



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

May 28, 2019

ADDISON TOWN HALL

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

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1. Call Meeting to Order
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WORK SESSION

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2. Present and Discuss Council Liaison Opportunities and Appointments.
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3. Present and Discuss the Council Calendar for June, July, August, September, and October 2019.
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4. Present and Discuss the Town's Enforcement of Code Requirements Related to Political Signage.
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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.

5. Consider Action to **Approve the April 25, 2019 City Council Work Session and Regular Meeting Minutes and the May 14, 2019 City Council Regular Meeting Minutes.**
6. Consider Action to Approve **an Ordinance Amending the Code of Ordinances to Delete Section 82-98 (Water Conservation Plan) and Separately Adopting an Updated Water Conservation Plan as Required by Chapter 288 of the Texas Administrative Code.**
7. Consider Action to Approve a **Resolution Approving Task Order Number 11 to the Master Services Agreement for Professional Engineering Services Between the Town of Addison and Cobb-Fendley & Associates, Inc., for Professional Engineering Services Related to the Civil Engineering Review of Development Plans for the DART Cotton Belt Line as it Runs Through Addison, and Authorizing the City Manager to Execute the Agreement** in an

Amount Not to Exceed \$64,840.

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8. Consider Action to Approve a **Resolution Approving a Contract Agreement Between the Town of Addison and Stripe-A-Zone, Inc. for the 2019 Annual Street Pavement Markings Project, and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$113,637.36.
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9. Consider Action to Approve a **Resolution Amending the Town of Addison's Authorized Representatives for the TexSTAR Short Term Asset Revenue Fund.**
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10. Consider Action to Approve a **Resolution Amending the Town of Addison's Authorized Representatives to the Local Government Investment Pool - TexPool/TexPool Prime.**
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11. Consider Action to Approve a **Resolution Amending the Town of Addison's Authorized Representatives for the Local Government Investment Cooperative ("LOGIC").**
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Regular Items

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12. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for AMLI, Located at 15250 Quorum Drive, in Order to Permit a 138 Square-Foot Mural on the North Facade of the Building.**
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13. Present, Discuss, and Consider Action on a **Resolution Approving an Annual Contract for Concrete and Asphalt Repairs Between the Town of Addison and Jim Bowman Construction Company LP and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$600,000 for Fiscal Year 2019.
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14. Present, Discuss and Consider Action on an **Ordinance Amending Chapter 34 – Environment, Article V – Drought Contingency Plan, Section 34-177 of the Code of Ordinances to Delete References to the City of Dallas Emergency Water Management Triggering Measures.**
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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.

Posted: _____

Irma Parker, City Secretary

DATE

Time:

**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: 05/28/2019

Department: City Secretary

AGENDA CAPTION:

Present and Discuss **Council Liaison Opportunities and Appointments.**

BACKGROUND:

Historically, liaison assignments have been divided among Council Members. These assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Airport, Economic Development, or the Arbor Foundation. Once assigned, liaisons report back to the City Council with status reports regarding various projects and initiatives.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Council Liaison Appointments Charts

June 2018-June 2019

ORGANIZATION	CHOW	BRAUN	WARD	HUGHES	QUINTANILLA	WALDEN	WILLESEN
Addison Airport/ATTAC					X	X	
Addison Arbor Foundation						X	
Addison Business Association	X						
Addison Legacy Foundation	X					X	
Cavanaugh Flight Museum							X
Community Partners Bureau			X				X
Cotton Belt, DART, TML, TMRS	X	X	X	X	X	X	X
Education		X					
Finance Committee		X		X			X
Greater Dallas Regional Chamber			X				
Metrocrest Chamber of Commerce		X		X			
Metroplex Mayors	X						
North Dallas Chamber			X		X		
North Texas Commission		X					
RTC/NCTCOG				X			
WaterTower Theatre		X					
World Affairs Council	X			X			

June 2019-June 2020

ORGANIZATION	CHOW	BRAUN	WARD	HUGHES	QUINTANILLA	WALDEN	WILLESEN
Ad Hoc Committee*	X	X	X				
Addison Airport/ATTAC							
Addison Arbor Foundation							
Addison Business Association							
Addison Legacy Foundation							
Cavanaugh Flight Museum							
Community Partners Bureau							
Cotton Belt, DART, TML, TMRS							
Education							
Finance Committee							
Greater Dallas Regional Chamber							
Metrocrest Chamber of Commerce							
Metroplex Mayors							
North Dallas Chamber							
North Texas Commission							
RTC/NCTCOG							
WaterTower Theatre							
World Affairs Council							

* Addison/Farmers Branch Appointment 5/14/2019

Work Session and Regular Meeting

3

Meeting Date: 05/28/2019

Department: City Secretary

AGENDA CAPTION:

Present and Discuss the **Council Calendar for June, July, August, September, and October 2019.**

BACKGROUND:

Staff is requesting direction from Council regarding the meeting dates for Council meetings for June, July, August, and September 2019. Attached are the calendars for these months.

The second meeting in July has historically been canceled to provide more time for staff to prepare the City Manager's Proposed Budget.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Calendar - June through October 2019



June 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
						1 Taste Addison 11-11 pm
2 Taste Addison 11-11 pm	3	4	5	6	7	8
9	10 Finance Committee	11 Council Meeting	12	13 Vitruvian Nights Live - Limelight Annual EDC Luncheon	14	15 Addison After Dark - Retro Night
16	17	18 P&Z Commission	19	20	21	22
23	24	25 Council Meeting	26	27 Vitruvian Nights Live - Desperado/ Eagles Tribute	28	29
30						

Notes



July 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
	1	2	3 Addison Kaboom Town! ®	4 EMPLOYEE HOLIDAY - Offices Closed	5	6
7	8 Finance Committee	9 Council Meeting	10	11 Vitruvian Nights Live - The Molly Ringwalds	12	13
14	15 Campaign Finance Report DUE	16 P&Z Commission	17	18	19	20 Addison After Dark - Luau on the Lawn
21	22	23 Council Meeting	24	Vitruvian Nights Live - Bidi Bidi Banda/Selena Tribute	26	27
28	29	30	31 Due Date for Presentation of Budget to Council			

Notes



August 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
				1	2	3 Vitruvian Salsa Festival
4	5	6	7	8 Vitruvian Nights Live - Journey Tribute	9	10 Vitruvian Salsa Festival
11	12 Finance Committee	13 Council Meeting	14	15 Budget Workshop-Conference Center	16 Budget Workshop-Conference Center	17 Addison After Dark - Pints & Pups Vitruvian Salsa Festival
18	19 Last Day to Order 11/5/2019 Election	20 P&Z Commission	21	22	23	24
25	26	27 Council Meeting	28	29	30	31

Notes




September 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
1	2 EMPLOYEE HOLIDAY - offices closed Labor Day	3 Council Meeting Public Hearings- Tax Rate and Budget	4	5	6	7
8	9	10 Council Meeting	11	12	13	14
15	16	17 P&Z Commission	18	19 Oktoberfest 6-11pm	20 Oktoberfest 6-11pm	21 Oktoberfest 11-11pm
22 Oktoberfest 11-6pm	23	24 Council Meeting	25	26	27	28
29	30					

Notes



October 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		1	2	3	4	5
6	7 Finance Committee	8 Council Meeting	9	10	11	12
13	14	15 P&Z Commission	16	17	18	19 Addison After Dark – Let's Do the Time Warp
20	21	22 Council Meeting	23	24	25	26
27	28 Fall Town Meeting	29	30	31  Halloween		

Notes

Work Session and Regular Meeting

4

Meeting Date: 05/28/2019

Department: Development Services

AGENDA CAPTION:

Present and Discuss the **Town's Enforcement of Code Requirements Related to Political Signage.**

BACKGROUND:

Council Members Walden and Willesen requested that an item be placed on the Work Session agenda related to the Town's enforcement of political signage. In response, staff has prepared the attached presentation explaining the Town's current regulations pertaining to the placement of political signs, the current enforcement approach, and potential options to improve enforcement. During the Work Session, staff will present this information to the City Council for consideration.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Code Enforcement of Political Signage

Code Enforcement of Political Signage

May 28, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal white lines and a grey triangle in the top right corner.

ADDISON

Requirements for Political Signage

- Private Property
 - Political signs on private property are regulated by State law
 - Addison's requirements mirror State law

- Section 62-247. – Political Signs
 - Allowed all the time
 - Must be located on private real property with the consent of the property owner
 - Must not have an effective area greater than 36 square feet
 - Must not be more than eight feet in height
 - Must not be illuminated
 - Must not have any moving elements

Requirements for Political Signage

- Right-of-Way
 - Cities are not preempted from establishing requirements for signs in the Right-of-Way

- Section 62-247. – Political Signs
 - Can be placed in the Right-of-Way not more than 30 days prior to the date of the election and must be removed within 2 days following the election
 - Must be at least three feet from the edge of the street
 - Must not extend over any public sidewalk or path
 - Must not exceed 12 square feet in area nor four feet in height
 - Must not be placed within a street or roadway median or block vehicular visibility

Requirements for Political Signage

- Town Owned Property
 - Addison has never adopted a policy allowing the placement of signs on Town owned property (parks, buildings, etc.)
 - Signs on private property must be placed “with the consent of the property owner”
 - Therefore, Staff interpreted that political signs are not allowed on any property owned by the Town

Current Enforcement Strategy

- Candidates provided with signage regulations in packet
- Generally, Staff takes complaint based approach to enforcement of political signs
 - When a complaint is received, staff investigates
 - If complaint is received afterhours or on the weekend, staff investigates the next business day
 - If in violation, staff contacts the candidate and gives them 24 hours to remove or relocate the sign
 - If candidate does not comply, staff removes the sign and allows candidate to pick it up at the Service Center
 - Staff can also issue citation for violations
- The Addison Way

Limitations on Enforcement

- Right-of-Way width varies across Town
 - No set rule to guide candidates or staff
 - Requires staff to research width every time a complaint is made
- Only one Code Enforcement Officer on staff
 - Typically works M-F 8-5pm and one Saturday a month
- Communication with candidates handled by the Director of Development Services
- Little disincentive to comply
 - Typical 24 hour notice to correct ineffective on Election Day
 - Candidates allowed to retrieve confiscated signs at no cost

Potential Ways to Change Enforcement

- Review current regulations
 - Reconsider allowing signs in the Right-of-Way
 - Adopt formal policy prohibiting signs on Town-owned property
 - Consider limitations on the number of signs allowed near polling place
- Establish a zero-tolerance policy allowing staff to:
 - Remove sign without providing prior notice to candidates
 - Hold confiscated signs until after Election Day
- Staffing considerations
 - Increase role of Police Department in afterhours enforcement
 - Add additional Code Enforcement Officers to improve availability in the evenings and on weekends

Questions?

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

Work Session and Regular Meeting

5

Meeting Date: 05/28/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to **Approve the April 25, 2019 City Council Work Session and Regular Meeting Minutes and the May 14, 2019 City Council Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the April 25, 2019 City Council Work Session and Regular Meeting Minutes and the May 14, 2019 City Council Regular Meeting Minutes for Council approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - April 25, 2019 City Council Work Session and Regular Meeting

Minutes - May 14, 2019 City Council Regular Meeting

DRAFT

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

April 25, 2019

Addison Town Hall
5300 Belt Line Rd., Dallas, TX 75254
6:00 p.m. Work Session
7:30 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; Council Member Marlin Willesen

1. **Call Meeting to Order**

WORK SESSION

2. **Present and Discuss the Town of Addison's Draft Special Events Strategic Plan.**

Presentation: *Jasmine Lee, Director of Special Events; Wanda Daza, Strategic Event Initiatives, Inc.* Ms. Lee explained that Strategic Event Initiatives, Inc. was hired to develop a strategic plan and to recommend enhancements and expansion of our special events with a goal to attract more visitors and increase the economic impact. The presentation included an audit of Addison events, competing area events, and our marketing and tourism efforts. A finalized plan will be presented for adoption at a later date.

COUNCIL COMMENTS: Short question and answer period followed.

3. **Present and Discuss Updates on Taste Addison 2019 and Addison After Dark.**

Presentation: *Jasmine Lee, Director of Special Events.* Ms. Lee presented updates to the upcoming *Taste Addison* and *Addison After Dark* events. Information specific to each

event including schedules, entertainment, activities, attractions, ticket sales, and hotel packages to be implemented were discussed.

COUNCIL COMMENTS: Short question and answer period followed.

4. **Present and Discuss the Infrastructure and Development Services Street Division 5-Year Maintenance Plan for Repair and Maintenance Activities Related to Streets, Sidewalks, Curb Ramps, and Storm Water Inlets.**

Presentation: *Lisa Pyles, Director of Infrastructure and Development Services.* Ms. Pyles presented the Infrastructure and Development Services Streets Division 5-Year Maintenance Plan for the repair and maintenance of the Town's streets, sidewalks, curb ramps, and storm water inlets. She explained that actual maintenance and repair activities will be dependent on the allocation of funds and any unforeseen and unanticipated repairs that may be needed. The planned activities in any given year may also change if a bond election is held that includes funding for the reconstruction of streets that are listed in each year. She further explained that the plan will be updated each year to reflect those changes.

COUNCIL COMMENTS: The Council reminded staff that road condition satisfaction was ranked low in the Citizen Survey responses. Staff discussed the current street maintenance funding, staffing levels and workloads. Council and staff discussed the impact of the region's increasing population and corresponding traffic on the road infrastructure. Council and staff discussed various street maintenance activities (resurfacing, crack sealing, etc.). Sidewalk conditions were discussed. Staff explained that our infrastructure maintenance program is an on-going process.

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.*

Bart Huemmer, 14893 Oak North Drive - discussed working with police to share video from Ring or other home security systems.

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.

5. **Consider Action to Approve the April 9, 2019 City Council Work Session and Regular Meeting Minutes.**
6. **Consider Action to Approve the Second Quarter Update from the Finance Committee to the City Council for the Period from January 2019 to March 2019.**
7. **Consider Action to Approve a Resolution Denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor.**
8. **Consider Action to Approve a Resolution to Appoint a Voting Member and Alternative Representative of the Advisory Committee for the Trinity River Authority's Central Wastewater Treatment System.**

Mayor Chow called for any requests to remove any item from the Consent Agenda. There being no requests, Mayor Chow called for a motion.

MOTION: Mayor Pro-Tempore Walden moved to approve Consent Agenda as presented. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-030: Deny Oncor Electric Delivery Company LLC's Application for Distribution Cost Recovery.

Resolution No. R19-031: Appoint Town Representatives, Wilson Kakembo and Lisa Pyles, to Trinity River Authority Central Wastewater Treatment System Advisory Committee.

Regular Items

9. **Hold a Public Hearing, Discuss, and Consider Action to Approve an Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road Suite 401, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Amending an Existing Special Use Permit for a Restaurant and Arcade with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in Order to Allow Expansion in Floor Area. Case 1792-SUP/Boomerjack's.**

Presentation: *Charles Goff, Assistant Director of Development Services.* Mr. Goff presented a zoning change request for the property located at 5100 Belt Line Road, Suite 401 currently zoned PD "Planned Development" by amending the existing Special Use Permit for a restaurant and arcade with the sale of alcoholic beverages for on-premises consumption only

to allow a floor area increase to accommodate additional storage space. Conditions include the applicant: (1) providing a path of travel through the patio and utilizing design elements to differentiate the path from the remainder of the patio. Design elements are subject to approval by the Zoning Administrator; and (2) not using terms or graphic depictions that relate to alcoholic beverage in any exterior signage. The Planning & Zoning Commission met on April 16, 2019 and voted to recommend approval.

Public Hearing: Mayor Chow opened the Public Hearing for comments. There being none, Mayor Chow closed the Public Hearing.

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

Ordinance No. O19-14: Case 1792-SUP/Boomerjack's, Zoning Amendment 5100 Belt Line Road Suite 401

10. **Hold a Public Hearing, Discuss, and Consider Action to Approve an Ordinance Changing the Zoning on Property Located at 14555 Dallas Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinances O16-028 and O17-05, by Amending the Conceptual Site Plan to Include an Outdoor Display of a Demo Building Related to the Sale of Datacenters/Equipment Shelters. Case 1793-Z/14555 Dallas Parkway.**

Presentation: *Charles Goff, Assistant Director of Development Services.* Mr. Goff explained that a request was submitted to change the zoning on the property at 14555 Dallas Parkway by amending the existing PD "Planned Development" in order to revise the approved site plan and to allow an additional use with a waiver to design standards allowing for the placement of a demonstration building related to the sale of small-scale data centers. The Planning and Zoning Commission, met on April 16, 2019 and voted to recommend approval.

Public Hearing: Mayor Chow opened the Public Hearing for comments. There being none, Mayor Chow closed the Public Hearing.

MOTION: Council Member Hughes moved to approve as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

Ordinance No. O19-15: Case 1793-Z/14555 Dallas Parkway allowing Outdoor Display of Demo Building.

11. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 for Vitruvian West I, Located at 3801 Vitruvian Way, in Order to Permit 2253.3 Square-Foot Mural on the South Facade of the Vitruvian West I Garage Entrance.**

Presentation: *Charles Goff, Assistant Director of Development Services.* Mr. Goff explained that Vitruvian West I is a multi-family apartment building at the northeast corner of Marsh Lane and Vitruvian Way. The development’s parking garage is almost entirely wrapped by the apartment units. A portion of the southern garage façade is exposed, faces Vitruvian Way, and is adjacent to the main leasing office. The developer requested a meritorious exception to the Sign Code to provide a public art piece on that portion of the garage wall. The art proposed is 2253.3 square feet (57' x 39') mural on the exposed side of the garage. The public art will depict certain elements of life in the Vitruvian Park neighborhood and will only be visible from Vitruvian Way. Staff expressed that the proposed public art/mural will make a positive contribution to the visible environment and development. A UDR representative provided information and answered questions.

COUNCIL COMMENTS: Council and staff discussed that the property owner is permitted to leave the exposed garage finish as plain concrete. Council and staff discussed the Town’s possible enforcement authority for addressing a mural as it fades or begins to lose a ‘crisp’ appearance. Council discussed the possibility of formally memorializing a requirement regarding the maintenance of the appearance of the mural. A representative from UDR spoke to their commitment to keeping the proposed mural in good condition.

MOTION: Council Member Hughes moved to approve as submitted. Council Member Ward seconded the motion. Motion carried 6-1, with Council Member Willesen voting against.

Ordinance No. O19-16: Grant Meritorious Exception, 3801 Vitruvian Way for 2253.3 Square foot Mural on South façade on garage entrance.

12. Present, Discuss, and Consider Action on a Resolution for Appointments to the DART Cotton Belt Art and Design Committee.

Presentation: *Charles Goff, Assistant Director of Development Services.* Mr. Goff explained that as a part of the design process of the Cotton Belt Regional Rail Project, DART proposed an Art & Design Committee be formed to provide input on unique design elements. DART 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 previously created and distributed an application process for interested residents and business owners. Applications were open from March 29, 2019 through April 22, 2019. The following appointments were suggested by each council member.

APPOINTED BY	APPOINTEE	APPOINTEE
Mayor Joe Chow	Robin Moss	Derek J. Underwood
Mayor Pro-Tempore Paul Walden	Dr. Jay M. Ihrig	Barbara Papas
Deputy Mayor Pro-Tempore Tom Braun	Judy Barrett	Jon Birney
Council Member Ivan Hughes	Margie Gunther	Harriet Mellow
Council Member Guillermo Quintanilla	Patricia Adkins	Yasue Kulhanek
Council Member Lori Ward	Kim Boyle	Allen Weatherford
Council Member Marlin Willesen	Barbara Daseke	Ron Whitehead

MOTION: Mayor Pro-Tempore Walden moved to approve recommendations as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-032: DART Cotton Belt Art and Design Committee.

13. Hold a Public Hearing, Present, Discuss, and Consider Action to Approve a Resolution Adopting the Parks, Recreation and Open Space Master Plan and Providing an Effective Date.

Presentation: *Janna Tidwell, Parks & Recreation Director.* Ms. Tidwell discussed the preparation of a city-wide Parks, Recreation and Open Space Master Plan. The previous Parks Master Plan was adopted by Council on May 26, 2009 and most of the items included in that plan had been implemented or are nearing completion. Ms. Tidwell stated the final Master Plan has been updated to reflect the latest input received from the community and Council. A summary of the plan edits is available. Ms. Tidwell stated that common themes from Addison residents were: to provide residents a say in park project planning; the creation of a Trails Master Plan including an east/west trail that is thoughtfully placed; and, that the privacy and seclusion of neighborhood parks is preserved.

COUNCIL COMMENTS: Council commented positively on the Master Plan and how staff incorporated community input in to the final plan. Council thanked staff for their work.

Public Hearing: Mayor Chow opened the Public Hearing to hear comments. There being none, Mayor Chow closed the Public Hearing.

MOTION: Council Member Hughes moved to approve the item as submitted. Mayor Pro-Tempore Walden seconded the motion. Motion carried unanimously.

Resolution No. R19-033: 2019 Parks, Recreation and Open Space Master Plan Adoption.

14. Hold a Public Hearing, Present, Discuss, and Consider Action on a Resolution Adopting the Town of Addison's New Economic Development Strategic Plan as Prepared and Submitted by Adv Advantage Consulting Group.

Presentation: *Orlando Campos, Director of Economic Development & Tourism.* Mr. Campos explained that development of the Town's new Economic Development Strategic Plan began in 2018 with the hiring of Adv Advantage and Gateway Planning. A Special Project Committee was subsequently appointed to assist in this project. In March 14, 2019 a draft final report with recommendations, goals, and tactics was presented to City Council during a special work session. Council was provided an opportunity to ask questions, and to provide any final comments and suggestions on the plan during the meeting. Since then, staff worked with the consultants to make the final edits needed.

COUNCIL COMMENTS: Council commented positively on the plan and staff's efforts to create it.

Public Hearing: Mayor Chow opened the Public Hearing to hear comments. There being none, Mayor Chow closed the Public Hearing.

MOTION: Council Member Ward moved to approve as submitted. Council Member Quintanilla seconded the motion. Motion carried unanimously.

Resolution No. R19-034: 2019 Economic Development Strategic Plan Adoption

15. Present, Discuss, and Consider Action on Change Order #2 to Teague, Nall, and Perkins, Inc., for the Midway Road Revitalization Design Project Adding 86 Days to the Design Contract Time and Increasing the Design Fee, and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$185,000.

Presentation: *Lisa Pyles, Director of Infrastructure and Development Services.* Ms. Pyles explained that in 2012, the voters of Addison approved \$16,000,000 for the Midway Road Revitalization project. Midway Road is experiencing various stages of failure due to the age of the pavement, traffic volumes, and a saturated subgrade. Ms. Pyles explained that Change Order #2 adds items related to the design of the Midway and Belt Line Road intersection to the current scope of work. Originally, the design did not include major changes to the Midway Road and Belt Line Road intersection since the roadway had been recently overlaid with a new layer of asphalt. However, when the Master Transportation Plan requirements were added to the design of the roadway, additional design of the intersection became necessary. Additional work associated with property appraisals and right-of-way acquisition activities are included in the change order.

MOTION: Deputy Mayor Tom Braun moved to approve Change Order #2 as submitted. Council Member Quintanilla seconded the motion. Motion carried unanimously.

16. Present, Discuss and Consider Action on an Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2019.

Presentation: *Terri Doby, Budget Manager.* Ms. Doby explained the proposed Mid-Year Budget Amendments. She explained that Town policy calls for certain changes made to the budget be brought before Council for consideration as a budget amendment. This is the first amendment for the FY 2019 annual budget. The major items include Addison Circle Fountain repair, Athletic Club Heating/Ventilation and Air Conditioning repair, replacement fuel dispensing equipment and a fire apparatus.

COUNCIL COMMENTS: Council and staff discuss the accounting details of the revised budget and adopted budget amounts for Vitruvian Phases 5 and 8. Council and staff discussed

how the reserve percentage in the General Fund has increased due to a higher than projected revenue and lower than expected expenditures.

MOTION: Council Member Willesen moved to approve the budget amendment ordinance as submitted with the condition that the dollar figures in the revised 2018/2019 column for Vitruvian Development Phases 5 and 8 match the adopted budget for 2018/2019. Council Member Ward seconded the motion. Motion carried unanimously.

Ordinance No. O19-17: Amend FY 2019 Budget

17. **Consider Action to Approve a Resolution for a Purchase Agreement with The Stovall Corporation to Remove Existing Fuel Dispensing and Monitoring Systems and Install Updated Fuel Dispensing and Monitoring Systems at Central Fire and the Service Center and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$80,004.50.**

Presentation: *Rob Bourestom, Director of General Services.* Mr. Bourestom explained that the current fuel dispensing and monitoring systems at the Service Center and Central Fire Station are 30 years old and no longer providing accurate readings and three dispensers are no longer functional. This item was budgeted for in the Capital Equipment Replacement Fund. The Stovall Corporation offered the lowest price for the replacement systems. The proposal includes removal of the existing fuel dispensers and monitors and replacement with updated EVO- 550 Monitor Systems and Bennett Dispensers. The updated system will produce detailed fuel usage reports, connect with the Town's Accounting Software, and provide accurate fuel reporting to the Texas Commission on Environmental Quality (TCEQ). The installation includes necessary updates and training on the equipment.

MOTION: Council Member Hughes moved to approve purchase agreement as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-035: Stovall Corporation purchase agreement of Fuel Dispensing System

18. **Present, Discuss and Consider Action to Approve the Location for One (1) Limestone, Stacked Sandstone, Steel and Glass Sculpture in the Plant Trial Garden at the Eastern End of the Les Lacs Park Parking Lot.**

Presentation: *Janna Tidwell, Parks & Recreation Director; Dr. Jay M. Ihrig, Addison Arbor Foundation President.* Ms. Tidwell introduced Dr. Jay M. Ihrig. Dr. Ihrig presented the proposed location of a new public art piece named the "Chacoan," a limestone, stacked sandstone, steel, and glass sculpture by New Mexico-based artist Greg Reiche. The sculpture, estimated to cost approximately \$25,000, is proposed to be placed in the plant trial garden at the eastern end of the Les Lacs Park parking lot. The Addison Arbor Foundation is using grant funds from Fiscal Year 2018 and 2019 for this project. Installation is slated to be completed and installed this summer.

COUNCIL COMMENTS: Council commented positively on the sculpture and location.

MOTION: Council Member Willesen moved to approve location of sculpture as submitted. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

19. Present, Discuss and Consider Action to Approve the Location for One (1) Bronze and Stainless-Steel Sculpture Located at the Southwest Corner of the AMLI Development, Within the Quorum Public Right-Of-Way, Adjacent to a DART Bus Shelter.

Presentation: *Janna Tidwell, Parks & Recreation Director; Dr. Jay M. Ihrig, Addison Arbor Foundation President.* Dr. Ihrig presented a proposed location for a bronze and stainless-steel sculpture featuring cast bronze ravens. The sculpture is a collaboration between two Texas artists, Jim Eppler and Scott Shubin. This piece is proposed to be located at the southwest corner of the AMLI Development on Quorum Drive adjacent to a DART bus shelter and was funded through a donation from AMLI.

COUNCIL COMMENTS: Council commented positively on the sculpture. A discussion was held concerning the proposed location's proximity to utility poles, infrastructure (water inlet), and a future bus shelter. It was discussed that the proposed installation will contribute to the Quorum Art Walk.

MOTION: Mayor Pro-Tempore Walden moved to approve location of the sculpture as submitted. Council Member Ward seconded the motion. Motion carried 6 to 1 with Council Member Willesen voting no.

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 REGULAR MEETING

May 14, 2019

Addison Town Hall
5300 Belt Line Rd., Dallas, TX 75254
5:00 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 Lori Ward; Council Member Marlin Willesen

Absent: Council Member Guillermo Quintanilla

1. **Call Meeting to Order**

Pledge of Allegiance

2. **Present, Discuss, and Consider Action on an Ordinance Canvassing the Returns of the May 4, 2019 General Election for the Mayor and Three (3) Council Members.**

Presentation: *Irma Parker, City Secretary.* City Secretary Parker presented an ordinance summarizing the returns and declaring the results of the Saturday, May 4, 2019 General Election was presented. Elected to office for a two-year term as mayor was Joe Chow. Elected to office for a two-year term as Council Members was Lori Ward, Ivan Hughes, and Tom Braun.

MOTION: Mayor Pro-Tempore Walden moved to approve the Canvassing Ordinance. Council Member Ward seconded the motion. Motion carried unanimously.

3. **Administer the Oath of Office to the Mayor and Three (3) Council Members Elected at the May 4, 2019 General Election.**

Presentation: *Irma Parker, City Secretary; Mayor Joe Chow.* City Secretary Parker administered the Oath of Office to Mayor Chow. Mayor Chow administered the Oath of Office to Council Members Lori Ward, Ivan Hughes, and Tom Braun.

4. **Present Certificates of Election to the Mayor and Three (3) Council Members Elected at the May 4, 2019 General Election.**

Presentation: *Irma Parker, City Secretary; Mayor Joe Chow.* City Secretary Parker presented the Certificate of Election to Mayor Chow. Mayor Chow presented the Certificate of Election to Council Members Lori Ward, Ivan Hughes, and Tom Braun.

5. **Present, Discuss and Consider Action on Nominations and Appointment of the Mayor Pro-Tempore and Deputy Mayor Pro-Tempore.**

The Home Rule Charter requires that a Mayor Pro-Tempore and a Deputy Mayor Pro-Tempore be appointed to serve in the absence of disability of the Mayor and Mayor Pro-Tempore respectively. With seniority considerations in mind Mayor Chow made the motion as noted below.

MOTION: Mayor Chow nominated Tom Braun to serve Mayor Pro-Tempore and Lori Ward to serve as Deputy Mayor Pro-Tempore. Council Member Walden seconded the motion. Motion carried unanimously.

6. **Present, Discuss, and Consider Action on Appointing an Ad Hoc City Council Sub-Committee to Meet with Members of the Farmers Branch City Council to Discuss Potential Shared Service and Infrastructure Opportunities Between the Town of Addison and the City of Farmers Branch.**

Presentation: *Wesley Pierson, City Manager.* Mr. Pierson explained that the City of Farmers Branch asked the Town to consider establishing an ad hoc council sub-committee of council members from each community to discuss sharing services and working on joint infrastructure projects to benefit both communities. Staff requested direction.

MOTION: Council Member Hughes moved to appoint Mayor Joe Chow, Mayor Pro-Tempore Braun and Deputy Mayor Pro-Tempore Lori Ward to the Ad Hoc Council Sub-Committee. Council Member Walden 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

Work Session and Regular Meeting

6

Meeting Date: 05/28/2019

Department: Infrastructure- Development Services

Pillars: Gold Standard in Customer Service

AGENDA CAPTION:

Consider Action to Approve an Ordinance Amending the Code of Ordinances to Delete Section 82-98 (Water Conservation Plan) and Separately Adopting an Updated Water Conservation Plan as Required by Chapter 288 of the Texas Administrative Code.

BACKGROUND:

The Texas Administrative Code Title 30, Chapter 288 states that retail public water suppliers that provide water service to 3,300 or more connections must have a water conservation plan that meets the minimum requirements of Subchapter A of Chapter 288 and, using best management practices, is developed, implemented, and then submitted to the Texas Water Development Board (TWDB) for renewal every five years.

The recommended action deletes Section 82-98 from the Town's Municipal Code of Ordinances because it is not necessary to include the Water Conservation Plan in the Code of Ordinances. The action also adopts the attached Town of Addison Water Conservation Plan (Plan). The Plan describes Addison's goals, strategies and Best Management Practices for long-term conservation of water.

The objective of the Town's Water Conservation Plan is to implement methods that efficiently reduce the overall consumption of water, control water losses, and encourage and increase water reuse. A well-organized and developed water conservation plan successfully reaches its goals without depriving the Town of water for essential uses. Addison has established goals for total percentage of water loss in relation to water used of 5% in five years and 4% in ten years.

Addison's Water Conservation Plan consists of the following key elements:

- a schedule for implementation;
- a method of tracking the effectiveness of the plan;
- water metering, leak detection, repair, and water loss control measures;
- the water rate structure;
- a means to implement and enforce the plan;
- coordination with regional water planning groups;
- continuing public education program; and,
- the designation of a Water Conservation Coordinator.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Water Conservation Plan Amendment

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 82 – UTILITIES, ARTICLE II – WATER, OF THE CODE OF ORDINANCES TO DELETE SECTION 82-98 AND SEPARATELY ADOPTING AN UPDATED WATER CONSERVATION PLAN AS REQUIRED BY CHAPTER 288 OF THE TEXAS ADMINISTRATIVE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Administrative Code, Chapter 288 requires retail public water suppliers providing water service to more than 3,300 or more connections to adopt a water conservation plan meeting certain minimum requirements; and

WHEREAS, the water conservation plan is an important tool in promoting the conservation of water as a vital natural resource.

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

Section 1. Chapter 82 – Utilities, Article II – Water, Section 82-98 – Water Conservation Plan, of the Code of Ordinances is hereby deleted in its entirety.

Section 2. The Water Conservation Plan attached as **Exhibit A**, is approved and shall be provided to the Texas Commission on Environmental Quality as the official policy and record of the Town. Hereafter, the Town of Addison Water Conservation Plan may be amended by resolution of the City Council.

Section 3. This Ordinance shall become effective from and after its adoption

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 28th day of May 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Exhibit A



Town of Addison
Water Conservation Plan

Exhibit A



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TOWN OF ADDISON WATER RATE STRUCTURE

PUBLIC UTILITY COMMISSION OF TEXAS – CERTIFICATE OF CONVENIENCE AND NECESSITY

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APPENDIX C CITY COUNCIL RESOLUTION

Exhibit A



Water Conservation Plan For the Town of Addison

1.0 Introduction

The Town of Addison is a thriving metropolitan community located 13.5 miles north of downtown Dallas. The water system serves a permanent population of 15,458 within a 4.5 square mile service area. The Town purchases water treated water from Dallas Water Utilities and sends wastewater to both Dallas Water Utilities and the Trinity River Authority.

During the 2018 calendar year, the Town purchased 1.67 billion gallons of treated water from DWU. The Town's population has remained fairly consistent, but as it grows so will the demand for water. The current contract allows the Town to purchase a maximum of 11 million gallons per day. To date, even in the height of the summer we have yet to ever exceed or even meet that maximum limit. The Town of Addison considers water conservation an integral part of the overall water system.

In 2014 the Town of Addison updated its Water Conservation Five-Year Strategic Plan that included implementation of several Best Management Practices (BMPs) under the following major elements:

- Metering Program
- Leak Detection Program
- Public Education
- "Non-Promotional" Water Rate Structure

The Water Conservation Plan contained herein incorporates data obtained in the 2014 report as well as numerous additional sources such as: North Central Texas Council of Governments, Dallas Water Utilities, Texas Water Development Board, Texas Commission on Environmental Quality, and United States Census Data.

1.1 State of Texas Requirements

The Texas Administrative Code Title 30, Chapter 288 states that for retail public water suppliers providing water service to 3,300 or more connections, a water conservation plan meeting the minimum requirements of Subchapter A of Chapter 288 and using appropriate best management practices must be developed, implemented, and submitted to the Texas Water Development Board (TWDB) no later than May 1, 2019, and every five years after that date to coincide with the regional water planning process.

The requirements of Subchapter A that must be included in the Town of Addison Conservation Plan are summarized below:

- *Minimum Requirements for Municipal Public and Wholesale Water Suppliers*
 - An evaluation of the Applicant's water and wastewater system and customer use characteristics to identify water conservation opportunities and potential targets and goals. Completion of the Water Conservation Utility Profile, TWDB-1965 as part of

Exhibit A



the evaluation is required and should be submitted with the Plan. The utility profile should include the water sales and use for the following classifications: residential (both for single-family and multi-family), commercial, institutional, industrial, agricultural, and wholesale; as appropriate. (Section 2.0 & Appendix A)

- Inclusion of five-year and ten-year targets that are specific and quantified for water savings and include goals for water loss programs in gallons per capita per day, and goals for municipal use and residential use, in gallons per capita per day. A base figure should be included to be able to calculate your savings. Consider state and regional targets and goals, local climate, and demographics. Consider the anticipated savings that can be achieved by utilizing appropriate BMPs and other conservation techniques. (Section 2.1)
- A schedule for implementing the plan to achieve the applicant's targets and goals (Section 3.1)
- A method for tracking the implementation and effectiveness of the plan. The method should track annual water use and provide information sufficient to evaluate the implementation of the conservation methods. The plan should measure progress annually and evaluate the progress towards meeting the goals. (Section 3.2)
- A program of universal metering of both customer and public uses of water, for meter testing, repair, and for periodic replacement. (Section 3.3)
- Measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections, abandoned services, etc.) (Section 3.4)
- A continuous program of leak detection, repair, and water loss accounting for the transmission, delivery, and distribution system to control water loss. (Section 3.4)
- A program of continuous education and information regarding water conservation. This should include providing water conservation information directly to each residential, industrial, and commercial customer at least annually, and providing water conservation literature to new customers when they apply for service. (Section 3.8)
- A water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. Include a copy of the current rate structure. (Section 3.5 Appendix A)
- A means of implementation and enforcement evidenced by an ordinance and the formal adoption of the Water Conservation Plan by the governing body of the entity. (Section 3.6, Appendix B and Appendix C)
- Documentation that the regional water planning group for the service area of the applicant has been notified of the applicant's water conservation plan. (Section 3.7)

Exhibit A



- Identification of the person who will be responsible for the preparation of the annual report. (Section 3.9)

This Water Conservation Plan sets forth strategies and BMPs for the long term conservation of water. Under these strategies the Town should be able to improve the overall efficiency of its water uses and help to conserve the area's critical water resources. Short term measures that respond to more temporary or immediate water management conditions (i.e., periods of drought, water emergencies, unforeseen equipment failures or damages, contamination of source water supplies) are described in the Town of Addison's Drought Contingency Plan.

2.0 Water Conservation Planning Goals

The objective of the Town's Water Conservation Plan is to implement methods that efficiently reduce the overall consumption of water, control water losses, and encourage and increase water reuse. The hope is that the implementation of these methods will allow the use of the current available water supply long into the future.

A well-organized and developed water conservation plan successfully reaches its goals without depriving the Town of water for essential uses. It is important to remember that these measures cannot interfere with the minimum pressures and storage requirements set forth by the Texas Commission of Environmental Quality. Thus it is extraordinarily important that the plan is developed with knowledge and input of all the stakeholders, especially the operations staff. A successful water conservation plan will: help the Town avoid future costs associated with the possible purchase of additional water from DWU, extend the life of the existing water supply and water supply infrastructure, and help reduce peak demands in effect increasing the base capacity of the system. Some additional effects may include: positive impact to the environment and improved image to the Town's customer base and surrounding municipalities.

Listed below are several of the planning goals that the Town considered during the water conservation planning process:

- Manage chlorine residuals and water age in the system
- Reduction of water loss and water waste
- Promotion of water reuse such as rainwater harvesting
- Decrease overall consumption without sacrificing critical water need
- Maintain a high quality of life for our customers
- Allow the continued growth of the Town
- Stay within the guidelines of the local water plans (Region C Water Plan)

Exhibit A



- Quantifiable targets and goals
- Public education

2.1 Five- and Ten-Year Goals for Water Savings

The goals described below in Table 1 are based on the historical averages, historical water usage patterns, regional water conservation goals, the implementation of current and future BMP's, and future development possibilities.

Table 1: Town of Addison Five-and Ten-Year Goals for Water Savings

Description	Historic 5 Year Average	Baseline	5-Yr Goal for 2024	10-Yr Goal for 2029
Total (Municipal)	304	305	300	298
Total (Residential)	93	95	92	90
Water Loss (GPCD)	15	20	15	13
Water Loss (Percentage)	5%	7%	5%	4%

The "Total (Municipal)" Category GPCD five- and ten-year category includes the water used by all the use categories. The "Total (Residential)" GPCD five- and ten-year category includes only the usage under the singly-family and multi-family residential categories.

3.0 Addison's Water Conservation Program

This section of the water conservation plan will discuss elements of the Town's existing water conservation plan as well as the enhancements or new BMPs that the Town will implement to achieve our stated water conservation goals.

3.1 Schedule for Implementation

The Town of Addison will adhere to the following schedule to achieve the targets and goals set forth in this Water Conservation Plan:

- Calibrations of meters for all treated water deliveries are conducted annually

Exhibit A



- The Town of Addison meter replacement program
 - Meters will continue to be monitored for accuracy annually and replaced on a fifteen-year cycle or as needed
- Water audits are conducted annually
 - Real water losses are identified and corrected
 - Real water losses are minimized by the replacement of deteriorating water mains and appurtenances. Elements that need replacement are identified utilizing the Town's water system master plan and then are budgeted accordingly
- The Town of Addison will mail out material developed by staff, material obtained by the TCEQ or TWDB, or other sources annually
- The leak detection program is ongoing
 - Yearly valve and hydrant inspections including operation of the unit. Broken or leaking devices are replaced.
 - Pressure is controlled and monitored by the use of a SCADA system. SCADA system is monitored daily and updated annually or sooner if necessary.
 - Pressure zones are operated based on topography
 - Surges in pressure are limited by control valves
- Town of Addison adopted the 2012 International Plumbing Code, and all new construction or renovations in the Town use water conserving fixtures.
- The Town is constantly updating the Water System and Water Storage Facilities Master Plans. Water Storage Master Plan was completed in 2014 and Water System Master Plan was completed in 2016. Plans are reviewed annually for updates
- Annual water loss audit reports are submitted to the TWDB
- Annual water conservation reports are submitted to the TWDB

3.2 Tracking the Effectiveness of the Plan

The staff shall track the targets and goals by utilizing the following procedures:

- Logs shall be maintained for meter calibrations, meter testing, and the meter replacement program
- Annual water loss audits shall be performed and submitted to the local agencies. A copy of this report will remain on file at the Town
- Annual water conservation report will be submitted in accordance with requirements
- Staff shall record the number of mail-outs utilized for public awareness and education programs
- Service rates are adopted by local ordinance and we will evaluate those rates annually
- Logs shall be maintained for the Town's leak detection program, including but not limited to the following
 - Annual inspections and soundings of water main fittings and connections
 - Annual intermittent night-flow measurement
 - Annual valve and hydrant inspections
 - Water usage estimates

Exhibit A



3.3 Water Metering

The current Town of Addison ordinance requires metering of all connections to the distribution system. Single-family homes typically have a single meter for both domestic and irrigation. Most multi-family residential locations, such as apartments or condominiums, have individual metering for each building or designated water use and a second meter for irrigation. Most commercial businesses are combined into one “master meter.” However, some areas are individually metered based on the individual needs of the customer/s.

The Town’s Water System Requirements provide further clarification on the approved types of meters. All meters shall meet or exceed the American Water Works Association Standard C707-R92 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU. All irrigation meters, fire meters, and meters four inches (4”) or larger in size shall be turbine meters. All domestic meters two inches (2”) or smaller in size shall be positive displacement meters, unless otherwise approved by the Public Works Director.

Periodic Meter Replacement - Most residential meters with the Town are replaced on a 15-year cycle depending on size and accuracy life of the meter. Repair or replacement of larger meters is generally provided as the accuracy of the meter begins to fall outside the approved plus or minus 1.5 percent range.

3.4 Leak Detection, Repair, and Water Loss Control Measures

The Town of Addison has a fairly comprehensive leak detection and repair program. Leaks are identified by many sources: citizens, Town staff, and water audits. The Town has been utilizing a valve maintenance trailer that allows us to perform a much more intensive program of valve and fire hydrant maintenance. This allows us to be more proactive in the search for leaks which results in much faster location and response times. The Town has updated the Water System Master Plan which includes a Town-wide water model that aids in the identification of deteriorating infrastructure. The plan also includes a Capital Improvements Program for the rehabilitation and replacement of those items.

The Town of Addison will continue to monitor and track water loss. Logs for unaccounted-for water are kept. The Town will also continue to provide the required Water Loss Report to the TWDB annually.

3.5 Water Rate Structure

See attached water rate structure in Appendix A.

3.6 Means to Implement and Enforce the Water Conservation Plan

The Utilities department administers and implements various components of the Water Conservation Program within the Town of Addison as authorized by Ordinance No. 019-19, adopted May 28, 2019.

Exhibit A



3.7 Coordination with the Regional Water Planning Groups

The Town of Addison will provide a copy of this Water Conservation Plan to the Region C Water Planning Group.

3.8 Continuing Public Education Program

- Continue to update and provide new educational material and weblinks on the Town of Addison website to promote and educate customers on all areas of water conservation.
- Coordinate with all internal departments in Addison to promote water conservation efforts by the Town and its associated businesses and residents.
- Provide informational mail-outs and social media posts that will specifically address water conservation efforts to all businesses and residents in Addison.
- Continue to utilize the Surveyor Water Tower Learning Center to promote sustainable water conservation efforts by providing sustainability classes to the public.

3.9 Water Conservation Coordinator Designation

The Town of Addison will designate the Management Assistant for Infrastructure and Development Services as the Water Conservation Coordinator for the Town.

Exhibit A

Appendix A

Exhibit A

**Town of Addison Water Conservation Plan
BMPs (Best Management Practices)**

Essential Plan Element	Best Management Practice	Currently Implemented	New Initiative	Recurring
System Operations	System master meters will be calibrated annually	X		X
	Meter Change out program	X		X
	Preparation of annual Water Loss report	X		X
	Visual inspections of distribution lines annually	X		X
	Visual and operational inspections of system valves and hydrants annually	X		X
	Use of audio amplification equipment to locate sources of water leaks		X	X
	Continue to prohibit lawn watering between the hours of 8 AM and 9PM	X		X
	Use of the Town's SCADA system to monitor pressure loss in areas	X		X
Public Education	Continuous updates to the Town's website that promote and educate customers concerning water conservation	X		X
	Work with other Town departments to continually explore water conservation efforts	X		X
	Dedicated mail-outs and door hangers specifically addressing water conservation	X		X

Exhibit A



	Utilize new Learning Center to promote sustainable efforts	X		X
Financial	The Town's present rate structure complies with the "non promotional" water rate structure requirement	X		X

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: Town of Addison

Public Water Supply Identification Number (PWS ID): TX0570031

Certificate of Convenience and Necessity (CCN) Number: 10062

Surface Water Right ID Number: _____

Wastewater ID Number: 20018

Contact: First Name: Jason Last Name: Shroyer

Title: Assistant Director of Infrastructure Services

Address: 16801 Westgrove Drive City: Addison State: TX

Zip Code: 75001 Zip+4: _____ Email: jshroyer@addisontx.gov

Telephone Number: 9724502849 Date: 4/2/2019

Is this person the designated Conservation Coordinator? Yes No

Regional Water Planning Group: C

Groundwater Conservation District: _____

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 4

Attached file(s):

File Name	File Description
UPDATED Streets_vertical_36x48.pdf	

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2018	15,458	0	15,458
2017	15,368	0	15,368
2016	15,407	0	15,407
2015	15,407	0	15,407
2014	15,180	0	15,180

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	14,869	0	14,869
2030	15,895	0	15,895
2040	16,921	0	16,921
2050	17,947	0	17,947
2060	18,973	0	18,973

4. Described source(s)/method(s) for estimating current and projected populations.

Texas Water Development Board - 2021 Regional Water Plan Population Projections

Attached file(s):

File Name	File Description
pop_WUG_search.xlsx	

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2018	0	1,671,781,188	0	1,671,781,188	296
2017	0	1,738,880,402	0	1,738,880,402	310
2016	0	1,718,372,864	0	1,718,372,864	306
2015	0	1,693,356,926	0	1,693,356,926	301
2014	0	1,714,660,000	0	1,714,660,000	309
Historic Average	0	1,707,410,276	0	1,707,410,276	304

C. Water Supply System

Attached file(s):

File Name	File Description
Figure 2.1 - Existing Water System (Wall Size).pdf	Water System Map

1. Designed daily capacity of system in gallons

2. Storage Capacity
 - 2a. Elevated storage in gallons:
 - 2b. Ground storage in gallons:

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2020	14,869	1,730,363,759
2021	15,018	1,734,689,668
2022	15,168	1,739,026,393
2023	15,230	1,743,373,959
2024	15,473	1,747,732,394
2025	15,627	1,752,101,725
2026	15,784	1,756,481,979
2027	15,942	1,760,873,184
2028	16,101	1,765,275,367
2029	16,262	1,769,688,555

2. Description of source data and how projected water demands were determined.

Population data comes from the Texas Water Development Board's Regional Water Plan Population Projections and is adjusted to account for 1% growth in the population per calendar year. The water demand is based on a ten year historical average adjusted 0.25% per year. This accounts for the increased population but does not over-inflate the numbers because of the Town's efforts to educate the population related to water conservation.

Attached file(s):

File Name	File Description
Water Demand Calculations.xlsx	

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
CP Addison II, LLC	Commercial	45,820,000	Treated
DCO Glenwood Apartment LP	Residential	22,838,000	Treated
Camden Addison	Residential	19,784,000	Treated
Quorum Hospitality LLC DP	Commercial	18,355,000	Treated
BTP Apartments I LLC	Residential	17,760,000	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
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F. Utility Data Comment Section

Additional comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	1,773	50.40 %
Residential - Multi-Family	150	4.26 %
Industrial	11	0.31 %
Commercial	900	25.58 %
Institutional	32	0.91 %
Agricultural	652	18.53 %
Total	3,518	100.00 %

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Net number of new retail connections by water use category for the previous five years.

Net Number of New Retail Connections							
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	0	0	0	0	0	0	0
2017	0	0	0	127	0	463	590
2016	0	0	0	0	0	0	0
2015	33	22	10	97	17	0	179
2014	0	0	0	0	0	651	651

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2018	181,240,590	351,835,200	2,479,000	530,469,480	148,803,400	337,918,400	1,552,746,070
2017	178,901,200	344,949,700	2,833,000	523,279,310	13,970,100	467,993,400	1,531,926,710
2016	176,720,180	322,235,000	2,670,500	513,515,690	18,609,100	448,097,800	1,481,848,270
2015	179,277,250	324,079,270	3,748,900	502,039,030	17,099,600	500,257,340	1,526,501,390
2014	189,591,800	306,888,810	2,454,600	518,082,550	14,323,920	506,645,970	1,537,987,650

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2018	32	63	95
2017	32	61	93
2016	32	57	89
2015	32	58	90
2014	35	55	90
Historic Average	33	59	91

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January	99,697,000	99,910,000	98,218,000	95,425,000	99,515,000
February	90,303,000	94,690,000	103,818,000	86,516,000	93,057,000
March	113,621,000	120,240,000	115,113,000	99,716,000	112,345,000
April	119,819,000	125,710,000	119,795,000	105,757,000	122,162,000
May	155,869,000	156,140,000	119,864,000	99,265,000	147,006,000
June	189,999,000	152,890,000	144,300,000	134,573,000	156,701,000
July	215,757,000	180,790,000	196,946,000	207,160,000	175,081,000
August	208,659,000	181,950,000	205,316,000	244,364,000	194,427,000
September	157,085,000	177,580,000	188,185,000	219,824,000	197,072,000
October	130,622,000	187,990,000	177,200,000	184,622,000	183,439,000
November	109,087,000	141,611,000	129,910,000	111,848,000	125,496,000
December	97,981,000	110,685,000	111,116,000	85,660,000	108,359,000
Total	1,688,499,000	1,730,186,000	1,709,781,000	1,674,730,000	1,714,660,000

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2018	614,415,000	1,688,499,000
2017	515,630,000	1,730,186,000
2016	546,562,000	1,709,781,000
2015	586,097,000	1,674,730,000
2014	526,209,000	1,714,660,000
Average in Gallons	557,782,600.00	1,703,571,200.00

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2018	66,621,853	12	3.99 %
2017	82,098,687	15	4.72 %
2016	111,351,594	20	6.48 %
2015	71,115,575	13	4.20 %
2014	92,869,100	17	5.42 %
Average	84,811,362	15	4.96 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2018	4,626,024	6678423	1.4437
2017	4,740,235	5604673	1.1824
2016	4,684,331	5940891	1.2682
2015	4,588,301	6370619	1.3884
2014	4,697,698	5719663	1.2175

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	181,146,204	50.40 %	11.87 %
Residential - Multi-Family	329,997,596	4.26 %	21.62 %
Industrial	2,837,200	0.31 %	0.19 %
Commercial	517,477,212	25.58 %	33.91 %
Institutional	42,561,224	0.91 %	2.79 %
Agricultural	452,182,582	18.53 %	29.63 %

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

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Section III: Wastewater System Data

A. Wastewater System Data

Attached file(s):

File Name	File Description
SS Collection System 080713.pdf	Sanitary Sewer Map

1. Design capacity of wastewater treatment plant(s) in gallons per day:

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	1,923	1,923	67.10 %
Industrial	0	11	11	0.38 %
Commercial	0	900	900	31.40 %
Institutional	0	32	32	1.12 %
Agricultural	0	0	0	0.00 %
Total	0	2,866	2,866	100.00 %

3. Percentage of water serviced by the wastewater system:

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2018	2017	2016	2015	2014
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

5. Could treated wastewater be substituted for potable water?

- Yes
 No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	0
Evaporation Pond	0
Other	
Total	0

Exhibit A



UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

The Town of Addison does not treat wastewater. All wastewater is either treated by Dallas Water Utilities or the Trinity River Authority. The Town does not meter individual wastewater usage.

Exhibit A

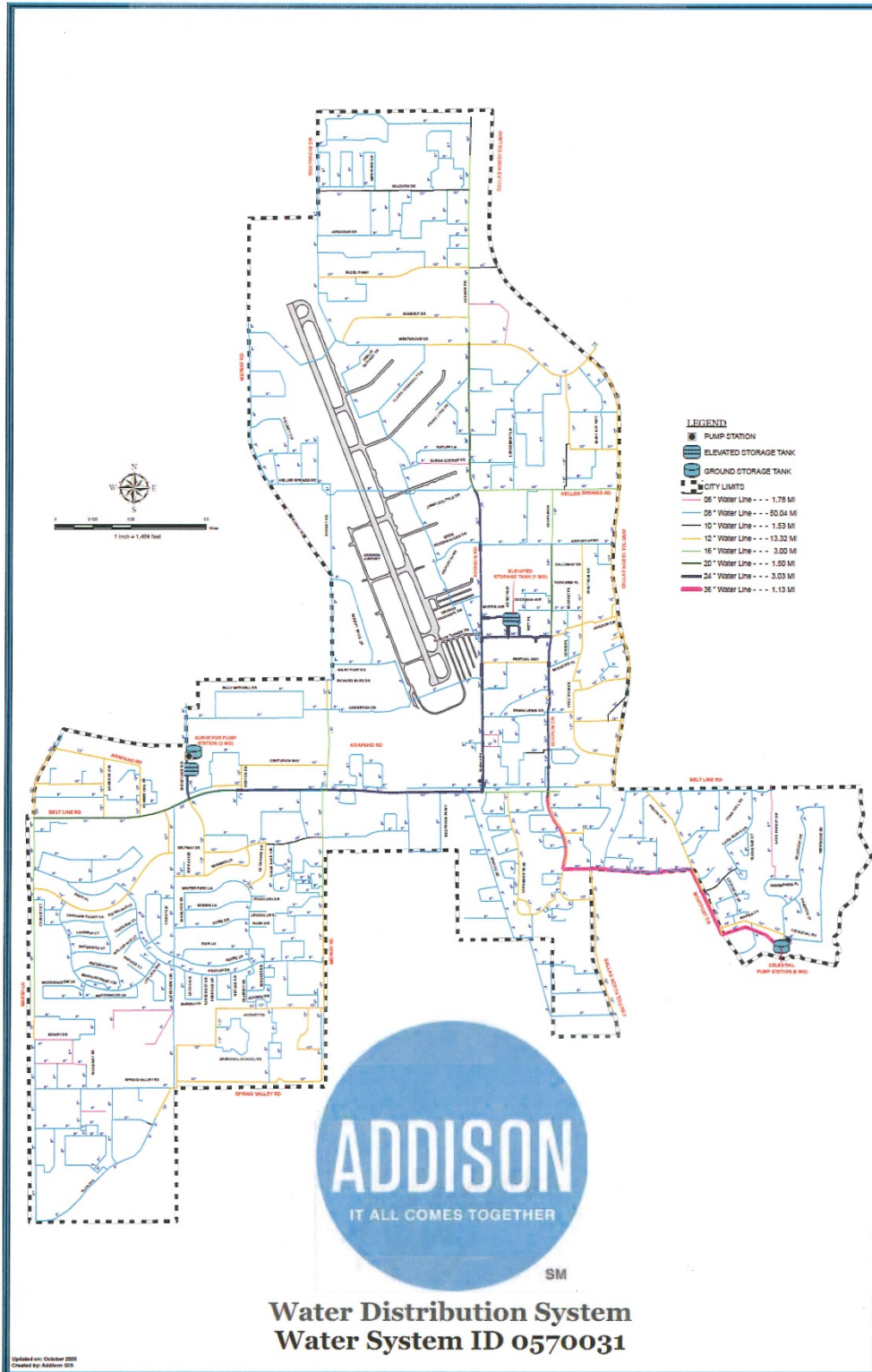


Exhibit A



UTILITY BILLING & COLLECTIONS - CURRENT RATES EFFECTIVE 10/1/2018*

Town of Addison
Finance Department

utilityportal@addisontx.gov

Telephone: (972) 450-7081

Fax: (972) 450-7074

Website: www.addisontexas.net

MINIMUM BILL BY CLASSIFICATION	MINIMUM WATER RATE	MINIMUM SEWER RATE	MINIMUM MONTHLY BILL	VOLUME INCLUDED IN MIN. BILL (GAL)
Single Family 8,000 gal max for sewer	\$12.84	\$15.18	\$28.02	2,000
Multi-Family Large (2" or larger)	\$124.14	\$194.10	\$318.24	37,000
Multi-Family Small (less than 2")	\$54.18	\$81.65	\$135.83	15,000
Municipal	\$38.28	\$56.08	\$94.36	10,000
Schools	\$70.08	\$107.21	\$177.29	20,000
Commercial Large (2" or larger)	\$124.14	\$194.10	\$318.24	37,000
Commercial Small (less than 2")	\$22.38	\$30.52	\$52.90	5,000
Industrial Large (2" or larger)	\$124.14	\$194.10	\$318.24	37,000
Industrial Small (less than 2")	\$16.03	\$20.30	\$36.33	3,000
Hotel/Motel	\$324.48	\$516.14	\$840.62	100,000
Irrigation Large (2" or larger)	\$232.61	None	\$232.61	40,000
Irrigation Small (less than 2")	\$91.28	None	\$91.28	15,000
Fire Meter	\$31.92	None	\$31.92	8,000
VOLUME CHARGE				
Water Rate per 1,000 gal Over Minimum				\$3.18
Water Conservation Rate per 1,000 gal				\$5.65
Applies to Irrigation types over the minimum and Single Family type over 15,000 gallons.				
Sewer Rate per 1,000 gal Over Minimum				\$5.12
Residential Monthly Sanitation Charge *(as of 10/01/2018)				\$12.24
Commercial accounts choose their sanitation provider and are not billed by the Town.				
STORMWATER FEES				
Residential: Tier 1 (1 - 1,999 sq ft)		\$6.30		
Residential: Tier 2 (2,000 - 3,399 sq ft)		\$10.50		
Residential: Tier 3 (3,400 - 4,999 sq ft)		\$15.75		
Residential: Tier 4 (5,000+ sq ft)		\$26.25		
Commercial (per 1,000 sq ft)		\$3.39		

Town of Addison Utility Billing and Collections
P.O. Box 9010, Addison, TX 75001-9010
For questions please call (972) 450-7081

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Attachment # 1

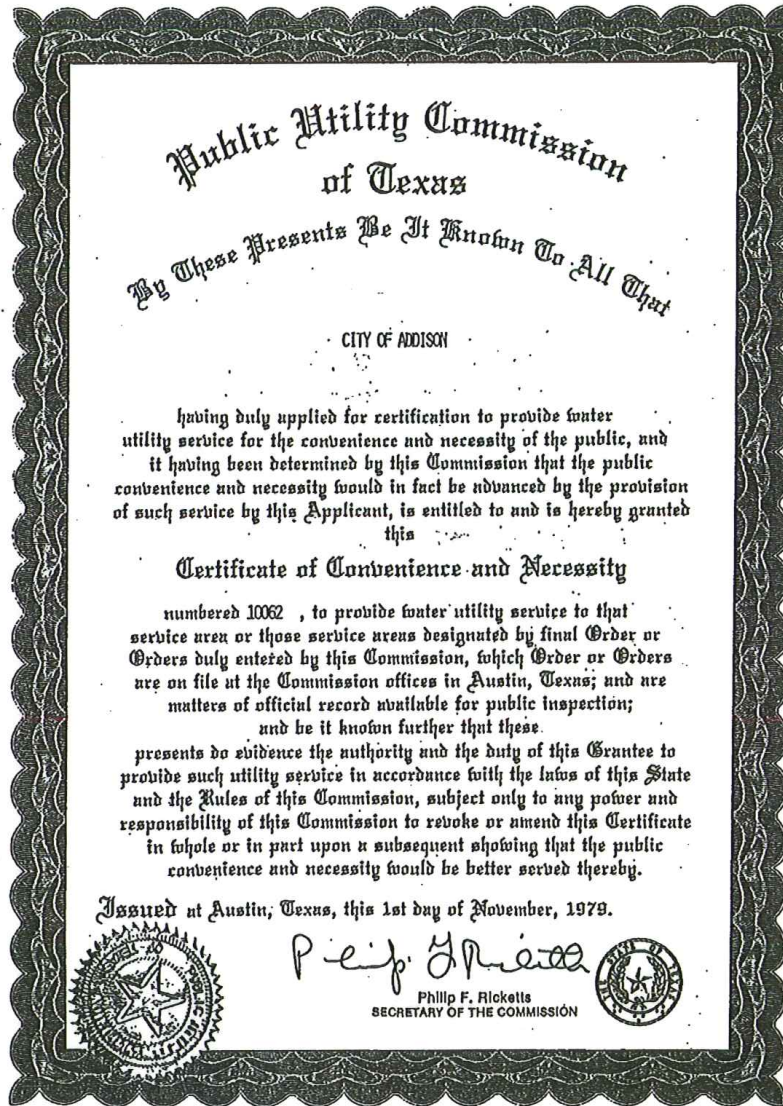


Exhibit A

Appendix B

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ARTICLE V. - DROUGHT CONTINGENCY PLAN

Sec. 34-171. - Non-essential water uses.

Water uses regulated or prohibited under this article (hereinafter referred to as the "Drought Contingency Plan" or the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 34-179 of this plan.

(Ord. No. 099-030, § 1, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-172. - Public education and notification.

- (a) The city, by and through its department of public works, shall periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage.
- (b) When drought contingency measures appear to be necessary, the public will be notified through available news media, and additional information on water conservation methods will be distributed. In the event that a trigger condition is reached, the public will be kept fully informed of the status of the drought condition through all available media.
- (c) When a trigger condition has been reached and/or the City of Dallas Water Utilities Department informs the town that drought contingency measures may be necessary, the city manager of the town or the city manager's designee (for purposes of this article, "city manager") will order the initiation of a public notification process. The public notification process will include, but is not limited to, the following:
 - (1) A notice of drought condition will be posted at town hall, the post office, recreation center, and major supermarkets.
 - (2) The notice will be circulated to local newspapers and radio stations via public service announcement. Information regarding the contingency measures for the drought condition will be mailed to all water customers by means of utility bill inserts and posted on the town's web page.

(Ord. No. 099-030, § 2, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-173. - Coordination with regional water planning groups.

The service area of the city is located within Texas Commission on Environmental Quality ("TCEQ") Region C and the Town of Addison, Texas ("town" or "city") has provided a copy of this plan to the TCEQ, City of Dallas, and State Planning Region.

(Ord. No. 099-030, § 3, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-174. - Authorization.

The city manager is hereby authorized and directed to implement the applicable provisions of the plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ord. No. 099-030, § 4, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-175. - Application.

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The provisions of this plan shall apply to all persons, customers, and property using water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

(Ord. No. 099-030, § 5, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-176. - Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use means water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address means service addresses on the utility account ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

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Odd-numbered address means service addresses on the utility account ending in 1, 3, 5, 7, or 9.

(Ord. No. 099-030, § 6, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-177. - Triggering criteria for initiation and termination of drought response stages.

The triggering criteria for each drought response stage shall be as follows:

Stage 1

Triggering criteria: Total raw water supply in connected lakes drops below 65 percent of total conservation storage, demand exceeds 85 percent of deliverable capacity for four consecutive days, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 60 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Goal for use reduction and action available under Stage 1:

The goal for water use reduction under Stage 1 is a five-percent voluntary reduction in water use that would have occurred in the absence of drought contingency measures. The city manager may order the implementation of any of the actions listed below, as deemed necessary:

- The city manager requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9:00 a.m. and 8:00 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Reduce city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated and would be unlikely to recur upon termination. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2

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Triggering criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage or demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Goals for reduction and actions available under Stage 2.

The goal for water use reduction under Stage 2 is a 15-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented under Stage 1 shall remain in effect during Stage 2, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Prohibit hosing off of paved areas, buildings or windows; operation of swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.
Exceptions: Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.
- Limit landscape watering at each service address to two days per week based on the last digit of the address per the schedule below.

Last Digit of Address	Allowed Water Days
Odd-numbered address	Tuesday and Saturday
Even-numbered address	Wednesday and Sunday

Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number.

Where there are no numbers, a number will be assigned by the city manager. These restrictions also apply to government facilities.

Exceptions: Foundations and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water twice per week on Mondays and Fridays.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated and would be unlikely to recur upon termination. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3

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Triggering criteria: Total raw water supply in connected lakes drops below 45 percent of total conservation storage, demand exceeds 95 percent of deliverable capacity for two consecutive days, short term deficiencies in distribution system limit supply capability, or natural or manmade contamination of the water supply source(s) occurs. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Goals for reduction and actions available under Stage 3.

The goal for water use reduction under Stage 3 is a 20-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented in Stages 1 and 2 shall remain in effect, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Commercial and residential landscape watering will be limited to foundations, shrubs, and trees, which may be watered with soaker or hand-held hose on the same two days per week basis set forth in the schedule in Stage 2 above for up to two hours.
- Public gardens may water on the same two days per week basis set forth in the schedule in Stage 2 above.
- Nurseries may water plant stock only between the hours of 9:00 p.m. and 9:00 a.m.
- Prohibit operations of ornamental fountains, except where necessary to support aquatic life or where equipped with a recirculation system.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated and would be unlikely to recur upon termination. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4

Triggering criteria: Total raw water supply in connected lakes drops below 30 percent of total conservation storage, demand exceeds 98 percent of deliverable capacity for one day, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Goals for reduction and actions available under Stage 4:

The goal for water use reduction under Stage 4 is a 25-percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, as deemed necessary. All requirements implemented in Stages 1, 2 and 3 shall remain in effect during Stage 4. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Prohibit all commercial and residential landscape watering with the following exceptions:
 - Nurseries' plant stock may be watered between the hours of 9:00 p.m. and 9:00 a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.
 - Public gardens may water foundations, shrubs and trees between the hours of 9:00 p.m. and 9:00

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a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.

- Foundations may be watered for a two-hour period between the hours of 9:00 p.m. and 9:00 a.m. with a soaker or hand-held hose on the two day per week basis prescribed for landscape watering in Stage 2.
- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated and are unlikely to recur upon termination. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Stage 5

- (a) *System outage due to major water system components—Triggering criteria:* A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Goals for reduction and actions available under Stage 5:

The goal for water use reduction under Stage 5 is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, or other actions not included, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager.

- (b) *Supply source contamination special precautions—Triggering criteria:* Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the distribution system immediately and special precautions shall be taken in accordance with subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "boil water notice" and a letter explaining the situation and containing recommendations to the water customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public

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Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager determines that conditions exist which will allow removal of Stage 5 actions.

(Ord. No. 099-030, § 7, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-178. - Variances.

- (a) *Temporary variances.* The city manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (b) *Exemptions.* Persons requesting an exemption from the provisions of this article shall file a petition for a variance with the city within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager and shall include the following:
- (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
 - (8) Other pertinent information as may be required by the city manager.
- (c) *Special conditions.* Variances granted by the city manager shall be subject to the following conditions, unless waived or modified by the city manager:
- Variances granted shall include a timetable for compliance.
 - Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

7/8

Exhibit A

4/11/2019

Addison, TX Code of Ordinances

(Ord. No. 099-030, § 8, 8-24-9; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-179. - Penalty.

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than \$2,000.00, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. No. 099-030, § 11, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Secs. 34-180—34-200. - Reserved.

Exhibit A

Appendix C

Work Session and Regular Meeting

7

Meeting Date: 05/28/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution Approving Task Order Number 11 to the Master Services Agreement for Professional Engineering Services Between the Town of Addison and Cobb-Fendley & Associates, Inc., for Professional Engineering Services Related to the Civil Engineering Review of Development Plans for the DART Cotton Belt Line as it Runs Through Addison, and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$64,840.

BACKGROUND:

The review of the design of DART's Cotton Belt rail line as it affects the Town's infrastructure will be required beginning in the summer of 2019. Cobb-Fendley and Associates, Inc., provides plan review services for the Town under a Master Services Agreement that was executed on September 28, 2017. Task Orders are issued under the Master Services Agreement (MSA) for specific work to be performed by Cobb-Fendley. The term of the MSA is for an initial year with three one-year options to renew at the Town's discretion. The agreement was renewed on November 14, 2018 for an amount not to exceed \$47,000.

This action would authorize MSA Task Order #11 in the amount not to exceed \$64,840 for the review of plans associated with the DART Cotton Belt rail line. If approved, Cobb-Fendley will review the plans for street crossings, storm water drainage, water and wastewater utility relocations and changes, and other proposed designs that affect the Town's infrastructure.

Cobb-Fendley has reviewed plans for the Town since 2012. They are very familiar with the Town's design standards, ordinances, specifications, and construction standards that enables them to perform plan reviews quickly and accurately, in keeping with the Town's goal of providing excellent customer service. Due to the small size of the Town's Public Works staff, Cobb-Fendley's review of the plans is critical in being able to respond to DART in a timely manner.

Funding for this expenditure is available in the Development Services Department Fiscal Year 2019 operating budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Cobb Fendley

Contract - Cobb-Fendley Master Services Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING TASK ORDER NUMBER 11 TO THE MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND COBB, FENDLEY & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CIVIL ENGINEERING REVIEW OF DEVELOPMENT PLANS FOR THE DART COTTON BELT RAIL LINE AS IT RUNS THROUGH ADDISON IN AN AMOUNT NOT TO EXCEED \$64,840.00, 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. Task Order Number 11 which incorporates all provisions in the Master Agreement for Professional Engineering Services between the Town of Addison and Cobb, Fendley & Associates, Inc., for professional engineering services related to the civil engineering review of development plans for the DART Cotton Belt Rail Line as it runs through Addison, in an amount not to exceed \$64,840.00, a copy of which is attached to this Resolution as **Exhibit A**, 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 passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 28th day of May, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Exhibit A



TASK ORDER

MASTER SERVICE AGREEMENT (MSA), Task Order No. 11

Pursuant and subject to the above captioned MSA dated September 28, 2017 between Cobb, Fendley & Associates, Inc. (Consultant) and Town of Addison (Client). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: Town of Addison

Work to Be Performed: Perform Town Engineering services for the Town of Addison

Drawings, plans, specifications ~~(are)~~ (are not) attached: To be provided by Archer Western Herzog

Date and Time to Commence: Upon acceptance of task order & provision of submittal plan sets by Archer Western Herzog (see Exhibit B - Archer Western Herzog Cotton Belt Addison Design Packages & Preliminary Schedule).

Date and Time to Complete: Upon completion of construction of the rail project within the Town of Addison, and acceptance of all applicable Town infrastructure installed during the project.

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by

CLIENT (if any): N/A

Invoice Mailing Instructions: Monthly per the Master Service Agreement

Other Requirements or Variance from MSA (if any): N/A

CONSULTANT PROVIDED INFORMATION:

Compensation: Rate Table per MSA, not to exceed \$64,840

Scope of Work: See Exhibit A - Detailed Scope of Work

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT
COBB, FENDLEY & ASSOCIATES, INC.
By: Ted Sugg
Printed Name: Ted Sugg
Title: Principal
Date: 5-17-19

CLIENT
Town of Addison
By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A



EXHIBIT A

Task Request - Detailed Scope of Work

Project Description

CobbFendley shall provide engineering services to perform civil engineering plan review for the segments of the proposed "Cotton Belt" DART Rail project within the boundary limits of the Town of Addison. These services shall be completed per the following scope of work.

Scope of Work

Task 01 – Civil Engineering Plan Review

CobbFendley shall perform the following tasks:

- Perform four (4) civil engineering plan reviews (30%, 60%, 100%, & IFC) for each of thirteen (13) submittal design packages prepared by Archer Western Herzog, for a total of fifty-two (52) reviews. These thirteen design packages, as listed in Exhibit B, are:
 - Roadway – Marsh Ln
 - Guideway – Track/Grade Section 2-3
 - Roadway – Spectrum Dr
 - Station – Addison Station
 - Bridge – Bridge 22 – Midway Rd
 - Roadway – Addison Blvd
 - Roadway – Quorum Dr
 - Roadway – Midway Rd
 - Roadway – Surveyor Blvd
 - Guideway – Track/Grade Section 2-4
 - CB2 – Quiet Zone Design
 - Station Standards
 - Global Duct Bank Package
- For the purposes of preparing this proposal, the following assumptions were made:
 - All design package submittals and reviews will be electronic using BlueBeam software.
 - Each design package will be submitted and reviewed individually. (There may be opportunities to combine package submittals at some point, and when they are submitted together they will be reviewed together.)
 - The 30% plan review will be a schematic review with general civil comments provided.
 - The 60% and 100% plan reviews will be the most in-depth reviews with detailed comments provided.
 - The IFC plan review will be a final review/check to ensure the civil comments from the 100% submittal were addressed prior to issuance for construction.
 - Reviews will be completed and comments provided to the design engineer within the timeframes specified upon receipt of each design package submittal.

Task 02 – Project Review Meetings

CobbFendley shall perform the following tasks:

- Attend up to eight (8) project review meetings. For the purposes of preparing this proposal, the following assumptions were made:
 - One (1) overall pre-submittal meeting with all parties, per the meeting discussion on May 10, 2019.
 - Six (6) submittal-specific meetings with applicable parties throughout the review process. These meetings are anticipated to happen after the 60% and 100% reviews of the three largest package submittals (the two track packages & the bridge package) and will be attended either in person or by conference call, at the design engineer's discretion.

Exhibit A



- One (1) civil pre-construction meeting prior to beginning construction on the first design package area. Includes assumption that pre-construction meetings for the individual packages following the first will not be needed.

Task 03 – Construction Phase Services

CobbFendley shall perform the following tasks:

- Review construction material submittals for conformance with Addison standards.
- Respond to contractor questions and assist in coordination of issues encountered during construction. For the purposes of preparing this proposal, the following assumptions were made:
 - RFI's shall be submitted and answered electronically.
 - If an issue cannot be addressed electronically, the engineer shall attend up to three (3) onsite meetings with the contractor and Town staff.
- Review material testing reports for conformance with Addison standards.
- Attend up to four (4) "Punch list" walk-throughs for the design packages, and prepare and distribute the punch list to all parties in attendance. For the purposes of preparing this proposal, the following assumptions were made:
 - One (1) Track Package 2-2 punch list walk-through.
 - One (1) Track Package 2-3 punch list walk-through.
 - One (1) Midway Bridge punch list walk-through.
 - One (1) Addison Station punch list walk-through.
 - Roadway intersections shall be included in the track package walk-throughs.
 - Town of Addison staff shall perform the final inspections to confirm all items on the punch list have been completed. These final inspections shall not be attended by the Engineer.

THIS AREA PURPOSEFULLY LEFT BLANK

Exhibit A



Commercial Terms:

Engineer will provide the professional engineering services as outlined in the above Scope of Work on a Time and Materials basis for hourly work, for a cost not to exceed:

01. Civil Engineering Plan Review	\$ <u>48,720.00</u>
02. Project Review Meetings	\$ <u>3,840.00</u>
03. Construction Phase Services	\$ <u>12,040.00</u>
04. Project Expenses	\$ <u>240.00</u>
Task Order Total	\$ <u>64,840.00</u>

If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.

Services Not Being Provided By Engineer

We understand certain services or responsibilities, if required for the project, shall not be provided by the Engineer:

- Civil Engineering Design
- Conflict Analysis
- Construction Phase Services other than those detailed above
- Field Inspections
- Easement Preparation and Acquisition
- Environmental Studies
- Flood Plain Analysis
- Geotechnical Engineering
- Topographic Design Survey
- Subsurface Utility Engineering
 - Utility Designation
 - Test Holes on Existing Utility Lines
- Traffic Control Plans

Exhibit A



EXHIBIT B

Archer Western Herzog Cotton Belt Addison Design Packages & Preliminary Schedule

Order of Submittal	Major Segment	Category	Package Name	Stage	Town of Addison	Estimated Date
18	CB-2	Guideway	Track / Grade (2-2 Sta 2290 - 2135)	30	●	Jun-19
26	CB-2	Roadway	Marsh Ln	30	●	Jun-19
80	CB-2	Guideway	Track / Grade (2-2 Sta 2290 - 2135)	60	●	Aug-19
85	CB-2	Roadway	Marsh Ln	60	●	Sep-19
103	CB-2	Station	Addison Station	30	●	Oct-19
129	CB-2	Bridge	Bridge 22 - Midway Road	30	●	Oct-19
130	CB-2	Roadway	Surveyor Blvd	30	●	Nov-19
140	CB-2	Roadway	Midway Rd	30	●	Nov-19
148	CB-2	Roadway	Addison Blvd	30	●	Nov-19
165	CB-2	Guideway	Track / Grade (2-4 Sta 2290 - 2389)	30	●	Dec-19
167	CB-2	Roadway	Quorum Dr	30	●	Nov-19
173	CB-2	Guideway	Track / Grade (2-2 Sta 2290 - 2135)	100	●	Dec-19
174	CB-2	Roadway	Marsh Ln	100	●	Dec-19
187	CB-2	Station	Addison Station	60	●	Jan-20
199	CB-2	Roadway	Spectrum Dr	30	●	Jul-19
215	CB-2	Roadway	Surveyor Blvd	60	●	Feb-20
222	CB-2	Roadway	Midway Rd	60	●	Feb-20
242	CB-2	Roadway	Addison Blvd	60	●	Feb-20
251	CB-2	Roadway	Marsh Ln	IFC	●	Feb-20
256	CB-2	Guideway	Track / Grade (2-2 Sta 2290 - 2135)	IFC	●	Feb-20
260	CB-2	Bridge	Bridge 22 - Midway Road	60	●	Feb-20
269	CB-2	Roadway	Quorum Dr	60	●	Feb-20
288	CB-2	Guideway	Track / Grade (2-4 Sta 2290 - 2389)	60	●	Mar-20
300	CB-2	Roadway	Spectrum Dr	60	●	Oct-19
345	CB-2	Roadway	Surveyor Blvd	100	●	Apr-20
359	CB-2	Roadway	Midway Rd	100	●	Apr-20
380	CB-2	Roadway	Addison Blvd	100	●	Apr-20
418	CB-2	Roadway	Quorum Dr	100	●	Apr-20
440	CB-2	Station	Addison Station	100	●	Jun-20
451	CB-2	Roadway	Surveyor Blvd	IFC	●	May-20
459	CB-2	Roadway	Spectrum Dr	100	●	Dec-19
461	CB-2	Roadway	Midway Rd	IFC	●	May-20
473	CB-2	Guideway	Track / Grade (2-4 Sta 2290 - 2389)	100	●	Jul-20
481	CB-2	Roadway	Addison Blvd	IFC	●	Jun-20
497	CB-2	Roadway	Quorum Dr	IFC	●	Jun-20
500	CB-2	Bridge	Bridge 22 - Midway Road	100	●	Aug-20
507	CB-2	Station	Addison Station	IFC	●	Aug-20
510	CB-2	Roadway	Spectrum Dr	IFC	●	Jan-20
522	CB-2	Guideway	Track / Grade (2-4 Sta 2290 - 2389)	IFC	●	Sep-20
538	CB-2	Bridge	Bridge 22 - Midway Road	IFC	●	Sep-20
603	CB-2	General	CB2 - QUIET ZONE DESIGN		●	TBD
607	CW	General	Station Standards 60%	60	●	TBD
610	CW	General	Global Duct Bank Package		●	TBD

**MASTER AGREEMENT
TO FURNISH
CONSULTING SERVICES TO
TOWN OF ADDISON, TEXAS**

For consideration hereinafter set forth, Cobb, Fendley & Associates, Inc., (Engineer) a Texas corporation with an office in Frisco, Texas, agrees to provide consulting services to the TOWN OF ADDISON, TEXAS, (Owner), for various projects located within Dallas County, Texas. This Master Agreement to Furnish Consulting Services to the TOWN OF ADDISON, TEXAS, (Agreement) is effective as of September 28, 2017 and unless earlier terminated by Owner pursuant to Section 6-2, shall continue through the completion of performance of any Task Order(s) executed by both Parties on the dates designated on the appropriate Task Orders.

ARTICLE 1. SCOPE OF SERVICES

At Owner's request and in Owner's sole discretion, Owner may engage from time to time the Engineer to perform professional engineering Services (as defined in this Article) in connection with a Project (as defined in Section 7-2). Engineer agrees to perform such Services, hereinafter defined, in accordance with the terms and conditions of this Agreement and with any individual Task Order (as defined in this Article). Owner reserves the right, in its sole discretion, to hire other engineers for any reason and for any purpose. In performing its professional engineering Services hereunder and in connection with each Project and Task Order, the Engineer shall follow the degree of professional engineering standard of care and skill set forth in Section 4-3 of this Agreement.

The Services to be provided by the Engineer shall be as mutually agreed to in separate written Task Orders executed by Owner and Engineer (Task Order) in substantially the form attached as Exhibit A, which is incorporated herein for all purposes. Accordingly, whenever used in this Agreement, the term Services shall mean those services specified in a Task Order and all related work (and including any Subcontracted Services (hereinafter defined)). Each Task Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the Owner. Each Task Order shall be subject to and integrated into this Agreement, and the terms of this Agreement shall be incorporated into and made a part of each Task Order. All Services shall be performed by the employees of Engineer unless otherwise provided in a Task Order. Engineer shall be wholly and solely responsible for any Services or Subcontracted Services (as defined in Section 2-2) provided by any officer, owner, employee, agent, representative, contractor or subcontractor of Engineer (collectively, Engineer's Personnel).

ARTICLE 2. COMPENSATION

2-1. ENGINEER

Compensation by the Owner to the Engineer for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Task Order. All time shall be billed at the Engineer's then current labor billing rates. Said rates shall be subject to a cost of living adjustment on an annual basis as agreed to between the Parties. Then current billing and labor rates shall be made available to the Owner upon request; billing and labor rates in effect on the Effective Date of this Agreement are attached hereto as Exhibit B (and such rates shall remain in effect for a period of one year, after which time they may be adjusted as set forth herein and be in effect for another one year period, and so on, so that rates hereunder (current or as adjusted) will be in effect for a one year period). Owner shall also reimburse Engineer for any Direct Expenses (as defined in Article 7) reasonably and necessarily incurred by Engineer in performing Services. This Agreement contemplates that alternate compensation may be proposed by either Party on a Task Order specific basis, including fixed price or time and materials tasks, or negotiated rates which, if applicable, shall be specified in the Task Order.

2-2. SUBCONTRACTED SERVICES

When necessary, technical or professional contracted or subcontracted work or services and / or other outside services and facilities (collectively, the Subcontracted Services) shall be procured by the Engineer in connection with the work, subject to Owner's prior written consent. Engineer shall issue subcontracts for Subcontracted Services in its own name. Engineer shall be compensated for its work related to the Subcontracted Services for the actual amount invoiced by the subcontractor times a multiplier or the equivalent staff hourly billing rate, whichever is greater and agreed to by the parties in a Task Order.

Except as set forth above, neither Engineer nor Owner may assign, sublet, transfer, or otherwise convey (together, an Assignment), and neither has the power to assign, sublet, transfer, or otherwise convey, any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 3. TERMS OF PAYMENT

3-1. PAYMENT

Engineer shall submit to Owner monthly invoices for Services and any compensation due under Section 2. Each invoice shall be accompanied by such documentation as Owner may reasonably require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred, and the sum of all prior payments under this Agreement in connection with each Task Order. Payment to the Engineer shall be made within 30 days of receipt of such invoices and accompanying documentation, subject to Owner's right to withhold payment pursuant to Section 3-2 of this Agreement. Engineer shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any work by the Owner.

Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make payment to Engineer hereunder if:

1. Engineer is in default of any of its obligations under this Agreement or any Task Order or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any services of Engineer which are not performed in accordance with this Agreement and/or any Task Order;
3. Engineer has failed to make payment promptly to subcontractors or consultants or other third parties used by Engineer in connection with Engineer's services hereunder for which the Owner has made payment to Engineer; or
4. If Owner, in its good faith judgment and after consultation with Engineer, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in connection with a Task Order, no additional payments will be due Engineer hereunder unless and until Engineer performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by Owner to be sufficient to complete the Services.

3-2. DISPUTED BILLING

In the event Owner disputes or contests any invoice, Owner shall nevertheless pay any undisputed amounts in accordance with Section 3-1. The Owner shall not dispute or contest any invoice without a reasonable basis. Owner's dispute or contest shall be submitted to Engineer in writing within 5 business days following Owner's receipt of such disputed invoice ("business days" being Monday through Friday of each week, excluding any holiday observed by Owner). The parties will seek to resolve any dispute within 5 days of Engineer's receipt of the written dispute or contest.

3-3. BILLING ADDRESS

Engineer shall submit monthly the original invoice and necessary and reasonable accompanying documentation to the following address:

Owner Town of Addison Attn:
 Jason Shroyer, P.E.
 P. O. Box 9010
 Addison, TX 75001-5190

3-4. ACCOUNTING RECORDS

Engineer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems to be reasonably satisfactory to Owner. Owner and Owner's representatives and accountants shall be afforded reasonable access to the Engineer's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement and any Task Order during normal business hours at the location where such documents are stored by Engineer, including to audit or inspect the same. Engineer shall preserve all such related documentation for a period of five (5) years after final payment is made of each Task Order.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

4-1. GENERAL

Engineer shall serve as Owner's professional consultant for all Services in connection with this Agreement and any Task Order between the Parties and shall provide professional consultation and advice and furnish customary services incidental thereto. Engineer shall perform all work hereunder in a manner satisfactory and acceptable to Owner in accordance with the terms and conditions of this Agreement, including the Standard (as defined in Section 4-3). Engineer shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the Standard (as defined in Section 4-3) and shall cause all Subcontracted Services to be similarly undertaken and performed. No less than monthly (and at any other time as Owner may request), Engineer shall keep Owner informed, orally or in writing, as to the status of all Services in process. All oral information shall be subsequently confirmed in writing if requested by Owner. Notwithstanding anything to the contrary in this Agreement, Engineer is not and shall not be deemed to be an agent of Owner for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Accordingly, except as specifically set forth in this Agreement or a Task Order, (a) nothing in this Agreement or any Task Order shall make Engineer a partner or agent of Owner for any purpose, and Owner shall not be deemed an agent for Engineer, and (b) neither Engineer nor Owner shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow Owner to exercise discretion or control over the professional manner in which the Engineer performs the Services which are the subject matter of this Agreement or any Task Order; provided always, however, that the Services to be provided by Engineer shall be provided in a manner consistent with all applicable standards and regulations governing such Services. In conjunction with prior written notice to and approval from the Owner, the method and manner in which Engineer's Services hereunder and under any Task Order shall be performed shall be determined by the Engineer in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, the Engineer shall at all times be under the Engineer's exclusive direction and control.

Upon completion of any documents, drawings, records, plans, reports, designs, specifications, information, or other work product, in whatever form or format (collectively, Work Product), Engineer shall provide to Owner two (2) sets of such Work Product for its review and consideration of approval. Notwithstanding Owner's approval of or payment for any of such Work Product, Engineer attests that such Work Product, and as the same may be amended or supplemented by the Engineer, shall be sufficient and adequate for the Project for which they are prepared. Notwithstanding Owner's approval of or payment for any Work

Product, Engineer attests and represents that the same, including as the same may be amended or supplemented by Engineer, per the Standard, shall, to the best of Engineer's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to the Client. In accordance with the Standard, Engineer agrees that if it shall recommend unsuitable materials in connection with any Project or this Agreement or if the design of a Project should be defective in any way, Engineer will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Engineer's recommendation of unsuitable materials or defective design. Approval by the Owner of, or payment by Owner for, any Services or any of Engineer's Work Product pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its owners, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by the Owner for any defect, error or omission in such Documents, it being understood by the parties that the Owner at all times is ultimately relying on Engineer's skill and knowledge in providing Services and in preparing Work Product.

All Work Product shall be professionally sealed as may be required by law, rule, code, or regulation.

4-2. AUTHORIZATION TO PROCEED

The Engineer shall not begin work on any Services until the Owner directs Engineer in writing to proceed. Unless otherwise specified in a Task Order, each Task Order shall constitute notice and authorization to proceed in connection with the applicable Services.

4-3. STANDARD OF CARE; REPRESENTATIONS

The standard of care applicable to Engineer, including Engineer's Personnel, in rendering Services or Subcontracted Services shall be the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers performing the same or similar Services or Subcontracted Services in the same locality (Dallas County, Texas) in which the work and services hereunder are being provided (collectively, the Standard). The Engineer shall re-perform and otherwise remedy any Services, including Subcontracted Services, not meeting the Standard without additional compensation. Further, Engineer and all subcontractors shall perform all Services in accordance with any applicable law, rule, regulation or order of any federal, state or local agency having jurisdiction over any matter related to this Agreement that is in effect or effective at the time such Services or Subcontracted Services are performed.

Engineer represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Engineer agrees and acknowledges that Owner is entering into this Agreement in reliance on Engineer's professional abilities with respect to performing the Services set forth herein.

4-4. ENGINEER'S INSURANCE

At all times in connection with this Agreement (including the Services to be provided by Engineer), Engineer shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- a) Worker's Compensation as required by the State of Texas, whichever is greater, including coverage under the broad form, all states endorsement, and including Employer's Liability coverage at minimum limits of \$1,000,000 each occurrence each accident / \$1,000,000 by disease each-occurrence \$1,000,000 by disease aggregate.

b) Commercial automobile and vehicle liability insurance at minimum combined single limits per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

c) Commercial general liability insurance at minimum combined single limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement).

d) Professional Liability insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be maintained for at least two (2) years after this Agreement and any Project is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Engineer shall specifically endorse applicable insurance policies as follows:

(a) The Town of Addison, Texas, its officials, officers, employees, and agents, shall be named as an additional insured with respect to all liability policies (except professional liability).

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, Texas.

(c) A waiver of subrogation in favor of the Town of Addison, Texas its officers, employees, and agents shall be contained in the Workers Compensation and all liability policies.

(d) 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.

(e) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days notice prior to cancellation or non-renewal of the insurance.

(f) 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.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Engineer may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas.

(i) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas 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. Certificates of Insurance, satisfactory to Owner, shall be prepared and executed by the insurance company or its authorized agent, shall be delivered to Owner in connection with each Task Order prior to commencement of Services, and shall:

(a) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

(b) Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison, Texas.

Upon request, Engineer shall furnish Client with complete copies of all insurance policies, and applicable endorsements, certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Engineer shall require any person providing Subcontracted Services to carry the same insurance and to comply in all respects with the provisions of this Section 4-4 in connection with each Task Order prior to commencement of Subcontracted Services or site mobilization.

4-5. FEDERAL, STATE AND LOCAL REGULATIONS

Engineer shall comply with federal, state and local laws, standards, rules, and regulations applicable to this Agreement.

4-6. CONFIDENTIALITY

Engineer acknowledges that Owner is a Municipality and must comply with the rules and regulations of the Public Information Act, as the same may be amended or superseded. All Work Product and any other information or materials given to or prepared by, for, or on behalf of Engineer under this Agreement shall be kept confidential by Engineer, except to the extent required by law.

4-7. LIENS - Not applicable for municipal projects

ARTICLE 5. OBLIGATIONS OF THE OWNER

5-1. OWNER-FURNISHED DATA AND ACCESS TO SITE

The Owner shall provide to the Engineer available (i.e., in the Owner's custody and control) technical data that Owner determines to be needed to perform the Services on the Project. Subject to the Standard, Engineer may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Owner. Engineer shall be entitled to additional compensation and time to complete the Services to the extent the cost or time to complete the Services are increased due to inaccurate technical data or inaccurate information provided by the Owner.

5-2. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or becomes aware of any development that affects the scope or timing of Services or any Subcontracted Services, or any defect in the Services or Subcontracted Services of the Engineer; provided, however, that Owner's failure to comply with its obligations under this paragraph shall not be construed to adversely affect any liability responsibility or obligation of Engineer to Owner under this Agreement. The Engineer shall give prompt written notice to Owner whenever Engineer observes or becomes aware of any development that affects the scope or timing of Services, or any defect in the Services or Contracted Services of the Engineer, including Engineer's Personnel.

5-3. CHANGES

No changes in the general scope of Services or Subcontracted Services and no amendment may be made to any Task Order (collectively, Changes) unless first agreed to by Owner and Engineer in writing. Engineer's key personnel shall not be permitted to be changed or substituted unless first authorized in writing by the Owner. If any approved Changes affect the Engineer's cost of or time required for performance of the Services, an equitable adjustment shall be made through a written amendment to this Agreement or Task Order signed by Owner and Engineer within seven (7) days after Change.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6-1. FORCE MAJEURE

Neither Engineer nor Owner is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events of a like nature which are beyond the control of the Party obligated to perform hereunder and not avoidable by the diligence of that Party; in such event, the Party obligated to perform shall give the other Party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of the Services or Subcontracted Services or other act under this Agreement, the Parties shall make an equitable adjustment of the schedule and price; provided, however, that the Party obligated to perform shall continue to promptly perform all of its obligations under this Agreement, including the Services, while the Parties are determining the nature and extent of any such adjustments.

6-2. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for one (1) year ("Initial Term"). Upon completion of the Initial Term, the Owner may, at its sole discretion, elect to renew this Agreement for three (3) additional one (1) year terms (each, individually, the "Renewal Term"). The Owner shall provide the Engineer thirty (30) days advance written notice of its intent to renew this Agreement prior to the Initial Term or Renewal Term, as applicable.

This Agreement and/or any Task Order may be terminated (Termination for Convenience) by either Party through written notice to the other Party to be effective thirty (30) calendar days after the other Party's receipt of such notice; provided, however, that Owner shall be responsible to pay the Engineer for all authorized Services and Subcontracted Services properly performed in accordance with this Agreement up to the termination date (subject to the terms, conditions and provisions of this Agreement). Upon Engineer's termination of this Agreement or upon Engineer's receipt of notice of termination from Owner, Engineer shall cause to be promptly delivered to Owner's offices a copy of all information and Work Product prepared by, for, or on behalf of Engineer. In the event of a Termination for Convenience by either Party, Engineer shall have no recourse against Owner except as stated in the second sentence of this Section.

Either Party may terminate this Agreement or any Task Order because of default of the other Party, to be effective fifteen (15) days after receipt by the breaching Party of a written notice specifying such default, unless the breaching Party corrects such default or presents a mutually agreeable plan to cure such default within such time.

Notwithstanding any termination of this Agreement, unless otherwise agreed by Owner, Engineer shall complete all Task Orders executed prior to the effective date of termination. Owner shall pay for such work, performed in accordance with this Agreement, in accordance with Article 3, unless Owner has determined that Engineer is in default related to the work. Upon termination of this Agreement for any reason, if Owner has compensated Engineer for Services or any other work not yet performed, Engineer shall promptly return such compensation to Owner.

6-3. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

Upon seven (7) days prior written notice, the Owner may suspend, delay, or interrupt for up to six (6) months the services of the Engineer for the convenience of the Owner. Nothing in this Section 6-3 shall be construed to apply to any such suspension, delay or interruption caused by an event identified in Section 6-1. A suspension may be withdrawn by Owner upon five (5) days written notice to Engineer. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Owner and Engineer shall be compensated by Owner as if this Agreement were a Termination for Convenience.

6-4. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENGINEER HEREBY AGREES AS FOLLOWS:

a) WITH REGARD TO THE ENGINEERING SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER BY OR THROUGH THE ENGINEER, ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS OWNER AND OWNER'S ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "OWNER PERSONS") FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR, RELATED TO, OR ARISING OUT OF INJURIES (INCLUDING BUT NOT LIMITED TO DEATH), LOSSES, EXPENSES, LIABILITY, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, SUITS, HARM, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), OF ANY KIND OR NATURE WHATSOEVER, MADE UPON OR INCURRED BY OWNER OR ANY OTHER OWNER PERSONS, WHETHER DIRECTLY OR INDIRECTLY, (COLLECTIVELY, "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR BY THE ENGINEER'S EMPLOYEE, OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL (THE ENGINEER'S EMPLOYEE, AGENT, CONSULTANT UNDER CONTRACT, OR SUCH OTHER ENTITY BEING "ENGINEER PERSONS").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF AN OWNER PERSON. HOWEVER, WHEN ANY CLAIMS ARISE OUT OF THE CO-NEGLIGENCE OF ANY OWNER PERSONS AND THE ENGINEER OR ANY ENGINEER PERSONS, ENGINEER'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF SUCH CLAIMS EQUAL TO THE OWNER PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE. LIKewise, ENGINEER'S LIABILITY, IF ANY, FOR OWNER PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO OWNER PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE.

b) ENGINEER SHALL PROMPTLY ADVISE THE OWNER IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY OWNER PERSON RELATED TO OR ARISING OUT OF ENGINEER'S ACTIVITIES UNDER THIS AGREEMENT REGARDING AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT ENGINEER'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 ENGINEER OF ANY OF ITS OBLIGATIONS HEREUNDER. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

c) THE PROVISIONS IN THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS PROVISIONS 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 (INCLUDING, WITHOUT LIMITATION, FOR VIOLATING SECTION 271.904(A), TEX. LOC. GOV. CODE, OR SECTION 130.002(B), TEX. CIV. PRAC. & REM. CODE), 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.

d) THE OBLIGATIONS SET FORTH IN THIS SECTION 6-4 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6-5. JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. In the event of any action, suit or legal proceeding under or in connection with this Agreement, venue for the same shall lie exclusively in state courts in Dallas County, Texas.

6-6. SEVERABILITY

The articles, sections, subsections, paragraphs, sentences, phrases, words, terms, and all other provisions (collectively, Provisions and each a Provision) of this Agreement are severable, and if any of the Provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable Provisions shall not affect any other Provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable Provisions had never been contained herein; and it is the intention of the Parties that in lieu of each Provision that is found to be illegal, invalid, or unenforceable, the Parties agree to seek to reasonably negotiate a new Provision to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the Provision found to be illegal, invalid or unenforceable.

6-7. ASSIGNMENT

Provisions regarding Assignment are set forth in Section 2-2 of this Agreement.

6-8. SURVIVAL

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration. Without limiting the foregoing, Articles 4 and 6 shall survive termination of this Agreement.

6-9. NO THIRD PARTY RIGHTS

Except as provided in Sections 4-4 and 6-4, this Agreement shall not create any rights or benefits to parties other than Engineer, Owner, and any Owner affiliated entity including, but not limited to, an entity formed for purposes of developing and/or owning the Project.

6-10. USE OF WORK PRODUCT

The Work Product (including all drawings, plans, specifications, reports, documents, records, plans, and designs, in whatever form or format) prepared by the Engineer shall be the sole property of the Owner and may be used by the Owner for the purpose of completing the Project for which the Work Product was prepared for such other purposes or uses as Owner may deem appropriate; provided, however, that should Owner use the same for a purpose not in connection with the Project, Owner does so at its own risk.

6-11. NOTICE

Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including Exhibits and Task Orders, shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each Party are as follows:

IF TO OWNER:

Town of Addison
Attention: Jason Shroyer, P.E.
P.O. Box 9010
Addison, TX 75001-5190

IF TO ENGINEER:

Cobb Fendley & Associates
Ted B. Sugg, P.E.
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034

Each Party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The Parties acknowledge and agree to provide to the other Party within 72 hours of transmission such documents bearing the original signatures.

6-12. RIGHT OF ENTRY

Owner shall permit Engineer reasonable access to a Project as may be required to permit Engineer to perform the Services; provided, however, Engineer shall coordinate all Services so as not to interfere with any of Owner's operations at a Project site.

6-13. INTERPRETATION AND FAIR CONSTRUCTION OF AGREEMENT

This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning.

6-14. NON-WAIVER

No term or provision of this Agreement shall be deemed waived or any breach excused unless the waiver or excusing of the breach shall be in writing and signed by the Party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Notwithstanding any other provision of this Agreement, nothing in this Agreement 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 Owner, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

6-15. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions provided by the Engineer concerning probable project cost or probable construction cost are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost shall not vary from the opinions of probable cost Engineer prepares. The Engineer shall advise the Owner if it appears that the construction cost may exceed the latest approved Project budget and make recommendations for corrective action.

6-16. CONSTRUCTION PROCEDURES

Owner may request that Engineer provide construction review services in connection with a Project. If Owner makes such a request, in addition to other provisions of this Agreement, the following provisions of this Section 6-16 shall apply. Such services shall consist of technical, on-site inspection of the materials, structures, equipment and workmanship and methods used by the construction contractor to verify that a Project and any portion thereof is constructed in compliance with all construction documents (including all graphic and written information prepared or assembled in connection with the construction of a project) (Contract Documents).

For construction work on a Project for which Engineer provided Work Product under this Agreement that is contracted directly to or with Owner, Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable Contract Documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the construction work and shall not manage, supervise, control or have charge of construction. Further, Engineer shall not be responsible for the acts or omissions of the contractor or other parties on a Project.

Engineer's visits to a Project site (at such intervals as may be agreed by Owner and Engineer) during the construction phase of a Project are to allow Engineer to become generally familiar with and to observe the progress and quality of the construction work, and to determine in general if the work is being performed and is proceeding in a manner indicating that the work, when completed, will be in accordance with the Work Product prepared by or for Engineer hereunder. However, it is understood that the contractor, not Engineer, is solely responsible for the construction of the Project, for safety programs and procedures at the site, and for its own acts or omissions and those of any subcontractor. Engineer shall recommend to Owner that contractor's work be disapproved and rejected while it is in progress if, on the basis of such on-site visits and observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents and Work Product or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and Work Product.

On the basis of on-site visits and observations, Engineer shall keep the Owner informed of the progress and quality of the construction work, and shall endeavor to guard the Owner against defects and deficiencies in the work and to the extent Engineer observes or is made aware of such defects and deficiencies, Engineer will report any such defects and deficiencies to the Owner. Engineer shall require such special inspections or tests of contractor's work as Engineer deems appropriate, and shall receive and review certificates of or other documents regarding inspections, tests and approvals as requested by the Owner and as required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and Work Product; Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the same.

Engineer shall promptly correct any defective Work Product or other information furnished by Engineer at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of Engineer's services hereunder, including, without limitation, the Work Product or any portion thereof, or of the Project itself, shall in no way alter Engineer's obligations or the Owner's rights hereunder. If requested by Owner, Engineer shall review and take appropriate action on the contractor's submittals and application for payment (including, without limitation, certifying any amounts due the contractor based upon Engineer's visits to and observations at the site or other location in connection with a Project), and such certification shall constitute a representation to the Owner, based on Engineer's visits and observations at the site (or other location in connection with a Project) and on the data comprising the Contractor's applications for payment, that, to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents (and including but not limited to the Work Product). Engineer shall furnish to the contractor such additional details, interpretations, and clarifications as are customary during the Project construction phase. All changes, substitutions, and deviations from the Work Product shall be subject to Owner's review and approval.

Engineer shall review and approve or take other appropriate action upon contractor's submittals such as shop drawings, product data and samples for the purpose of checking such submittals for conformance with, and the design concept expressed in the requirements of, the Contract Documents and Work Product. Engineer's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in construction by the Owner's own forces (if any), while allowing sufficient time in Engineer's professional judgment to permit adequate review. Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Engineer, of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents and Work Product, Engineer shall be entitled to rely upon such certification to establish that the materials, systems or

equipment will meet the performance criteria required by the Contract Documents and Work Product.

At Owner's request, Engineer shall review or take other appropriate action on construction change orders and construction change directives. Engineer shall also issue necessary clarifications and interpretations (and report the same to Owner) of the Contract Documents and Work Product as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and Work Product.

Based on Engineer's observations and on its review of applications for payment and accompanying supporting documentation from the contractor (if Owner has requested such review), Engineer shall, at Owner's request, determine the amounts that Engineer recommends the contractor be paid. Such recommendations of payment (if requested by Owner) will be in writing and will constitute Engineer's representation to Owner, based on Engineer's observations and review, that, to the best of Engineer's knowledge, information and belief, (i) the contractor's work has progressed to the point indicated, (ii) such work is generally in accordance with the Contract Documents and Work Product (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and Work Product and to any other qualifications stated in the recommendation), and (iii) the conditions precedent to contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of contractor's work, based on observations and measurements of quantities provided by the contractor with contractor's pay requests.

Engineer shall secure, review, and transmit to Owner all original or other documents Engineer receives from the contractor, including without limitation any required lien waivers, releases, bonds, affidavits, certificates of inspection, tests and approvals, maintenance and operating instructions, schedules, guarantees, certificates or other evidence of insurance, warranties and similar submittals, and deliver all keys, manuals, record drawings and maintenance books to Owner, as required by the Contract Documents which are to be assembled by contractor in order to obtain final payment.

Promptly after notice from the contractor that the contractor considers the work ready for its intended use, Engineer, accompanied by Owner and the contractor, shall conduct a visit and observation to determine if the work is substantially complete. If after considering any objections of Owner, Engineer considers the work on the Project substantially complete, Engineer shall notify the Owner and contractor and shall issue a certificate of substantial completion to Owner and the contractor. Simultaneous with Engineer's determination that the Project is substantially complete and the issuance of a certificate of substantial completion, Engineer shall, jointly with the contractor, prepare for Owner a list of incomplete or unsatisfactory items and a schedule for their completion (the "punch list"). If requested by Owner, Engineer shall observe and monitor the correction and final completion of the work. Following issuance of a certificate of substantial completion of the work, if requested by Owner, Engineer shall evaluate the completion of the work of the contractor and make recommendations to Owner when the work is ready for final inspection. Promptly after notice from the contractor that the contractor considers the entire work finally complete and all items on the punch list completed, Engineer, accompanied by Owner and the contractor, shall conduct an inspection of the Project to determine if the work is finally complete.

When the Engineer determines that work of the contractor has been finally completed, is acceptable, and is generally in accordance with the Contract Documents and Work Product, Engineer will recommend, in writing, final payment to the contractor. Accompanying the recommendation for final payment, Engineer shall also provide a written representation and notice to Owner that the work meets the intent of Engineer's design, is acceptable, and is in accordance with the Contract Documents and Work Product to the best of Engineer's knowledge, information, and belief.

Engineer shall assemble and deliver to the Owner (i) one full size bond set, (ii) one half size bond set, and (iii) a CD in AutoCAD format and PDF format, of reproducible Record Construction Drawings as prepared by Engineer showing changes in the construction work during the construction process, including the final location of all buried utilities, based on marked up prints and drawings and other data furnished by the contractor.

Engineer shall advise and consult with the Owner during construction until final payment to the contractor is made and during any maintenance bond period and warranty period by the contractor for a Project.

6-17. HAZARDOUS WASTES

Owner represents to Engineer that, to its actual knowledge, no hazardous wastes (as hereinafter defined) are present at a Project site, except as may be disclosed orally to Engineer or set forth in a Task Order. However, in the event hazardous wastes are known to Owner to be present, Owner represents that it shall disclose to Engineer the existence, including type, quantity and location of such hazardous wastes. In the event Engineer or any other party encounters undisclosed hazardous wastes, Engineer shall have the obligation to notify Owner and, to the extent required by law or regulation, the appropriate governmental officials, and Engineer may, at its option and without liability for consequential or any other damages to Owner, suspend performance of Services on that portion of a Project affected by such hazardous wastes. For purposes of this section, "hazardous wastes" has the same meaning as such term is defined in the Resource Conservation and Recovery Act or any applicable state law, rule or regulation then in effect.

ARTICLE 7. DEFINITIONS; MISCELLANEOUS

7-1. DIRECT EXPENSES

Direct Expenses shall mean those out-of-pocket reasonable costs or expenses directly and necessarily incurred by Engineer, including its employees, for Services including, but not limited to, transportation costs, including current rates for Engineer's vehicles; meals and lodging (however, in order to be reimbursed, any costs associated with out-of-town travel shall receive the prior written approval of Owner), laboratory tests and analysis; and special Owner-requested and Project-related insurance, not including the insurance described in Section 4-4. Direct Expenses shall not include payroll costs and compensation, capital expenses, overhead, or costs incurred as a result of the application of Section 4-3 or Section 6 of the Agreement or otherwise as a result of the negligent act, error or omission or willful misconduct of Engineer or Engineer's Personnel. Reimbursement for Direct Expenses shall be on the basis of actual charges when furnished by commercial sources and, when furnished by Engineer, on the basis of current rates specified in the applicable Task Order.

7-2. OTHER DEFINITIONS

Whenever used in this Agreement, the term (a) "including" shall mean including without limitation, (b) "Party" shall mean Owner or Engineer, and "Parties" shall mean Owner and Engineer, collectively, and (c) "Project" shall mean the project for which a Task Order has been issued in accordance with Article 1. The article and section headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

7-3. MISCELLANEOUS

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

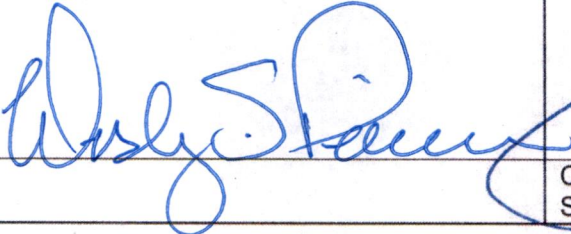
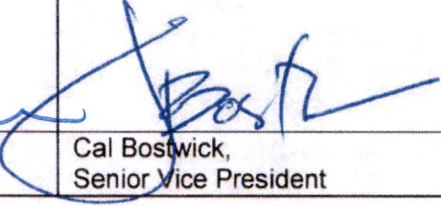
The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

This Agreement may be only amended or altered by written instrument signed by both of the Parties.

ARTICLE 8. SIGNATURES

This Agreement and the Task Orders, and any Exhibits, constitute the entire Agreement, supersede all prior written or oral understandings, and may only be changed by a written amendment to the Agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties execute below:

Town of Addison, Texas	Cobb Fendley & Associates, Inc.
	 Cal Bostwick, Senior Vice President

Date: 10/11/17

Date: 9/18/17

ATTACHMENT A

TASK ORDER

MASTER SERVICE AGREEMENT (MSA), Task Order No. _____

Pursuant and subject to the above captioned MSA dated _____ between _____
_____ and _____, CLIENT hereby requests that CONSULTANT
performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: _____

Work to Be Performed: _____

Drawings, plans, specifications (are) (are not) attached: _____

Date and Time to Commence: _____

Date and Time to Complete: _____

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by
CLIENT (if any): _____

Invoice Mailing Instructions: _____

Other Requirements or Variance from MSA (if any): _____

CONSULTANT PROVIDED INFORMATION:

Compensation: _____

Scope of Work: _____

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT

COBB, FENDLEY & ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

COBB, FENDLEY & ASSOCIATES, INC.
2017 ADDISON RATE SCHEDULE
2017-2015

Principal / Chief Engineer	(Professional VIII)*	\$250.00/HR
Senior Engineer	(Professional VII)*	\$235.00/HR
Senior Project Manager	(Professional VI)*	\$200.00/HR
Project Manager.....	(Professional V)*	\$180.00/HR
Project Engineer III	(Professional III)*	\$145.00/HR
Project Engineer II	(Professional II)*	\$135.00/HR
Project Engineer I	(Professional I)*	\$105.00/HR
Senior Technician	(Technician IV)*	\$120.00/HR
Technician III.....	(Technician III)*	\$105.00/HR
Technician II.....	(Technician II)*	\$95.00/HR
Technician I.....	(Technician I)*	\$75.00/HR
Licensed State Land Surveyor.....	(Professional VI)*	\$200.00/HR
Registered Professional Land Surveyor	(Professional III)*	\$145.00/HR
4-Man Survey Crew		\$165.00/HR
3-Man Survey Crew		\$145.00/HR
2-Man Survey Crew		\$125.00/HR
1-Man Survey Crew		\$105.00/HR
Utility Specialist.....	(Professional II)*	\$125.00/HR
Right-of-Way Agent.....		\$110.00/HR
Administrative		\$90.00/HR
Clerical		\$65.00/HR

REIMBURSABLE EXPENSES

Technology Fee (*)		\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%	
Courier, Special Equipment Rental.....	@ Cost + 10%	
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost	
Mileage (Standard Car or Truck)	IRS Approved Rate	
Per Diem for Out of Town Travel (Per Day/Person)		\$35/Day
Title Plant Charges	@ Cost + 10%	
Other Misc. Expenses Related to the Project	@ Cost + 10%	
In-House Reproduction:		
Copies (Up to 11" x 17").....		\$0.15/Each
Color Prints (Up to 11" x 17")		\$1.50/Each
Color Prints (Larger than 11" x 17")		\$3.00/Sq. Ft.
Bluelines (All Sizes)		\$1.00/Each
Bond Prints (All Sizes)		\$2.00/Each
Mylar Prints.....		\$12.00/Each
Vellum Prints		\$9.00/Each

(*) Technology charges added to each billable man-hour.

* Category labels "Professional xx" etc. are interim designations for 2017 and are to be implemented in lieu of previous position titles in 2015.

TASK ORDER

MASTER SERVICE AGREEMENT (MSA), Task Order No. 1

Pursuant and subject to the above captioned MSA dated September 28, 2017 between Cobb, Fendley & Associates, Inc. (Consultant) and Town of Addison (Client). CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

CLIENT PROVIDED INFORMATION:

Work Site: Town of Addison
Work to Be Performed: Perform Town Engineering services for the Town of Addison
Drawings, plans, specifications (~~are~~)-(are not) attached: None
Date and Time to Commence: Upon acceptance of task order
Date and Time to Complete: September 30, 2018
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): N/A
Invoice Mailing Instructions: Monthly per the Master Service Agreement
Other Requirements or Variance from MSA (if any): N/A

CONSULTANT PROVIDED INFORMATION:

Compensation: Rate Table per MSA, not to exceed \$100,000 annually (sum of all task orders)
Scope of Work: Perform plan reviews, attend Infrastructure & Operations meetings, attend Development Review meetings, and perform miscellaneous engineering tasks as requested by Town staff.

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CONSULTANT

COBB, FENDLEY & ASSOCIATES, INC.

By: Ted Sugg

Printed Name: Ted B. Sugg, P.E.

Title: Principal : Regional Municipal Manager

Date: 9-18-17

CLIENT

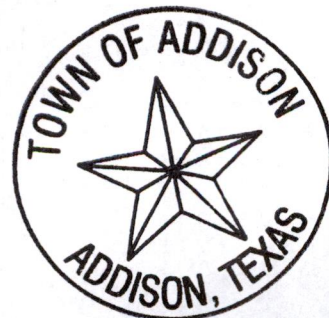
Town of Addison

By: Wesley Pierson

Printed Name: WESLEYS. PIERSON

Title: City Manager

Date: 10/9/17



Work Session and Regular Meeting

8

Meeting Date: 05/28/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action to Approve a **Resolution Approving a Contract Agreement Between the Town of Addison and Stripe-A-Zone, Inc. for the 2019 Annual Street Pavement Markings Project, and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$113,637.36.

BACKGROUND:

Pavement markings are an important element in providing safe roadways. Pavement markings designate travel lanes, provide advanced warnings for a multitude of varying road conditions and hazards, and provide a visual warning at places where vehicular traffic and pedestrian traffic interact.

Each year the Streets Division of the Public Works and Engineering Services Department develops a pavement markings program. These areas are identified by visual inspection and by utilizing the average life cycle of thermoplastic pavement markings. This year's program to replace thermoplastic pavement markings, fire lane, and loading zone markings are detailed in the attached documents.

The Town has an interlocal agreement with the City of Grand Prairie that was approved by Council in 2014. Staff proposes to use the contract that Stripe-A-Zone, Inc. has with Grand Prairie to provide this service. Stripe-A-Zone has successfully completed pavement markings projects all over the Metroplex and they come highly recommended. The Town has also used them repeatedly and has been pleased with their work. The amount of the Fiscal Year 2019 pavement markings program is \$113,637.36. Funds for this project are available in the Fiscal Year 2019 Streets Operating General Fund.

Pending Council approval, the project will begin in mid-June and will be completed by September 30, 2019.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Stripe-A-Zone Contract Agreement

Thermoplastic Pavement Markings List

Fire Lane Markings List

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 STRIPE-A-ZONE, INC. FOR THE 2019 ANNUAL PAVEMENT MARKINGS PROJECT IN AN AMOUNT NOT TO EXCEED \$113,637.36, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2014, the Town of Addison executed a Master Interlocal Cooperative Purchasing Agreement Between the City of Grand Prairie and the Town of Addison (the "Agreement") in accordance with Chapter 791 of the Texas Government Code, to allow each city to utilize the other's purchasing process to acquire goods and services in compliance with Chapter 271 of the Texas Local Government Code; and

WHEREAS, Grand Prairie obtained bids for pavement marking services and Addison now desires to enter into a contract with the successful bidder, Stripe-A-Zone, Inc., for the services.

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

Section 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2. The Contract Agreement between the Town of Addison and Stripe-A-Zone, Inc. for the 2019 Annual Pavement Markings Project in the amount of \$113,637.36, 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, Instructions 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 3. 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 28th day of May, 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 15th day of May, 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 Stripe-A-Zone, Inc., of the City of Grand Prairie, County of Tarrant, State of Texas, 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:

2019 Annual Pavement Markings Project Addison Bid # 19-177

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 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 **One Hundred Thirteen Thousand Six Hundred Thirty Seven Dollars and Thirty Six Cents (\$113,637.36)** in current funds 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

Stripe-A-Zone, Inc.
Party of the Second Part (Contractor)

ATTEST:

Catherine Peterson
Catherine Peterson, Estimating Assistant

By: David Sargent
David Sargent, President

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

I, Karen L. Williams certify that I am the secretary of the corporation named as CONTRACTOR herein; that David Sargent, who signed this Contract on behalf of the CONTRACTOR is the President of said corporation; that said 2019 Annual Pavement Markings Project Addison Bid # 19-177 contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: Karen Williams



**THERMOPLASTIC MARKINGS AND RAISED PAVEMENT MARKERS
GRAND PRAIRIE BID #16113 - ADDISON BID #19-177**

Inwood Road Complete Markings Replacement from Southern City Limit to Belt Line Rd.

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
1	4" White Lane Lines 10' x 4", Complete in Place	123	EA	\$ 9.50	\$ 1,168.50
2	Acrylic Type II-C-R in between each Lane Line, Complete in Place	123	EA	\$ 5.00	\$ 615.00
3	4" Double Yellow, Complete in Place	3070	LF	\$ 1.86	\$ 5,710.20
4	Acrylic Type II-A-A Doubled Every 20', Complete in Place	154	EA	\$ 5.00	\$ 770.00
7	R X R Symbol, Complete in Place	4	EA	\$ 428.00	\$ 1,712.00
8	24" Stop Bars for R X R Symbols	150	LF	\$ 7.46	\$ 1,119.00

Additional Street Section in Front of 15055 Inwood Road

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
9	4" Double Yellow, Complete in Place	160	LF	\$ 0.93	\$ 148.80
10	Acrylic Type II-A-A Doubled Every 20', Complete in Place	8	EA	\$ 5.00	\$ 40.00
11	24" White Stop Bar, Complete in Place	60	LF	\$ 7.46	\$ 447.60

South Side of Belt Line Road and Inwood Road Intersection

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
12	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	420	LF	\$ 2.11	\$ 886.20
13	Through Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
14	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
15	Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
16	Word "ONLY", Complete in Place	4	EA	\$ 164.00	\$ 656.00

Total \$ 14,113.30

Landmark Place and Landmark Boulevard Intersection

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
17	24" White Stop Bar, Complete in Place	155	LF	\$ 7.46	\$ 1,156.30
18	Left Arrow, Complete in Place	5	EA	\$ 140.00	\$ 700.00
19	Through Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
20	Through Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
21	Through Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
22	12" Crosswalk, Complete in Place	390	LF	\$ 4.81	\$ 1,875.90
23	White Puppy Tracks 3' x 4", Complete in Place	14	EA	\$ 2.85	\$ 39.90
24	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	295	LF	\$ 2.11	\$ 622.45
Total					\$ 5,234.55

Inwood Rd and Landmark Place Intersection

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
25	24" White Stop Bar, Complete in Place	145	LF	\$ 7.46	\$ 1,081.70
26	Left Arrow, Complete in Place	6	EA	\$ 140.00	\$ 840.00
27	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
28	12" Crosswalk, Complete in Place	140	LF	\$ 4.81	\$ 673.40
29	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	235	LF	\$ 2.11	\$ 495.85
Total					\$ 3,370.95

Addison Circle Drive

Around Beckert Park

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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30	Word "YIELD", Complete in Place	2	EA	\$ 164.00	\$ 328.00
31	12" x 3' Skips, Complete in Place	8	EA	\$ 14.43	\$ 115.44
32	24" Stop Bars, Complete in Place	147	LF	\$ 7.46	\$ 1,096.62
From Addison Road to West of Roundabout					
33	24" Stop Bars, Complete in Place	28	LF	\$ 7.46	\$ 208.88
34	4" Double Yellow, Complete in Place	1030	LF	\$ 1.86	\$ 1,915.80
35	Acrylic, Type II-A-A Doubled Every 20', Complete in Place	52	EA	\$ 5.00	\$ 260.00
36	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	130	LF	\$ 2.11	\$ 274.30
37	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
38	Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
39	"ONLY" Complete in Place	2	EA	\$ 164.00	\$ 328.00
Total					\$ 5,087.04

Addison Circle Roundabout					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
40	Word "YIELD", Complete in Place	6	EA	\$ 164.00	\$ 984.00
41	12" x 3' Skips, Complete in Place	30	EA	\$ 14.43	\$ 432.90
42	White Puppy Tracks 3' x 4", Complete in Place	20	EA	\$ 2.85	\$ 57.00
43	12" Solid White Crosswalk, Complete in Place	435	LF	\$ 4.81	\$ 2,092.35
44	Type I-C on outside island gutters, Complete in Place	20	EA	\$ 5.00	\$ 100.00
45	Through Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00

46	Through/Left Arrow, Complete in Place	2	EA	\$ 150.00	\$ 300.00
47	4" Solid White Line, Complete in Place	280	LF	\$ 0.93	\$ 260.40
Total					\$ 4,506.65

All Quorum Drive Turn Bays From North of Belt Line Road To Westgrove Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
48	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	1368	LF	\$ 2.11	\$ 2,886.48
Total					\$ 2,886.48

Morris Ave and Quorum Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
49	12" Solid White Crosswalk, Complete in Place	340	LF	\$ 4.81	\$ 1,635.40
50	24" Stop Bars, Complete in Place	30	LF	\$ 7.46	\$ 223.80
Total					\$ 1,859.20

Festival Way

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
51	24" White Stop Bar, Complete in Place	30	LF	\$ 7.46	\$ 223.80
Total					\$ 223.80

East Side of Arapaho and Addison Road

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
52	24" White Stop Bar, Complete in Place	45	LF	\$ 7.46	\$ 335.70
53	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	260	LF	\$ 2.11	\$ 548.60
54	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00

55	Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
56	Through Arrow, Complete in Place	4	EA	\$ 140.00	\$ 560.00
Total					\$ 2,004.30

Arapaho Road From Addison Road to DNT (OMIT WB Arapaho from DNT to Spectrum Drive)

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
57	4" White Lane Lines 10' x 4", Complete in Place	178	EA	\$ 9.50	\$ 1,691.00
58	Acrylic Type II-C-R in between each Lane Line, Complete in Place	178	EA	\$ 5.00	\$ 890.00
59	8" x 3' White Turn Bay Skips	15	EA	\$ 5.58	\$ 83.70
60	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	390	LF	\$ 2.11	\$ 822.90
Total					\$ 3,487.60

West Side of Dallas Parkway and Arapaho Road Intersection

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
61	24" White Stop Bar, Complete in Place	45	LF	\$ 7.46	\$ 335.70
62	8" Solid White with Acrylic Type II-C-R Button every 20', Complete in Place	425	LF	\$ 2.11	\$ 896.75
63	12" Solid White Crosswalk, Complete in Place	270	LF	\$ 4.81	\$ 1,298.70
64	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
65	Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
66	Word "ONLY" Complete in Place	2	EA	\$ 164.00	\$ 328.00
Total					\$ 3,419.15

Beltway Drive from Marsh to Midway

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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67	Ceramic Type II-A-A, <u>One</u> every 10 feet, Complete in Place	248	EA	\$ 8.75	\$ 2,170.00
68	Ceramic Type II-A-A, <u>Two</u> every 4 feet, Complete in Place	94	EA	\$ 8.75	\$ 822.50
69	4" White Lane Lines 10' x 4", Complete in Place	144	EA	\$ 9.50	\$ 1,368.00
70	Ceramic Type II-C-R in between each Lane Line, Complete in Place	144	EA	\$ 8.75	\$ 1,260.00
71	8" Solid White, with Ceramic Type II-C-R Button every 20', Complete in Place	120	LF	\$ 2.30	\$ 276.00
Total					\$ 5,896.50

East Side of Beltway and Marsh Intersection					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
72	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	230	LF	\$ 2.11	\$ 485.30
73	12" Solid White Crosswalk, Complete in Place	180	LF	\$ 4.81	\$ 865.80
74	24" White Stop Bar, Complete in Place	38	LF	\$ 7.46	\$ 283.48
75	Right Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
76	"ONLY", Complete in Place	1	EA	\$ 164.00	\$ 164.00
Total					\$ 2,078.58

Marsh Lane NB Only from Vitruvian way to Belt Line Road					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
77	4" White Lane Lines 10' x 4", Complete in Place	353	EA	\$ 9.50	\$ 3,353.50
78	Acrylic Type II-C-R in between each Lane Line, Complete in Place	353	EA	\$ 5.00	\$ 1,765.00

79	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	275	LF	\$ 2.11	\$ 580.25
Total					\$ 5,698.75

Vitruvian Way at Ponte Ave					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
80	24" White Stop Bar, Complete in Place	123	LF	\$ 7.46	\$ 917.58
81	12" Crosswalk, Complete in Place	466	LF	\$ 4.81	\$ 2,241.46
82	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	210	LF	\$ 2.11	\$ 443.10
83	Ceramic Type II-A-A, <u>Two</u> every 4 feet, Complete in Place	33	EA	\$ 8.75	\$ 288.75
84	Left Turn Arrow, Complete in Place	3	EA	\$ 140.00	\$ 420.00
85	Word "ONLY", Complete in Place	3	EA	\$ 164.00	\$ 492.00
86	Through/Right Arrow, Complete in Place	1	EA	\$ 150.00	\$ 150.00
Intersection Total					\$ 4,952.89

Ponte Ave and Roundabout					
Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
86	Ceramic Type II-A-A, <u>One</u> every 10 feet, Complete in Place	71	EA	\$ 8.75	\$ 621.25
87	12" Crosswalk, Complete in Place	65	LF	\$ 4.81	\$ 312.65
88	12" x 3' Skips, Complete in Place	15	EA	\$ 14.43	\$ 216.45
89	Word "YIELD", Complete in Place	3	EA	\$ 164.00	\$ 492.00
Intersection Total					\$ 1,642.35

Vitruvian Ave at Bella Lane

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
90	12" Crosswalk, Complete in Place	300	LF	\$ 4.81	\$ 1,443.00
91	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	260	LF	\$ 2.11	\$ 548.60
92	Sharks Teeth Markings 12" x 18", Complete in Place	24	EA	\$ 32.00	\$ 768.00
Intersection Total					\$ 2,759.60

Vitruvian Ave at Park Road

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
93	12" Crosswalk, Complete in Place	408	LF	\$ 4.81	\$ 1,962.48
94	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	260	LF	\$ 2.11	\$ 548.60
95	Sharks Teeth Markings 12" x 18", Complete in Place	24	EA	\$ 32.00	\$ 768.00
Intersection Total					\$ 3,279.08

Marsh Lane at Target

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
96	24" White Stop Bar, Complete in Place	153	LF	\$ 7.46	\$ 1,141.38
97	12" Crosswalk, Complete in Place	360	LF	\$ 4.81	\$ 1,731.60
98	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	180	LF	\$ 2.11	\$ 379.80
99	Word "ONLY", Complete in Place	2	EA	\$ 164.00	\$ 328.00
100	Left Arrow, Complete in Place	2	EA	\$ 140.00	\$ 280.00
Intersection Total					\$ 3,860.78

Marsh Lane at Belt Line Road Intersection (Omit WB at intersection)

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
101	24" White Stop Bar, Complete in Place	202	LF	\$ 7.46	\$ 1,506.92
102	12" Crosswalk, Complete in Place	700	LF	\$ 4.81	\$ 3,367.00
103	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	1405	LF	\$ 2.11	\$ 2,964.55
104	Word "ONLY", Complete in Place	18	EA	\$ 164.00	\$ 2,952.00
105	Left Arrow, Complete in Place	12	EA	\$ 140.00	\$ 1,680.00
106	Right Arrow, Complete in Place	6	EA	\$ 140.00	\$ 840.00
107	White Puppy Tracks 3' x 4", Complete in Place	80	EA	\$ 2.79	\$ 223.20
Intersection Total					\$ 13,533.67

Midway Road at Spring Valley

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
108	24" White Stop Bar, Complete in Place	286	LF	\$ 7.46	\$ 2,133.56
109	12" Crosswalk, Complete in Place	1003	LF	\$ 4.81	\$ 4,824.43
110	8" Solid White, with Acrylic Type II-CR Button every 20' Complete in Place	2320	LF	\$ 2.11	\$ 4,895.20
111	Word "ONLY", Complete in Place	16	EA	\$ 164.00	\$ 2,624.00
112	Left Arrow, Complete in Place	16	EA	\$ 140.00	\$ 2,240.00
113	Right Arrow, Complete in Place	8	EA	\$ 140.00	\$ 1,120.00
114	White Puppy Tracks 3' x 4", Complete in Place	80	EA	\$ 2.79	\$ 223.20
Intersection Total					\$ 18,060.39

Betlway South of Belt Line Road

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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115	Ceramic Type II-A-A, <u>One</u> every 10 feet, Complete in Place	52	EA	\$ 8.75	\$ 455.00
Intersection Total					\$ 455.00

Total					\$ 108,410.61
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**2019 TOWN OF ADDISON FIRE LANE MARKINGS GRAND PRAIRIE BID #16113 -
ADDISON BID #19-177**

Addison Circle Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
1	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	469	LF	\$ 0.85	\$ 398.65
2	6" Yellow Stripe Paint with 4" Black Paint Stenciled "LOADING ZONE"	70	LF	\$ 0.90	\$ 63.00

Spectrum Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
3	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	272	LF	\$ 0.85	\$ 231.20

Morris Avenue

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
4	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	162	LF	\$ 0.85	\$ 137.70

Artist Way

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
5	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	160	LF	\$ 0.85	\$ 136.00

Quorum Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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6	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	61	LF	\$ 0.85	\$ 51.85
7	6" Yellow Stripe Paint with 4" Black Paint Stenciled "LOADING ZONE" every 30'	68	LF	\$ 0.90	\$ 61.20

Chancey Street

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
8	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	95	LF	\$ 0.85	\$ 80.75

Camden Lane

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
9	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	148	LF	\$ 0.85	\$ 125.80

Chatham Court Drive

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
10	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	92	LF	\$ 0.85	\$ 78.20

Lakeway Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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11	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	74	LF	\$ 0.85	\$ 62.90
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Waterside Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
12	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	66	LF	\$ 0.85	\$ 56.10

Flanders Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
13	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	211	LF	\$ 0.85	\$ 179.35

Longfellow Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
14	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	288	LF	\$ 0.85	\$ 244.80

Ponder Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
15	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	94	LF	\$ 0.85	\$ 79.90

Poe Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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16	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	257	LF	\$ 0.85	\$ 218.45
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Walden Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
17	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	96	LF	\$ 0.85	\$ 81.60

Princeton Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
18	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	258	LF	\$ 0.85	\$ 219.30

Dove Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
19	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	94	LF	\$ 0.85	\$ 79.90

Whitman Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
20	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	259	LF	\$ 0.85	\$ 220.15

Greenleaf Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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21	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	242	LF	\$ 0.85	\$ 205.70
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Hawthorne Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
22	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	229	LF	\$ 0.85	\$ 194.65

Blueberry Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
23	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	253	LF	\$ 0.85	\$ 215.05

Hemingway Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
24	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	159	LF	\$ 0.85	\$ 135.15

Parker Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
25	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	250	LF	\$ 0.85	\$ 212.50

Cambridge Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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26	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	93	LF	\$ 0.85	\$ 79.05
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Evergreen Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
27	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	264	LF	\$ 0.85	\$ 224.40

Dartmouth Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
28	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	120	LF	\$ 0.85	\$ 102.00

Camelot Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
29	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	263	LF	\$ 0.85	\$ 223.55

Aspen Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
30	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	392	LF	\$ 0.85	\$ 333.20

Emerald Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
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31	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	252	LF	\$ 0.85	\$ 214.20
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Wayside Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
32	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	111	LF	\$ 0.85	\$ 94.35

Weller Run Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
33	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	66	LF	\$ 0.85	\$ 56.10

Lakeview Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
34	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	76	LF	\$ 0.85	\$ 64.60

Ridgelake Court

Bid item No.	Item Description	Quantity	Units	Unit Price	Total Price
35	6" Red Fire Lane Stripe Paint with 4" White Paint Stenciled "FIRE LANE NO PARKING"	77	LF	\$ 0.85	\$ 65.45
Total for Fire Lane and Loading Zone Markings					\$ 5,226.75

Work Session and Regular Meeting

9

Meeting Date: 05/28/2019

Department: Finance

AGENDA CAPTION:

Consider Action to Approve a Resolution Amending the Town of Addison's Authorized Representatives for the TexSTAR Short Term Asset Revenue Fund.

BACKGROUND:

The Town invests a portion of its investment portfolio in a local government investment pool known as TexSTAR. The pool invests primarily in short-term securities maturing in less than seven (7) days and Town funds are available at any time without penalty. As such, TexSTAR offers the Town a competitive short-term investment yield with the added flexibility of immediate funds availability.

The list of authorized representatives with TexSTAR needs to be amended to reflect staff, title and designation changes. These include:

- Removing Cheryl Delaney;
- Adding Olivia Riley and designating her as the Primary Contact;
- Designating Amanda Turner for "Approvals;"
- Designating Benjamin Nguyen for "Inquiry Only;" and,
- Lauren Arnold remains as "Inquiry Only" (no form required).

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - TexSTAR Representatives Amendment

Form - TexSTAR Authorized Representatives

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING THE AUTHORIZED REPRESENTATIVES FOR TEXSTAR SHORT TERM ASSET RESERVE FUND AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR"); and

WHEREAS, the Application designated one or more "Authorized Representatives" within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement.

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

SECTION 1. The following officers, officials or employees of the Government Entity specified in this resolution are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the Application , all in the name and on behalf of the Government Entity.

SECTION 2. This resolution supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement.

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

SECTION 5. Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

Olivia E. Riley, Chief Financial Officer
Phone: 972-450-7050 Fax: 972-450-7094
Email: oriley@addisontx.gov

Amanda Turner, Comptroller
Phone: 972-450-7064 Fax: 972-450-7094
Email: adturner@addisontx.gov

SECTION 6. Olivia Riley, Chief Financial Officer will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements.

SECTION 7. In addition, the following Participant representatives are designated as an Inquiry Only Representative authorized to obtain account information:

Lauren Arnold, Senior Accountant
Phone: 972-450-7055 Fax: 972-450-7094
Email: larnold@addisontx.gov

Benjamin Nguyen, Accounting Specialist
Phone: 972-450-7062 Fax: 972-450-7094
Email: bnguyen@addisontx.gov

SECTION 8. Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

SECTION 9. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 28th day of May 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES



PARTICIPANT NAME: Town of Addison EFFECTIVE DATE: 05/28/2019

PART I: DELETIONS - Please enter the Authorized Representatives to be deleted.

1. Cheryl Delaney 3. _____
2. _____ Inquiry: _____

PART II: ADDITIONS - Please enter the Authorized Representatives to be added.

1. Name: Olivia E. Riley Email: oriley@addisontx.gov
Signature: _____ Phone: 972-450-7050 Title: Chief Financial Officer
2. Name: _____ Email: _____
Signature: _____ Phone: _____ Title: _____
3. Name: _____ Email: _____
Signature: _____ Phone: _____ Title: _____

PART III: APPROVALS - Please enter the names of all currently Authorized Representatives to authorize the deletions and additions of the individuals above.

1. Name: Amanda Turner
Signature: _____
Title: Comptroller
2. Name: _____
Signature: _____
Title: _____
3. Name: _____
Signature: _____
Title: _____
4. Name: _____
Signature: _____
Title: _____

**Official Seal of Participant
*(REQUIRED)***

REQUIRED
Attested By: _____
Printed Name: Irma G. Parker
Title: City Secretary

**ADDITION/DELETION FORM
FOR AUTHORIZED REPRESENTATIVES**



PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR updates and other program mailings.

Name: Olivia E. Riley
Email Address: oriley@addisontx.gov
Phone Number: 972-450-7050

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: Benjamin Nguyen Title: Accounting Specialist
Signature: _____ Phone: 972-450-7062
Email: bnguyen@addisontx.gov

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.

Document with original signatures is required.
Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted
Mail originals to TexSTAR Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270

Work Session and Regular Meeting

10

Meeting Date: 05/28/2019

Department: Finance

AGENDA CAPTION:

Consider Action to Approve a **Resolution Amending the Town of Addison's Authorized Representatives to the Local Government Investment Pool - TexPool/TexPool Prime.**

BACKGROUND:

The Town invests a portion of its portfolio in a local government investment pool know as TexPool. The pool invests primarily in short-term securities maturing in less than seven days. As such, TexPool offers the Town a competitive short-term yield with the added flexibility of immediate funds availability.

The list of authorized representatives with TexPool needs to be amended to reflect staff, title and designation changes. To make changes to our authorized representatives, TexPool requires that the City Council approve/authorize the changes by resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - TexPool Representatives Amendment
Form - TexPool Authorized Representative Update

RESOLUTION NO. R19-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING THE AUTHORIZED REPRESENTATIVES FOR TEXAS LOCAL GOVERNMENT INVESTMENT POOL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas, location #77333, ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/TexPool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

SECTION 1. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/TexPool *Prime* account or (2) is no longer employed by the Participant; and

SECTION 3. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

SECTION 4. Each of the following Participant officials is designed as Participant's Authorized Representative:

Olivia E. Riley, Chief Financial Officer
Phone: 972-450-7050 Fax: 972-450-7094
Email: oriley@addisontx.gov

Amanda Turner, Comptroller
Phone: 972-450-7064 Fax: 972-450-7094
Email: adturner@addisontx.gov

SECTION 5. Olivia Riley, Chief financial Officer, will be designated as the *Primary Contact* and will receive all TexPool/TexPool Prime correspondence including transaction confirmations and monthly statements.

SECTION 6. In addition, the following Participant representatives are designated as an *Inquiry Only Representative* authorized to obtain account information:

Lauren Arnold, Senior Accountant
Phone: 972-450-7055 Fax: 972-450-7094
Email: larnold@addisontx.gov

Benjamin Nguyen, Accounting Specialist
Phone: 972-450-7062 Fax: 972-450-7094
Email: bnguyen@addisontx.gov

SECTION 7. That this Resolution and its authorization shall continue in full force and effect until amended revoked by the Participant, and unit TexPool Participant Services received a copy of any such amendment or revocation.

SECTION 8. This Resolution supersedes all prior authorized Representative designations.

SECTION 9. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 28th day of MAY 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney



Authorized Representative Deletion/Update Form

Please complete this form to delete Authorized Representative(s) of the Participant.

***Required Fields**

1. Participant Information

Town of Addison | 7 7 3 3 3 | 0 5 2 8 2 0 1 9
Participant Name* | Location Number* | Effective Date*

2. Deletions

Please print the name(s) of the individual(s) to be deleted:

As Authorized Representative(s):

1. Scott Neils
2. Cheryl Delaney
3. Eric Cannon

As Inquiry Only Representative(s):

1. Paul DeBuff
2. Mushtaq Ali
- 3.

3. Primary Contact

If the person being deleted is the Primary Contact, please complete all fields in this section for the TexPool Authorized Representative that will be the new Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexPool Updates, and other TexPool mailings.

Olivia E. Riley | Chief Financial Officer
Name | Title
9 7 2 4 5 0 7 0 5 0 | 9 7 2 4 5 0 7 0 9 4 | oriley@addisontx.gov
Telephone Number | Fax Number | Email Address

4. Inquiry Only

If the person being deleted is an Inquiry Only Representative, please complete all fields in this section if you wish to add another individual in this capacity. Please note: Inquiry Only Representatives cannot perform transactions.

Lauren Arnold | Senior Accountant
Name | Title
9 7 2 4 5 0 7 0 5 5 | 9 7 2 4 5 0 7 0 9 4 | larnold@addisontx.gov
Telephone Number | Fax Number | Email Address

Name: Benjamin Nguyen | Title: Accounting Specialist
Phone #: 972-450-7062 | Fax #: 972-450-7094 | Email Address: bnguyen@addisontx.gov

5. Approvals

Please enter the name of two individuals who are currently Authorized Representatives and who authorize the deletion(s) of the individual(s) above.

Note: This authorization must be executed by a current Authorized Representative of the Participant as set forth in the duly enacted Resolution of the Participant, which is on file with TexPool.

Authorized Representative Signature*

Olivia Riley

Printed Name*

Chief Financial Officer

Title*

Date*

9 7 2 4 5 0 7 0 5 0

Telephone Number

Authorized Representative Signature*

Amanda Turner

Printed Name*

Comptroller

Title*

Date*

9 7 2 4 5 0 7 0 6 4

Telephone Number

6. Mailing Instructions

The completed Authorized Representative Deletion/Update Form can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

Meeting Date: 05/28/2019

Department: Finance

AGENDA CAPTION:

Consider Action to Approve a **Resolution Amending the Town of Addison's Authorized Representatives for the Local Government Investment Cooperative ("LOGIC").**

BACKGROUND:

The Local Government Investment Cooperative (LOGIC) is a JP Morgan-affiliated investment group which the Town utilizes in order to gain interest on idle funds from Town revenues. This Resolution updates the Town's authorized representatives with LOGIC.

The list of authorized representatives with LOGIC needs to be amended to reflect changes in staff, titles and designations. These changes include:

- Deleting Cheryl Delaney;
- Adding Olivia Riley and designating her as the Primary Contact;
- Designating Amanda Turner for "Approvals;" and,
- Adding Benjamin Nguyen and Lauren Arnold as "Inquiry Only."

To make these changes, LOGIC requires the City Council to approve a resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - LOGIC Authorized Representatives Amendment
Form - LOGIC Authorized Representatives

RESOLUTION NO. R19-__

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS AMENDING THE AUTHORIZED
REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT
COOPERATIVE ("LOGIC") AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The Town of Addison (the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution R14-005 (the "Resolution") has entered into that certain Interlocal Agreement (the "Agreement") and has become a participant in the public fund's investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC"); and

WHEREAS, the Resolution designated one or more "Authorized Representatives" within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

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

SECTION 1. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

Olivia E. Riley, Chief Financial Officer
Phone: 972-450-7050 Fax: 972-450-7094
Email: oriley@addisontx.gov

Amanda Turner, Comptroller
Phone: 972-450-7064 Fax: 972-450-7094
Email: adturner@addisontx.gov

SECTION 2. Olivia Riley, Chief Financial Officer, will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

SECTION 3. In addition, the following Participant representatives are designated as an Inquiry Only Representative authorized to obtain account information:

Lauren Arnold, Senior Accountant
Phone: 972-450-7055 Fax: 972-450-7094
Email: larnold@addisontx.gov

Benjamin Nguyen, Accounting Specialist
Phone: 972-450-7062 Fax: 972-450-7094
Email: bnguyen@addisontx.gov

SECTION 4. Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

SECTION 5. The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **28th** day of **MAY** 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney



ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PARTICIPANT NAME: Town of Addison EFFECTIVE DATE: 05/26/2019

PART I: DELETIONS - Please enter the Authorized Representatives to be deleted

- 1. Cheryl Delaney 3. _____
- 2. _____ Inquiry: _____

PART II: ADDITIONS - Please enter the Authorized Representatives to be added.

- 1. Name: Olivia E. Riley Email: oriley@addisontx.gov
 Signature: _____ Phone: 972-450-7050 Title: Chief Financial Officer
- 2. Name: _____ Email: _____
 Signature: _____ Phone: _____ Title: _____
- 3. Name: _____ Email: _____
 Signature: _____ Phone: _____ Title: _____

PART III: APPROVALS - Please enter the names of all currently Authorized Representatives to authorize the deletions and additions of the individuals above.

- 1. Name: Amanda Turner
 Signature: _____
 Title: Comptroller
- 2. Name: _____
 Signature: _____
 Title: _____
- 3. Name: _____
 Signature: _____
 Title: _____
- 4. Name: _____
 Signature: _____
 Title: _____

**Official Seal of Participant
*(REQUIRED)***

REQUIRED
Attested By: _____
Printed Name: Irma G. Parker
Title: City Secretary



ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with LOGIC was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, LOGIC updates and other program mailings.

Name: Olivia E. Riley
Email Address: oriley@addisontx.gov
Phone Number: 972-450-7050

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your LOGIC account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: Benjamin Nguyen Title: Accounting Specialist
Signature: _____ Phone: 972-450-7062
Email: bnguyen@addisontx.gov

If you have any questions regarding this form or the Authorized Representatives currently on file with LOGIC for your entity, please contact LOGIC Participant Services at 1-800-895-6442.

Document with original signatures is required.

Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted
Mail originals to LOGIC Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270



ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with LOGIC was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, LOGIC updates and other program mailings.

Name: _____

Email Address: _____

Phone Number: _____

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your LOGIC account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: Lauren Arnold Title: Senior Accountant

Signature: _____ Phone: 972-450-7055

Email: larnold@addisontx.gov

If you have any questions regarding this form or the Authorized Representatives currently on file with LOGIC for your entity, please contact LOGIC Participant Services at 1-800-895-6442.

Document with original signatures is required.

Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted
Mail originals to LOGIC Participant Services * 1201 Elm Street, Suite 3500 * Dallas, Texas 75270

Meeting Date: 05/28/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for AMLI, Located at 15250 Quorum Drive, in Order to Permit a 138 Square-Foot Mural on the North Facade of the Building.**

BACKGROUND:

AMLI Addison is a newly constructed, four-story, multi-family apartment building, located on the south side of Edwin Lewis Drive, between Spectrum Drive and Quorum Drive.

The Quorum Art Walk concept calls for a strong pedestrian-oriented street scape along both sides of Quorum Drive, offering increased pedestrian connections and amenities. The Quorum Art Walk concept also envisions improvements to the street scape aesthetics by emphasizing art and design along this corridor. Expanding the vision of the Quorum Art Walk Concept, AMLI requests approval of an exterior public art mural installation at the corner of Edwin Lewis Drive and Spectrum Drive. The 138 square foot artwork consists of 6-foot tall letters that spell "ADDISON," painted in black and white on a 10' tall brick wall and are accentuated with iconic images that represent the Town. The mural will be done by a local professional artist, Alli Koch (AlliKDesign), and is intended to enhance the pedestrian streetscape experience by providing a unique, memorable, and photograph-able experience for residents and visitors.

The Sign Code, Chapter 62 of the Code of Ordinances, states the following:

Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

The applicant is requesting a meritorious exception to allow a mural on the North facade of the building.

Staff believes that the proposed mural constitutes art that makes a positive contribution to the visual environment, which is one of the bases for approval of

a meritorious exception.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Meritorious Sign Exception AMLI

AMLI Application

AMLI Sign Plans

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW A 138 SQAURE-FOOT MURAL ON THE WEST FACADE, ON THE PROPERTY LOCATED AT 15250 QUORUM DRIVE, 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 Chapter 62 of the Code of Ordinances is hereby granted to allow a 138 square-foot mural on the south facade, as detailed in **Exhibit A**, for the multi-family development located at 15250 Quorum Drive. 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 28th day of May, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Exhibit A

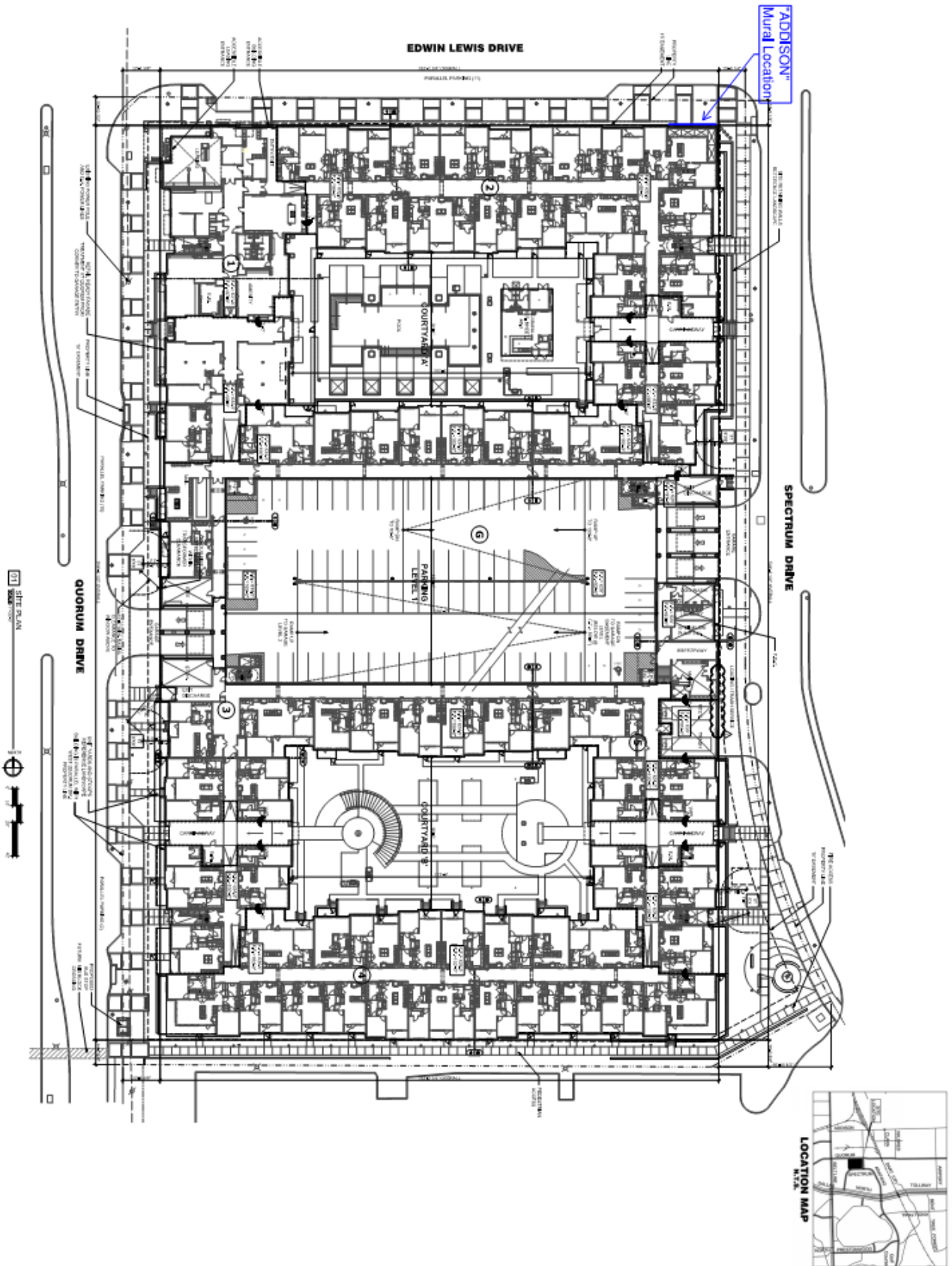
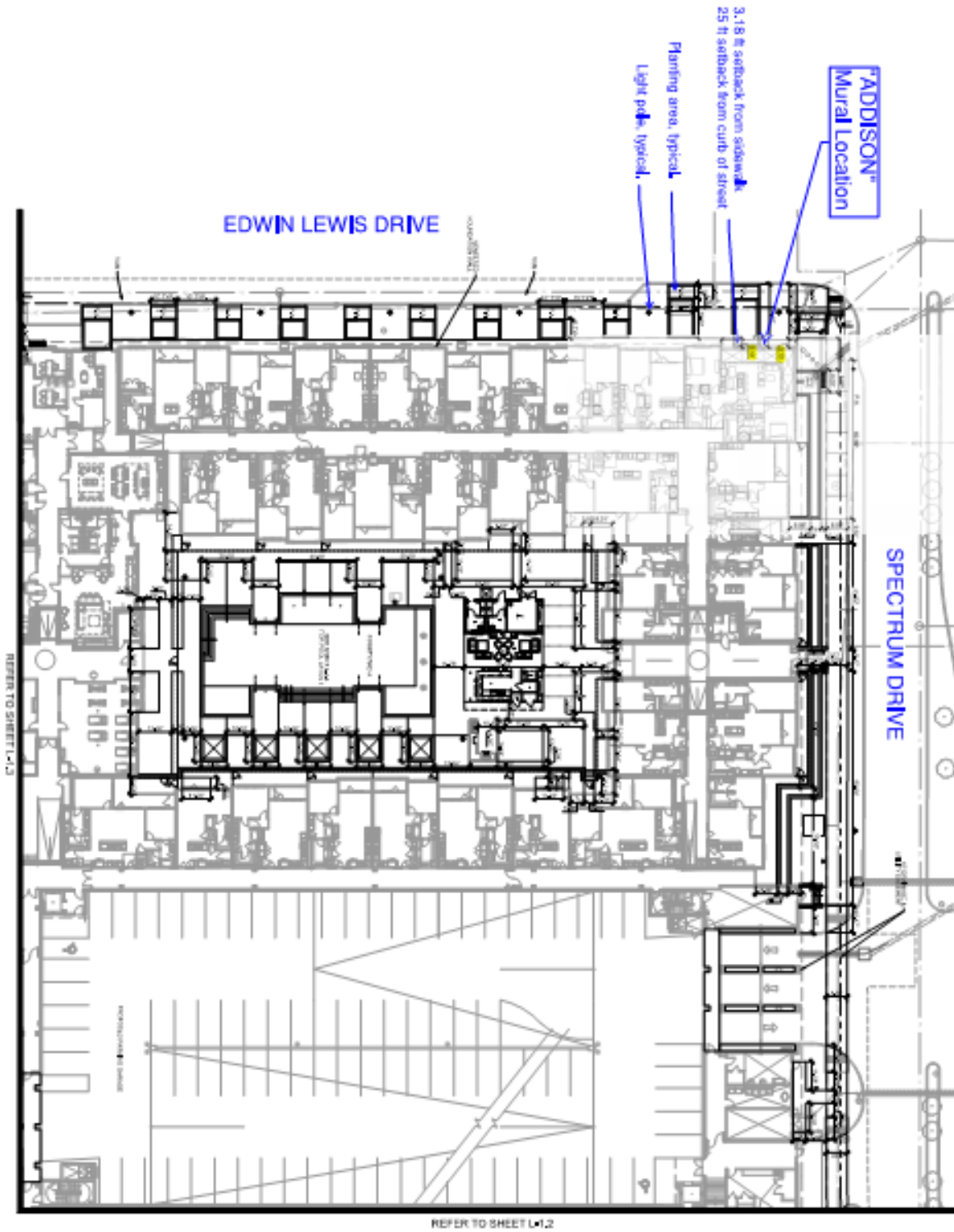


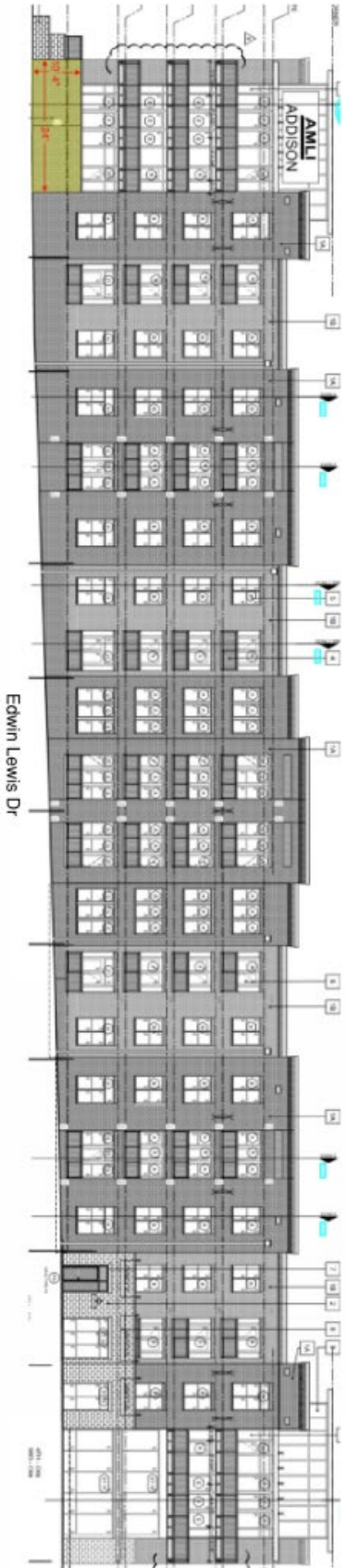
Exhibit A



AML1 ADDISON: PUBLIC ART MURAL DESIGN CONCEPT



Exhibit A



- A: Blueprints at Addison Circle
- D: Sigel's Sign, Belt Line, Light & Energy, Aerial Ballet
- D: Cotton Belt Railroad
- I: Kaboom Town
- S: Tulips, Bluebonnets
- O: Texas theme (cotton, oil, windmill)
- N: Addison Airport



Mural Rendering (Edwin Lewis & Spectrum)

Copyright © ALLIKDESIGN, LLC



AMLI ADDISON: PUBLIC ART MURAL DESIGN CONCEPT

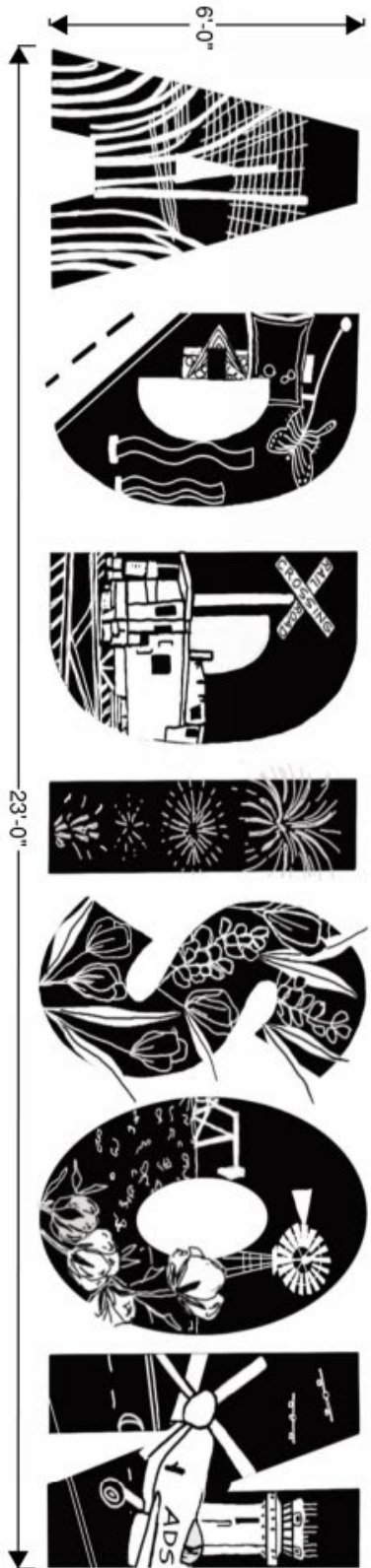
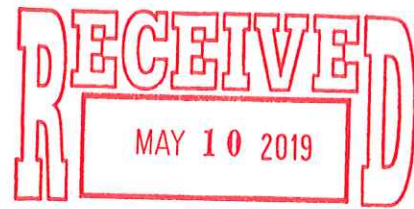


Exhibit A



Copyright © ALLIKDESIGN, LLC

Ordinance No. _____



By: _____

MERITORIOUS EXCEPTION APPLICATION

To be completed by Town staff:

Application date: 5.10.19 Application/Fee Received: Fee paid: \$300

APPLICANT CONTACT

I hereby certify that the information in this application is true and correct to the best of my knowledge.

Name: (printed) Tim Harris / Gia Brodt

Company name: PPF AMLI Quorum Drive, LLC

Address: _____

Phone: _____ Email: _____

Status of Applicant: Owner Tenant Contractor Other: _____

Applicant's Signature: Gia Brodt

INFORMATION ABOUT THE REQUEST

Address or location: AMLI Addison (15250 Quorum Dr. Addison, TX 75001) Corner of Edwin Lewis & Spectrum

Reasons for Meritorious Exception: AMLI requests approval for an exterior public art mural installation at the the corner of Edwin Lewis Dr. and Spectrum Dr. The art mural will enhance the streetscape experience along the north side of the property and provide an "instagrammable" moment for the Town of Addison. The mural concept is the word "ADDISON" painted in black and white on a 10' tall brick wall. The letters will be painted by a local professional artist, Alli Koch (AlliKDesign), and are artfully accentuated with iconic images that represent Addison. The goal is to create a unique and memorable experience for Addison's residents and visitors, and extend the Quorum Art Walk to each corner of the property. We also believe this could be the beginning of a potential marketing campaign for the Town ("I AM ADDISON").

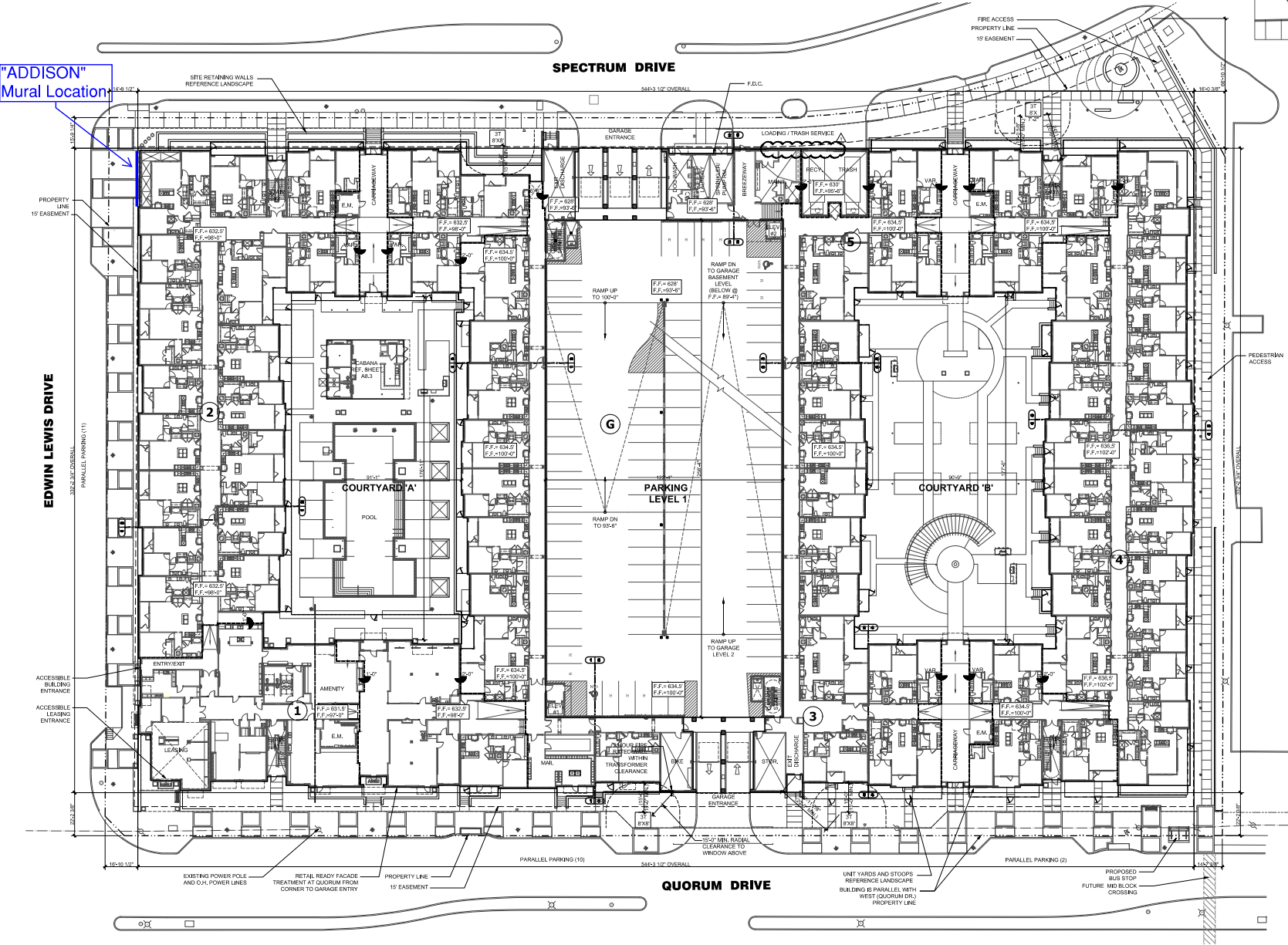
SUBMITTAL REQUIREMENTS

You must submit 3 paper copies (11x17) and a PDF of plans showing:

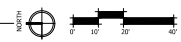
- Lot Lines
- Names of Adjacent Streets
- Location of Existing Buildings and Signs
- Proposed Signs
- Sketch of the Sign with Scale, Dimensions, and Setbacks Indicated



"ADDISON" Mural Location



01 SITE PLAN
SCALE: 1/8"=1'-0"



EDWIN LEWIS DRIVE

SPECTRUM DRIVE

QUORUM DRIVE

LOCATION MAP
N.T.S.

"ADDISON"
Mural Location

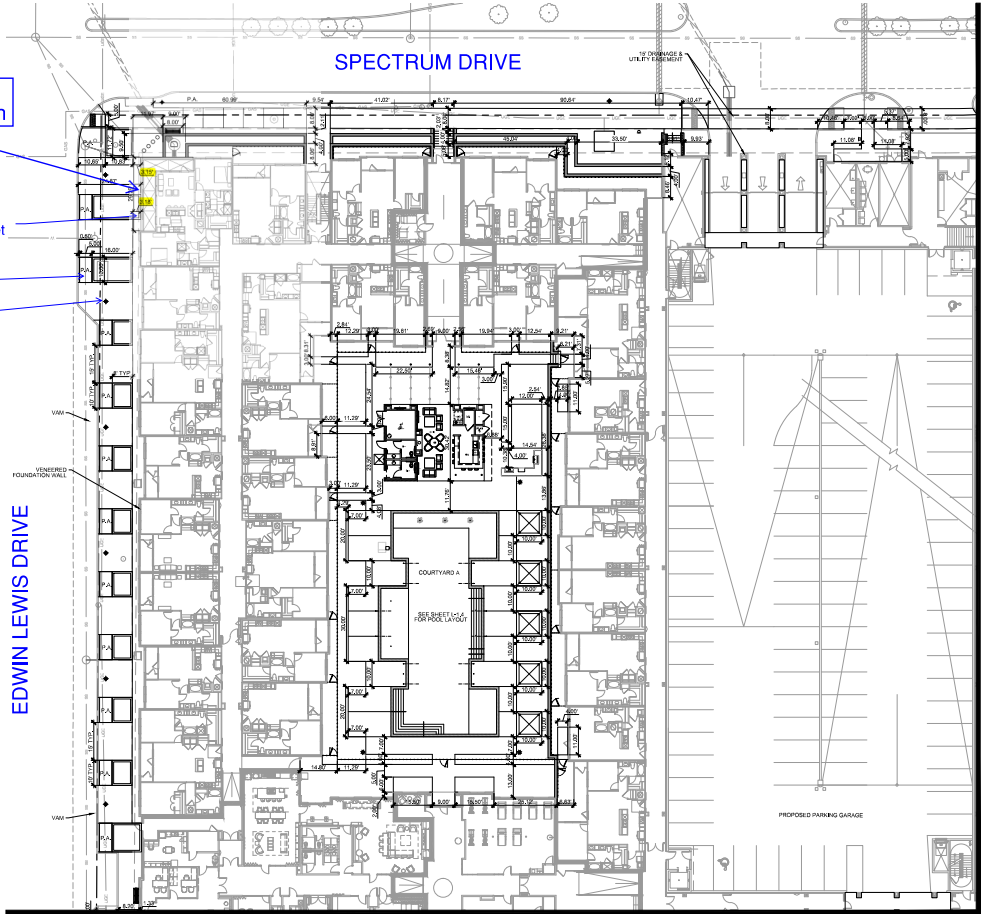
3.18 ft setback from sidewalk
25 ft setback from curb of street

Planting area, typical.

Light pole, typical.

EDWIN LEWIS DRIVE

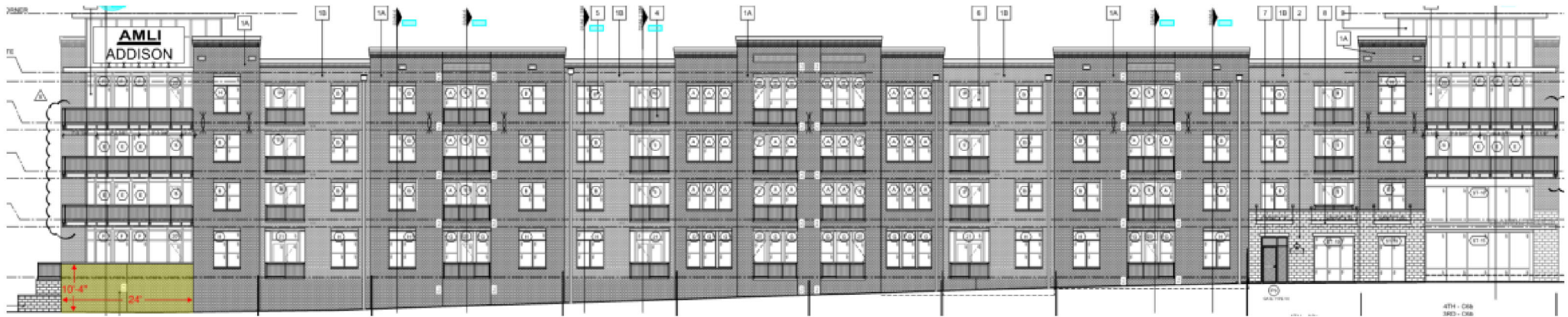
SPECTRUM DRIVE



REFER TO SHEET L-1.3

REFER TO SHEET L-1.2

AML ADDISON: PUBLIC ART MURAL DESIGN CONCEPT



Edwin Lewis Dr



Mural Rendering (Edwin Lewis & Spectrum)

- | | |
|----|--|
| A: | Blueprints at Addison Circle |
| D: | Sigel's Sign, Belt Line, Light & Energy, Aerial Ballet |
| D: | Cotton Belt Railroad |
| I: | Kaboom Town |
| S: | Tulips, Bluebonnets |
| O: | Texas theme (cotton, oil, windmill) |
| N: | Addison Airport |



AML I ADDISON: PUBLIC ART MURAL DESIGN CONCEPT



Copyright © ALLIKDESIGN, LLC

Work Session and Regular Meeting

13

Meeting Date: 05/28/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

Milestones: All roads in an acceptable condition and well maintained

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Approving an Annual Contract for Concrete and Asphalt Repairs Between the Town of Addison and Jim Bowman Construction Company LP and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$600,000 for Fiscal Year 2019.

BACKGROUND:

The Public Works and Engineering Department has used an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for pavement maintenance and repairs for the past five years and it has provided the ability to make repairs that are too extensive for staff to handle in a timely manner. Because the contractor is required to hold their prices for the entire year, the uncertainty of fluctuating material and labor prices is alleviated. Having the IDIQ contract in place allows the work to begin more quickly by saving the need to issue bid requests for every project. The contract can also be used by other Town departments for similar projects.

A Request for Bid (RFB) for the Town's IDIQ for Concrete and Asphalt Repairs was posted on February 20, 2019 and closed on March 12, 2019. The RFB required bidders to submit the unit prices for 67 individual pavement related items. The IDIQ covers services related to street pavement, sidewalks, utility adjustments, storm water inlets, curb and gutter, driveways, and accessible ramps, as needed throughout the contract period. The initial contract period will be 12 months with options to extend the term of the agreement for four additional one year periods with the same terms and conditions. Each year the contractor will be required to submit updated material and labor prices for the Town's review and approval. If the Town does not agree with the updated pricing, at the Town's option, the amounts can be negotiated or the contracts can be terminated and a new Request for Bids can be issued.

The Jim Bowman Construction Company and Aleksander Omega, LLC. submitted bids in response to the RFB. Each bidder was required to provide prices for 67 individual pavement related items. The proposals were scored by an evaluation committee consisting of Town staff based on the following criteria:

- Price - Lowest Price receives the maximum points.
- Past Performance - type of work, cost control, and references.
- Location - knowledge of locality, local laws, regulations, and practices.

The following is a breakdown of those evaluation scores:

Vendor Name	Price (50 point max.)	Past Performance (30 point max.)	Location (20 point max.)	Total Score (100 point max.)
Jim Bowman Construction	49.4	23	20	92.4
Aleksander Omega LLC.	50	13	20	83

Funds for these expenditures are budgeted in the Streets (\$220,000), Stormwater (\$50,000), Utility (\$30,000), and Parks (\$20,000) annual budgets. Also, in Fiscal Year 2019, \$700,000 was allocated in the Self-Funded Special Projects Fund for street maintenance activities.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - IDIQ for Concrete and Asphalt Repairs

Presentation - Concrete and Asphalt Repairs IDIQ Council Briefing

Jim Bowman Bid

Form 1295 - Certificate of Interested Parties

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ANNUAL CONTRACT FOR CONCRETE AND ASPHALT REPAIRS BETWEEN THE TOWN OF ADDISON AND JIM BOWMAN CONSTRUCTION COMPANY LP IN AN AMOUNT NOT TO EXCEED \$600,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The annual contract for concrete and asphalt repairs between the Town of Addison and Jim Bowman Construction LP in an amount not to exceed \$600,000.00, 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, Instructions 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 28th day of May, 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 15th day of May, 2018, 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 Jim Bowman Construction Company, of the City of Plano, County of Collin, State of Texas, 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:

Annual Contract for Concrete and Asphalt Repairs (IDIQ) #19-98

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 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 in current funds 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:

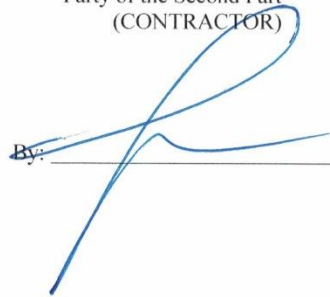
By: _____

City Secretary

JIM BOWMAN CONSTRUCTION CO., L.P.
Party of the Second Part
(CONTRACTOR)

ATTEST:



By: 

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

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, 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: _____

Corporate Seal

Contract for Asphalt and Concrete Repairs

Indefinite Delivery, Indefinite Quantity (IDIQ)

City Council

May 28, 2019

The logo for Addison, featuring the word "ADDISON" in blue, uppercase, sans-serif font, centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangle.

Indefinite Quantity/Indefinite Delivery Contract

- Provides an indefinite quantity of service for a fixed period of time with no guarantee of amount of work to be delivered
- Provides for stable unit prices for current contract year
- Allows Town to review unit costs each year
 - Unit prices must be mutually agreeable to both parties
 - The Town can cancel the contract and rebid if prices are not agreeable
- Allows for quicker response time for repairs
 - No need to solicit bids for each project

Contract Terms

- Initial one-year
- Option to extend four additional years
- No guarantee of amount of work to be delivered

Services to be Provided

- Concrete and asphalt street repairs
- Sidewalks and ramps
- Drive approaches
- Medians
- Alleys
- Retaining walls
- Curb and gutter
- Stormwater inlets
- Brick pavers

Contract under Consideration

- Bid #19-98
 - Posted February 20, 2019
 - Closed March 12, 2019
- Two bids received
 - Jim Bowman Construction
 - Aleksander Omega, LLC
- Contractor chosen based on evaluation criteria:
 - Price - 50 points
 - Past Performance - 30 point
 - Location – 20 points

Recommended Contractor

- Jim Bowman Construction
 - Total 92.4 points
- Bowman Construction has provided this service under a previous IDIQ since 2014
- Excellent experience

Questions / Discussion

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal white lines and a grey triangle in the top right corner.

ADDISON

Solicitation 19-98

Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Bid Designation: Public



Town of Addison

Bid 19-98 Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Bid Number 19-98
Bid Title Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Bid Start Date Feb 20, 2019 1:29:43 PM CST
Bid End Date Mar 12, 2019 2:00:00 PM CDT
Question & Answer End Date Mar 7, 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
Pre-Bid Conference Feb 27, 2019 9:30:00 AM CST
Attendance is optional
Location: Town of Addison Service Center
16801 Westgrove
Addison, TX 75001

Bid Comments **SOME PROJECTS/JOB MAY EXCEED \$50K AND THEREFORE THE AWARDED CONTRACTOR(S) MUST BE ABLE TP PROVIDE THE APPROPRIATE BONDS AT THAT TIME.
*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

Item Response Form

Item 19-98-01-01 - General Items
Quantity 1 lump sum
Unit Price 59,250.00
Delivery Location
No Location Specified

Qty 1

Description
Per TOA Spec. Total of all extended cost items in this section.

Item 19-98-01-02 - Concrete Pavement Repair/Replace
Quantity 1 lump sum
Unit Price
Delivery Location
No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item **19-98-01-03 - Repair/Replacement**

Quantity **1 lump sum**

Unit Price **195,425⁰⁰**

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item **19-98-01-04 - Curb and Gutter, Sidewalk and ADA Improvements**

Quantity **1 lump sum**

Unit Price **143,675⁰⁰**

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item **19-98-01-05 - Stormwater Inlet Repair**

Quantity **1 lump sum**

Unit Price **81,300⁰⁰**

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item **19-98-01-06 - Minor Utility Adjustments**

Quantity **1 lump sum**

Unit Price **14,001⁰⁰**

Delivery Location **Town of Addison**

No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item **19-98-01-07 - Other Surface Improvements**

Quantity 1 lump sum
 Unit Price 11,600.00
 Delivery Location Town of Addison
 No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item 19-98-01-08 - Emergency and After Normal Work Hour Repair Coefficients
 Quantity 1 lump sum
 Unit Price 12,500.00
 Delivery Location Town of Addison
 No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

Item 19-98-01-09 - Contractual markup on New Items Not ID'd or Subsidiary to Work Listed.
 Quantity 1 lump sum
 Unit Price 5,000.00
 Delivery Location Town of Addison
 No Location Specified

Qty 1

Description

Per TOA Spec. Total of all extended cost items in this section.

\$695,001.00 WW



REQUEST FOR BID

FOR

ANNUAL CONTRACT FOR CONCRETE AND ASPHALT REPAIRS (IDIQ)

BID NO. 19-98
CLOSING: 2:00 PM, MARCH 12, 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>. If submitting paper response, please deliver to:

Town of Addison
5350 Beltline Road
Finance Department
Addison, Texas 75001

MARK ENVELOPE ON OUTSIDE: "Bid#19-98 Annual Contract for Concrete and Asphalt Repairs (IDIQ)"

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 may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

PREBID – February 27th, 9:30 A.M., Addison Service Center, 16801 Westgrove, Addison, Tx 75001



**Annual IDIQ Contract for Concrete
and Asphalt Repairs IDIQ
Bid #19-98**

Work included in this request for proposal may include, but is not limited to, the removal and/or replacement of concrete and asphalt streets, sidewalks, drive approaches, medians, alleys, retaining walls, sidewalk ramps, curb and gutter, stormwater inlets, and brick pavers. This contract is intended to be used to make repairs and perform maintenance as needed throughout the Town of Addison.

I. GENERAL CONDITIONS

- A. The contract period will be effective for twelve months from the date of award. The contract shall contain an option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.
- B. The Town reserves the right to select, multiple vendors and reserves the right to choose which vendor to use per delivery order. Partial bids may also be accepted.
- C. **There is no minimum guarantee of work beyond the initial Delivery Order/s.** Delivery Orders will be issued on an as needed basis. The anticipated award for Fiscal Year 2019 is approximately \$250,00.00. Additional awards will be based on future Town budgets.
- D. Quantities shown are estimates and will be used for evaluation only, so that the contractor can provide unit prices. **There is no minimum guarantee of work.** Some items may be used more in a given year than others. For instance, the Town may elect to perform several repairs to concrete streets, but none to the asphalt streets.
- E. Delivery Orders will establish scope, cost and schedule/timeline for each project. These items will be agreed upon by the Town and Contractor prior to beginning work.
- F. Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- G. Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the Town will discuss procedures for the work to be completed.



- H. The contractor will provide, for Town approval, the names of material vendors and a copy of mix designs for concrete.
- I. The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- J. The contractor shall designate a full-time superintendent who shall be on the job site at all times during construction. The Town's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after notification to the Town.
- K. The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of repairs within the agreed upon timeframe.
- L. The Town will be responsible for notification to the public of the agreed upon start date and scope of work at least forty-eight (48) hours prior to start of work.
- M. The contractor is required to have a list of all subcontractors used submitted to the Town.
- N. The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- O. The Town may request replacement of designated superintendent after written notification to contractor. Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from, the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special events, or holidays (listed below).
- New Year's Day
 - Memorial Day
 - July Third and Fourth
 - Labor Day
 - Thanksgiving Day and Day after Thanksgiving
 - Christmas Eve and Day
 - Taste of Addison
 - Addison Kaboom Town
 - Addison Oktoberfest
- P. The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field



supervisor shall be required to obtain a copy of both, at the contractor's expense.

- Q. The Town shall pay contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in proposal. A measurement of completed quantities will be conducted prior to the submittal of each pay request. A measurement of completed quantities will be completed at least one time per month. Completed quantities include joint sealing. The contractor's field supervisor and the Town's representative shall conduct this measurement.
- R. Town may terminate contract if contractor persistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable materials, equipment, or otherwise violates in any substantial way any provisions of the contract documents. Town may, after giving contractor seven (7) days written notice and to the extent permitted by law and regulations, terminate the services of contractor from the site and take possession of the work.

II. TOWN OF ADDISON – GENERAL CONSTRUCTION SPECIFICATIONS

A. Traffic Control

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control. All traffic control devices shall be in used accordance with the guidelines in the latest revision of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways".
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the



closed area.

- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.
- h. No streets shall be closed to traffic without written approval from the Town.
- i. All construction signing shall be reflective and "like new" in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. "Construction Ahead" and "End of Construction" signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

B. Temporary Construction Water Meter

All water required for the project will be at the CONTRACTOR'S expense. The CONTRACTOR shall obtain a temporary water meter (deposit reimbursed when the meter is returned) from the OWNER and meter all water used for the project.

The contractor shall contact the Finance Department, for construction loan meter application and contractor shall make required deposit. A service request will be sent to the Town of Addison Service Center located at 16801 Westgrove Drive for the temporary water meter. Service Requests for water meters take 24 hours to process. Contractor is responsible for paying temporary meter deposit and all water usage required for this project. Deposit will be reimbursed once the meter is returned.

C. Paving

All paving shall follow Town of Addison Standard Construction Details for "Paving" that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard->



[Construction-Details-Paving.pdf](#)

D. Asphalt Mix Designs

Asphalt mix designs shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 302 "Asphalt Pavement".

E. Storm Drainage

All storm drainage installation shall follow Town of Addison Standard Construction Details for "Storm Drainage" that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard-Construction-Details-Storm-Drainage.pdf>

F. Construction Plans

Delivery Orders for work associated with this contract may not be accompanied by construction plans. In this case the Contractor will be responsible for following the Town's standard specifications and details. From time to time, the Contractor may be provided engineered plans and specifications for a project. The Contractor will be responsible for providing unit bid pricing as laid out in the provided specifications.

G. Sediment Control

Contractor is required to meet all Stormwater requirements and will be required to utilize and maintain best management practices at all times.

H. Equipment Left on Jobsite

All equipment left on the jobsite overnight shall be located within the work zone and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment, it will not be allowed to be left in the street. **All equipment will be required to carry fire extinguishers in case of emergency.**

I. Barrier Free Ramps

All barrier free ramps consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. The pay item will be by the square foot, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The Town of Addison shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full**



compliance to federal and state ADA requirements.

J. Detectable Warnings

- a. Detectable warnings shall be cast in place (wet set). The inspector will determine which type will be used during the layout of the Ramp. They shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp.
- b. All detectable warnings shall be Tekway ADA Systems or an approved equivalent. The color shall be terra cotta.

K. Joint and Crack Sealants

Joint sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 303.2.14 "Joint Sealant".

Crack sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 401 "Crack Sealing".

L. Testing

Initial testing will be paid by owner. All re-testing will be at the expense of the contractor. Additional proctors may be requested at any time at the expense of the contractor.

M. General Construction Notes

- a. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
- b. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
- c. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
- d. Removal of integral curb will be included in the unit price of concrete pavement removal.
- e. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
- f. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
- g. All paving shall be saw cut along neat lines prior to removal. Any pavement that is



- chipped or broken outside the saw cuts will be repaired as determined by the inspector and at the contractor's expense.
- h. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Town and property owner, it can be neatly spread over the adjacent area. No stock piling of material in the street will be allowed after work hours. The cost for this is subsidiary to the pavement repair.
 - i. Top soil will be used to level up excavated areas to receive sod.
 - j. Positive drainage shall be established during the initial phase of grading and maintained throughout construction. The contractor will determine grade by use of an instrument or water as requested by the Town. Any areas identified by the contractor that impede the positive drainage and are not scheduled for repair shall be brought to the attention of the project inspector. Inspector shall work with contractor to determine any additional areas that need repaired. Any completed repairs within the project that do not have positive drainage will be removed and corrected at the contractor's expense.
 - k. The contractor shall remove all trees, stumps, brush, and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.
 - l. The contractor will protect trees that are to remain from damage.
 - m. No material, which has been used for any temporary purpose, is to be incorporated in the permanent structure without written consent from the Town.
 - n. Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.
 - o. No concrete shall be placed at any job site until the contractor has notified the Town's representative and requested and received an inspection of the site. The contractor shall request such inspection at least twenty-four (24) hours prior to concrete being placed. Any concrete placed without an inspection shall be removed and replaced at the contractor's expense.
 - p. Bar chairs to support reinforcing steel and dowel rods shall be used in repairs as required.
 - q. Tooled joints in sidewalk will not be sealed. All other joints will be sealed.
 - r. All inlets within the project limits, and any that may be affected by runoff from the project,



will be protected. The city's inspector will determine if any inlet needs to be cleaned due to runoff from the project.

- s. The areas adjacent to construction shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damaged landscaping, sprinkler systems, or other items that are affected by the construction.
- t. Damage to sprinkler systems will be addressed promptly and in the following manner; contractor will inform City Inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Town Inspector and set up a time to run system to verify repairs are satisfactory.

Note: Once the damage has been identified, the contractor will repair the damage within 48 hours and verify with the customer that the system has been restored to its original condition. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT AN IRRIGATION SYSTEM HAS BEEN RETURNED TO ITS ORIGINAL CONDITION with the resident, business owner, etc. If condition of the irrigation system has not been verified, payment for that month may be withheld (at the inspector's discretion). Any sod that must be installed due to the construction will be installed within a reasonable time period.

- u. Repairs to water service lines cut during construction on the customer's side of the meter will be completed by a Licensed Plumber at the expense of the contractor.
- v. The contractor is responsible for insuring density of sub-grade meets Town specifications for each repair. Lack of testing does not relieve the contractor of this responsibility.
- w. Contractor will lower or raise manhole covers as projects require and will be paid according to line item pricing.
- x. The contractor will make every effort to match existing sod on all repairs.
- y. The line item for flex base is intended for special projects and will only be used at the discretion of the inspector. The line item includes the contractor providing, placing, and compacting the flex base.

III. Warranty

- A. All work performed under this contract for the Town of Addison shall be warranted for a period of two (2) year. If within two (2) year after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor



shall correct it promptly after receipt of notice from the Town.

- B. A maintenance bond shall be required at the end of this agreement. It shall be made out for the total amount of the agreement, and enforceable for two (2) years from final acceptance of the project.

IV. Project Locations

Projects will be located throughout the city limits of Addison.

V. Insurance Requirements

See bid documents.

VI. Bid Bond

See bid documents.

VII. Evaluation Criteria

Proposals will be scored by an evaluation committee consisting of Town staff. Proposals will be scored with regards to the following criteria and associated weights:

- **Price:** Evaluation will award up to 50 points based on pricing.
 - **Previous Performance:** Evaluation will award up to 30 points based on past performance contracts with public agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. List previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract.
 - **Location:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 20 points based on location in the geographical area of the Town and knowledge of the locality, local laws, regulations, and practices.
- | | |
|--|-----|
| ● Price | 50% |
| ● Experience and Past Previous Performance | 30% |
| ● Location | 20% |

Annual IDIQ for Concrete and Asphalt Repairs Bid Tabulations

THE FOLLOWING ACTIVITIES ARE PRESENTED FOR THE CONTRACTOR TO PROVIDE UNIT PRICES. THE QUANTITIES ARE ESTIMATES ONLY BASED ON A 12 MONTH DURATION AND WILL BE USED FOR **EVALUATION ONLY**. THE AWARD WILL BE BASED ON AVAILABLE FUNDS PRORATED THE FIRST YEAR FROM THE AWARD DATE TO END OF THE FISCAL YEAR. THE ANTICIPATED AWARD FOR THIS YEAR IS APPROXIMATELY \$250,000. EACH SUBSEQUENT YEAR, IF AWARDED, WILL BE BASED ON A COMPLETE 12 MONTH CYCLE. EACH DELIVERY ORDER WILL BE BASED ON THE PROPOSED SCOPE AND CONTRACTOR PROPOSED UNIT PRICES. **THERE IS NO MINIMUM GUARANTEE BEYOND THE INITIAL DELIVERY ORDERS.**

WE EXPECT THAT SOME ITEMS MAY BE HIGHER, I.E. CONCRETE, AND SOME OTHER ITEMS WILL NOT BE USED AT ALL IN A GIVEN AWARD YEAR.

Bid Item No.	Item	Units	Quantity	Unit Cost (\$)	Extended Cost (\$)
	GENERAL ITEMS				
1	Bonds & Insurance	LS	1	15,000 ⁰⁰	\$ 15,000 ⁰⁰
2	HMAC Saw Cutting 2" Depth; complete in place	LF	2000	1 ⁰⁰	\$ 2,000 ⁰⁰
3	HMAC Saw Cutting Additional 1" Depth; complete in place	LF	1000	0.50	\$ 500 ⁰⁰
4	Concrete Saw Cutting 6" Depth; complete in place	LF	2000	3 ⁰⁰	\$ 6,000 ⁰⁰
5	Concrete Saw Cutting Additional 1" Depth, complete in place	LF	500	0.50	\$ 250 ⁰⁰
6	Traffic Control, Residential Streets; set-up and removal, complete-in-place and removal for one day	EA	5	1,500 ⁰⁰	\$ 7,500 ⁰⁰
7	Traffic Control, Residential Streets; single lane closure; maintenance per Day	Day	2	500 ⁰⁰	\$ 1,000 ⁰⁰
8	Traffic Control, High Volume Streets; set-up and removal, complete-in-place and removal for one day	EA	5	3,500 ⁰⁰	\$ 17,500 ⁰⁰
9	Traffic Control, High Volume Streets; single lane closure; maintenance per Day	Day	2	1,000 ⁰⁰	\$ 2,000 ⁰⁰

10	Traffic Control, High Volume Streets; multi-lane closure; maintenance per Day	Day	5		1,500 ⁰⁰	\$ 7,500 ⁰⁰ -
CONCRETE PAVEMENT REPAIR/REPLACEMENT						
11	Demo and Remove Existing Concrete Pavement, 10" Thickness; complete in place	SY	250		18 ⁰⁰	\$ 4,500 ⁰⁰
12	Demo and Remove Existing Concrete Pavement, 8" Thickness; complete in place	SY	250		15 ⁰⁰	\$ 3,750 ⁰⁰
13	Demo and Remove Existing Concrete Pavement, 6" Thickness; complete in place	SY	250		12 ⁰⁰	\$ 3,000 ⁰⁰
14	Major Arterial, 10" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	200		155 ⁰⁰	\$ 31,000 ⁰⁰
15	Minor Arterial, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		150 ⁰⁰	\$ 18,750 ⁰⁰
16	Commercial/Industrial Collector, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 ⁰⁰	\$ 15,625 ⁰⁰
17	Residential Collector, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 ⁰⁰	\$ 15,625 ⁰⁰
18	Residential Local, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125		125 ⁰⁰	\$ 15,625 ⁰⁰

19	Drive Approach, 8" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P2), curing compound, joint sealer; complete in place	SY	125	125 ⁰⁰	\$ 15,625 ⁰⁰
20	Alley, 6" Thickness -- Remove and Replace concrete pavement including; rebar, chairs, dowels, expansion joint material, high early strength concrete (Class P1 or P2), curing compound, joint sealer; complete in place	SY	125	110 ⁰⁰	\$ 13,750 ⁰⁰
21	Concrete Joint, Routing and Sealing, complete in place	LF	10000	1.75	\$ 17,500 ⁰⁰
22	Concrete Cracks, Routing and Sealing, complete in place	LF	10000	2.25	\$ 22,500 ⁰⁰
23	Diamond Grinding, per NCTCOG specifications, complete in place	SY	500	25 ⁰⁰	\$ 12,500 ⁰⁰
ASPHALT CONCRETE PAVEMENT REPAIR/REPLACEMENT					
24	Mobilization Cost for small areas of asphalt work < 500 SqYd	LS	5	2,150 ⁰⁰	\$ 10,750 ⁰⁰
25	Mobilization Cost for large areas of asphalt work > 500 SqYd	LS	5	4,000 ⁰⁰	\$ 20,000 ⁰⁰
26	Flex Base per Town of Addison Standards (large areas w/ equipment), complete in place	SY-In	1000	17 ⁰⁰	\$ 17,000 ⁰⁰
27	Flex Base per Town of Addison Standards (small areas by hand), complete in place	SY-In	500	25 ⁰⁰	\$ 12,500 ⁰⁰
28	Geo-grid or approved equal geo-textile fabric, complete in place	SF	5000	0.50	\$ 2,500 ⁰⁰
29	Recompact existing subgrade, includes water for wetting (if needed), complete in place	SY	500	5 ⁰⁰	\$ 2,500 ⁰⁰
30	Subgrade Repair, Select Fill material, compacted in 6" lifts, includes material, water for wetting (if needed), complete in place	CY	130	50 ⁰⁰	\$ 6,500 ⁰⁰
31	Flowable Fill, includes material and placement, complete in place	CY	130	140 ⁰⁰	\$ 18,200 ⁰⁰
32	Crack Seal - NCTCOG PWCS Section 401	LF	5000	2.50	\$ 12,500 ⁰⁰

33	Planing (Milling) (2")	SY	900	14 ⁰⁰	\$ 12,600 ⁰⁰
34	Planing (Milling) Additional (1")	SY	500	0.75	\$ 375 ⁰⁰
35	Surface Treatment Repair, Upper 2" HMAAC - NCTCOG PWCS Section 302	SY-in	500	160 ⁰⁰	\$ 80,000 ⁰⁰
	CURB AND GUTTER, SIDEWALK, and ADA IMPROVEMENTS				
36	Removal and Replacement of concrete Curb & Gutter, complete in place	LF	1000	75 ⁰⁰	\$ 75,000 ⁰⁰
37	Removal of 4" Concrete Sidewalk, complete in place	SF	2000	1.75	\$ 3,500 ⁰⁰
38	Replace 4" concrete sidewalk including; rebar, chairs, dowels, expansion joint material, concrete (Class A), curing compound, joint sealer, and finish; complete in place	SF	2000	7.25	\$ 14,500 ⁰⁰
39	Concrete Sidewalk, Additional 1" Thickness; complete in place	SF	1500	2 ⁰⁰	\$ 3,000 ⁰⁰
40	New ADA Concrete Curb Ramp: Including; rebar, truncated domes, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	SF	200	40 ⁰⁰	\$ 8,000 ⁰⁰
41	Remove and Replace ADA Concrete Curb Ramp: Including; rebar, truncated domes, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	SF	150	42 ⁰⁰	\$ 6,300 ⁰⁰
42	Concrete Joint Repairs for concrete Curb and Gutter, removal and replacement; complete in place	LF	1500	10 ⁰⁰	\$ 15,000 ⁰⁰
43	Concrete Joint Repairs for concrete Sidewalk, removal and replacement; complete in place	LF	1350	10 ⁰⁰	\$ 13,500 ⁰⁰
44	Sleeper Slab and Paver Demo and Replacement; includes demolition haul off and proper disposal/recycling; subgrade compaction/base prep, formwork, new pavers, joints, and finish; complete in place	SF	250	19.50	\$ 4,875 ⁰⁰

STORMWATER INLET REPAIR									
45	Demo and Remove 8' Standard Curb Inlet; complete in place	EA	5					1,500.00	\$ 7,500.00
46	Demo and Remove 8' Recessed Curb Inlet; complete in place	EA	2					1,500.00	\$ 3,000.00
47	Install Standard 8' (Precast) Curb Inlet; complete in place	EA	3					4,450.00	\$ 13,350.00
48	Standard Curb 8' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	2					4,450.00	\$ 8,900.00
49	Recessed Curb 8' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	1					4,450.00	\$ 4,450.00
50	Demo and Remove 10' Standard Curb Inlet; complete in place	EA	5					1,800.00	\$ 9,000.00
51	Demo and Remove 10' Recessed Curb Inlet; complete in place	EA	2					1,800.00	\$ 3,600.00
52	Install Standard 10' (Precast) Curb Inlet; complete in place	EA	3					5,250.00	\$ 15,750.00
53	Standard Curb 10' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	2					5,250.00	\$ 10,500.00
54	Recessed Curb 10' Curb Inlet including; rebar, chairs, dowels, expansion joint material, concrete, curing compound, joint sealer, and finish; complete in place	EA	1					5,250.00	\$ 5,250.00
MINOR UTILITY ADJUSTMENTS									

55	Sanitary Sewer Manhole Ring and Cover Adjustment, including New Manhole Ring and Cover Assembly with new Height Adjustment Rings, Stainless Steel Inflow Inhibitor, and with Concrete Collar; complete in place	EA	5		1,500.00	\$ 7,500.00
56	Storm Water Manhole Ring and Cover Adjustment, including new Manhole Ring and Cover Assembly with new Concrete Collar; complete in place	EA	3		1,000.00	\$ 3,000.00
57	Water Valve Adjustment with Concrete Collar; complete in place	EA	5		500.00	\$ 2,500.00
58	Replacement of Concrete Collars with High Early Strength Concrete (in addition to above unit price); complete in place	SF	2		500.00	\$ 1,000.00
59	Mandatory Utility Allowance	LS	1		1.00	\$ 1.00
	OTHER SURFACE IMPROVEMENTS					
60	Common Bermuda Block Sod	SF	500		1.25	\$ 600.00
61	Mandatory allowance for irrigation	LS	1		5,000.00	\$ 5,000.00
62	Demo Existing Traffic Rated Pavers	SF	1000		2.00	\$ 2,000.00
63	Install Holland Traffic Rated Pavers, per provided specification (or approved equal), includes bedding and joint sand, complete in place.	SF	150		10.00	\$ 1,500.00
64	Paver Joint Sand, per specification, complete in place	SF	1000		2.50	\$ 2,500.00
	EMERGENCY and AFTER NORMAL WORK HOUR REPAIR COEFFICIENTS; requires written authorization by Town representative					

65	Declared Emergency Coefficient (Weekdays 24 hour service); requires contractor crew/crews on site within 1 hour of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost			5,000 ⁰⁰	5,000 ⁰⁰ 0%
66	After Hour Coefficient (5pm to 7am, weekends and holidays); requires contractor crew/crews on site within 1 hour of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost			7,500 ⁰⁰	7,500 ⁰⁰ 0%
	CONTRACTOR MARK UP ON NEW ITEMS NOT IDENTIFIED OR SUBSIDIARY TO WORK LISTED				
67	Individual Item from approved supplier (material only)			5,000 ⁰⁰	5,000 ⁰⁰ 0%

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: JIM BOWMAN CONSTRUCTION COMPANY, L.P.

COMPANY INFORMATION:

Number of years in business? 35

Number of years at current location? 10

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?
N/A

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

Pager# N/A Cell Phone# 214-926-9554

Answer Svc# N/A Other# N/A

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
<u>CITY OF FARMERS BRANCH</u>	<u>GARY SPOERL</u>	<u>972-919-2597</u>	<u>GARY.SPOERL@FARMERSBRANCHTX.GOV</u>
<u>CITY OF PLANO</u>	<u>CHRIS BEST</u>	<u>972-769-4128</u>	<u>CHRISBE@PLANO.GOV</u>
<u>CITY OF MCKINNEY</u>	<u>EDDIE GARZA</u>	<u>972-547-2138</u>	<u>EGARZA@MCKINNEYTEXAS.ORG</u>
<u>CITY OF FRISCO</u>	<u>ROBERT CASKEY</u>	<u>972-292-5453</u>	<u>RCASKEY@FRISCO TEXAS.GOV</u>
<u>CITY OF CARROLLTON</u>	<u>TOM GEIER</u>	<u>972-466-4230</u>	<u>THOMAS.GEIER@CITY OF CARROLLTON.COM</u>

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#: SOLICITATION 19-98

Company Name: JIM BOWMAN CONSTRUCTION COMPANY, L.P.

Signature:

Date: 3/12/19

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 material change in coverage.</u> 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 material change in coverage.</u> 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 material change in coverage.</u> 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# 19-98

Company: JFM BOWMAN CONSTRUCTION COMPANY, L.P.

Printed Name: ADRIAN BOWMAN

Signature:  Date: 3/12/19

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.



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: JIM BOWMAN CONSTRUCTION COMPANY, L.P.

Business Address: 2716 S. REGSBGE DR.
PLANO, TEXAS
75074

Contact Name: ADRIAN BOWMAN

Phone#: 972-423-1313

Fax#: 972-423-9447

Email: ADRIAN @ BOWMANCONSTRUCTION.COM

Name(s) Title of Authorized Company Officers:

ADRIAN BOWMAN - GENERAL MANAGER

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 60 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/cmb1/cmb1hub.html>.

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

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.

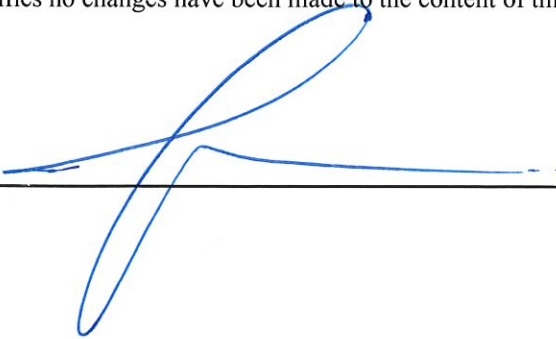
I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date: 3/12/19

Title: GENERAL MANAGER

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 #19-98 - Annual Contract for Concrete and Asphalt Repairs (IDIQ)

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Mar 7, 2019 12:00:00 PM CST

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

JIM BOWMAN CONSTRUCTION CO. L.
 PLANO, TX United States

Certificate Number:
 2019-491648

Date Filed:
 05/16/2019

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

Date Acknowledged:

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.

IDIQ #19-98
 Annual Contract for Concrete and Asphalt Repairs (IDIQ) #19-98

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

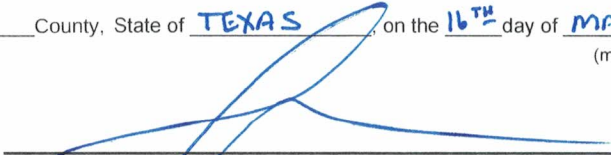
6 UNSWORN DECLARATION

My name is ADRIAN BOWMAN, and my date of birth is 6/29/76.

My address is 2716 S. RIGSBEE DR., PLANO, TX, 75074, USA.
(street) (city) (state) (zip code) (country)

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

Executed in COLLIN County, State of TEXAS, on the 16TH day of MAY, 20 19.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Meeting Date: 05/28/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss and Consider Action on an **Ordinance Amending Chapter 34 – Environment, Article V – Drought Contingency Plan, Section 34-177 of the Code of Ordinances to Delete References to the City of Dallas Emergency Water Management Triggering Measures.**

BACKGROUND:

The Town of Addison has previously adopted a Drought Contingency Plan as codified in the Municipal Code of Ordinances, Chapter 34, Article V. Section 34-177 of the Code states that the Town of Addison’s emergency water management triggering measures will be the same as those of the City of Dallas. Due to recent changes to the City of Dallas’ plan, the Town’s plan and Dallas’ plan are no longer the same. For instance, the City of Dallas’ plan contains only three drought response stages, whereas the Town’s plan has five stages.

To avoid confusion, staff recommends the reference in the Code of Ordinance to the City of Dallas’ triggering measures be deleted from the Town’s ordinance.

Formerly, Section 34-177 read: “The city purchases 100 percent of its potable water from the City of Dallas. Therefore, the emergency water management triggering measures will be the same as those of the City of Dallas. Also, triggering criteria may be initiated as a result of short term deficiencies and or emergencies specific to the Town of Addison.” With the proposed change, Section 34-177 will read: “Triggering criteria for initiation and termination of drought response stages. The triggering criteria for each drought response stage shall be as follows:...” The attached presentation describes the triggering criteria in detail.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Drought Contingency Plan Amendment

Presentation - Drought Contingency Plan Council Briefing

Drought Contingency Plan

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 34 – ENVIRONMENT, ARTICLE V – DROUGHT CONTINGENCY PLAN, SECTION 34-177 OF THE CODE OF ORDINANCES TO DELETE REFERENCES TO THE CITY OF DALLAS EMERGENCY WATER MANAGEMENT TRIGGERING MEASURES; PROVIDING FOR SAVINGS AND AN EFFECTIVE DATE.

WHEREAS, the Town of Addison has previously adopted a Drought Contingency Plan codified in Article V of Chapter 34 of the Code of Ordinances; and

WHEREAS, Section 34-177 of the Code of Ordinances erroneously states that the Town of Addison’s emergency water management triggering measures will be the same as those of the City of Dallas; and

WHEREAS, the Town has adopted five drought response stages and the City of Dallas has adopted only three drought response stages; and

WHEREAS, to avoid confusion, the Town desires to delete the references to the City of Dallas in Section 34-177.

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

Section 1. Chapter 34 – Environment, Article V – Drought Contingency Plan, Section 34-177 – Triggering criteria for initiation and termination of drought response stages, of the Code of Ordinances is hereby amended in part, as follows:

Sec. 34-177. - Triggering criteria for initiation and termination of drought response stages.

The triggering criteria for each drought response stage shall be as follows:

.....

Section 2. Save and except as amended by this Ordinance, Section 34-177 of the Code of Ordinance shall remain in full force and except.

Section 3. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, on this the 28th day of May 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Drought Contingency Plan

City Council

May 28, 2019

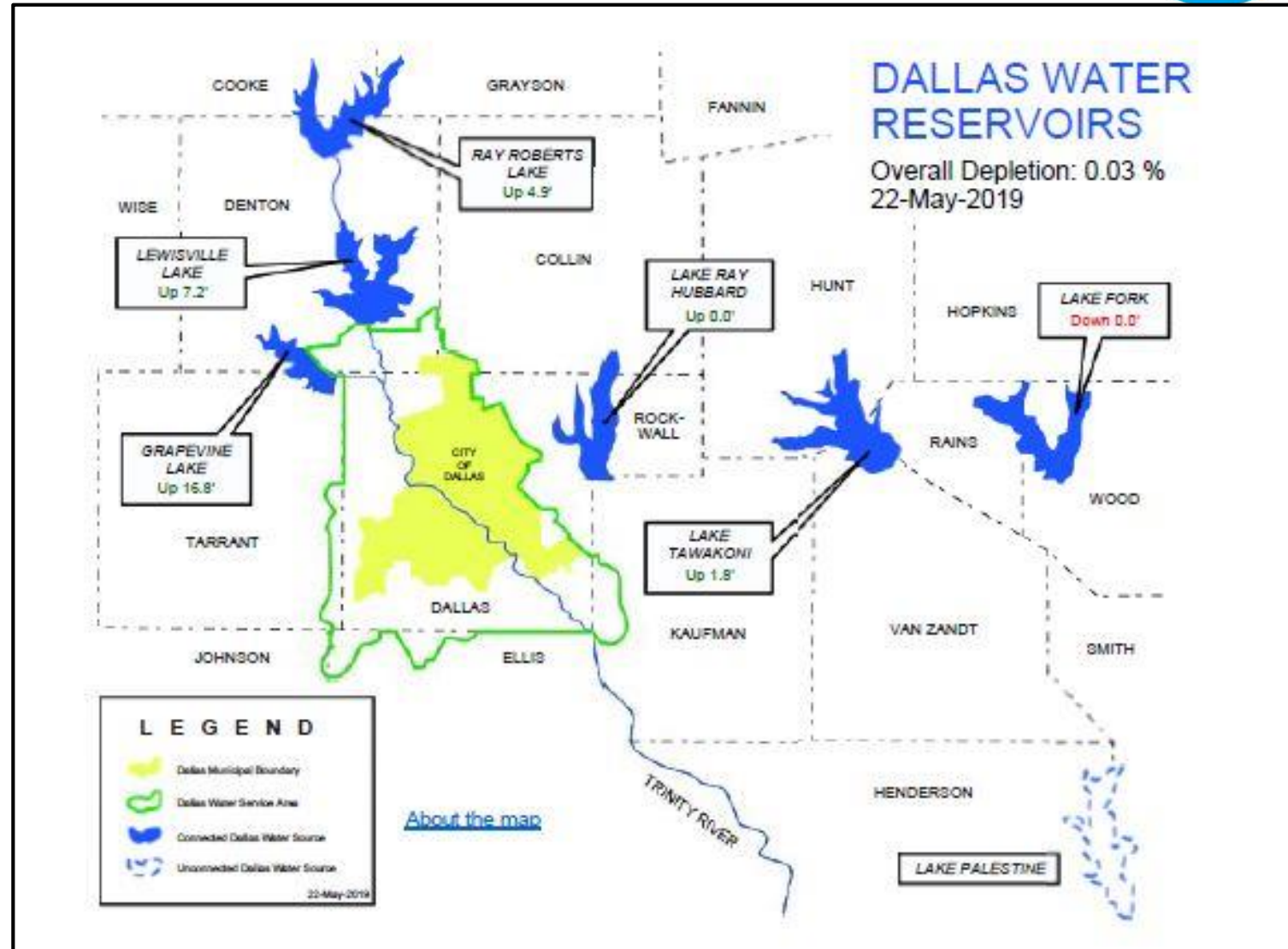
The logo for the City of Addison, featuring the word "ADDISON" in blue, uppercase letters inside a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a grey triangle pointing towards the top right corner.

ADDISON

Dallas Water Supply

ADDISON

- Dallas Water Utilities (DWU) receives treated water from 6 reservoirs
 - Grapevine
 - Lake Fork
 - Lewisville
 - Ray Hubbard
 - Ray Roberts
 - Tawakoni
- Addison purchases treated water from DWU
- Contract with DWU requires the Town to have a Drought Contingency Plan in accordance with the Texas Water Code



- Section 34-171 – Non-Essential Water Uses
- Appendix B of the Town’s Water Conservation Plan
- Regulates Non-Essential Water Uses:
 - Irrigation of landscaping, including parks
 - Washing motor vehicles
 - Washing down sidewalks, driveways, and other hard-surface areas
 - Washing down buildings, windows, other structures, except for fire protection
 - Flushing gutters or allowing water to run into the street gutter
 - Filling or refilling swimming pools or jacuzzi-type pools
 - Water fountain or pond for aesthetic purposes, except to support aquatic life
 - Failure to repair controllable leaks within a reasonable timeframe
 - Use of fire hydrant for construction or any purpose other than fire fighting

Drought Contingency Stages – Triggering Criteria

- Stage 1
 - 65% of total raw water supply as determined by the Dallas Water Utilities
 - Demand exceeds 85% of deliverable capacity for 4 consecutive days
 - Goal: 5% voluntary reduction in water use
- Stage 2
 - 55% of total raw water supply as determined by the Dallas Water Utilities
 - Demand exceeds 90% of deliverable capacity for 3 consecutive days
 - Goal: 15% mandatory reduction in water use (may include lawn watering restrictions)
- Stage 3
 - 45% of total raw water supply as determined by the Dallas Water Utilities
 - Demand exceeds 95% of deliverable capacity for 2 consecutive days
 - Goal: 20% mandatory reduction in water use.

Drought Contingency Stages – Triggering Criteria

■ Stage 4

- Below 30% of total raw water supply as determined by the Dallas Water Utilities
- Demand exceeds 98% of deliverable capacity for 1 consecutive days
- Goal: 25% mandatory reduction in water use

■ Stage 5

- Emergency restrictions due to system outage, such as to one of Town's pump stations, microbiological contamination or interruption to water supply; may trigger a boil water notice
- Town must implement any measures required by Dallas Water Utilities
- Goal: Reduction in water use to prevent public health emergencies; city manager may set additional goals to reduce water usage further

Process to Initiate Drought Contingency Stages

- Dallas Water Utilities notifies the Town that measures are necessary
- City Manager, or designee, orders the public notification process begin
- Public notification through:
 - Water bill insert
 - Addison website
 - Social Media (Facebook, Twitter, Next Door)
 - E-blasts
 - Town Newsletter
 - Door hangers and other handouts
 - Signage at Town Hall, Post Office, Athletic Club, other Town buildings open to the public
 - PEG Channel
 - In an emergency, Everbridge and/or direct call to the major consumers

Questions / Discussion

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal white lines and a grey triangle in the top right corner.

ADDISON

ARTICLE V. - DROUGHT CONTINGENCY PLAN

Sec. 34-171. - Non-essential water uses.

Water uses regulated or prohibited under this article (hereinafter referred to as the "Drought Contingency Plan" or the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 34-179 of this plan.

(Ord. No. 099-030, § 1, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-172. - Public education and notification.

- (a) The city, by and through its department of public works, shall periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage.
- (b) When drought contingency measures appear to be necessary, the public will be notified through available news media, and additional information on water conservation methods will be distributed. In the event that a trigger condition is reached, the public will be kept fully informed of the status of the drought condition through all available media.
- (c) When a trigger condition has been reached and/or the City of Dallas Water Utilities Department informs the town that drought contingency measures may be necessary, the city manager of the town or the city manager's designee (for purposes of this article, "city manager") will order the initiation of a public notification process. The public notification process will include, but is not limited to, the following:
 - (1) A notice of drought condition will be posted at town hall, the post office, recreation center, and major supermarkets.
 - (2) The notice will be circulated to local newspapers and radio stations via public service announcement. Information regarding the contingency measures for the drought condition will be mailed to all water customers by means of utility bill inserts and posted on the town's web page.

(Ord. No. 099-030, § 2, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-173. - Coordination with regional water planning groups.

The service area of the city is located within Texas Commission on Environmental Quality ("TCEQ") Region C and the Town of Addison, Texas ("town" or "city") has provided a copy of this plan to the TCEQ, City of Dallas, and State Planning Region.

(Ord. No. 099-030, § 3, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-174. - Authorization.

The city manager is hereby authorized and directed to implement the applicable provisions of the plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ord. No. 099-030, § 4, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-175. - Application.

The provisions of this plan shall apply to all persons, customers, and property using water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

(Ord. No. 099-030, § 5, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-176. - Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use means water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address means service addresses on the utility account ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd-numbered address means service addresses on the utility account ending in 1, 3, 5, 7, or 9.

(Ord. No. 099-030, § 6, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-177. - Triggering criteria for initiation and termination of drought response stages.

The triggering criteria for each drought response stage shall be as follows:

Stage 1

Triggering criteria: Total raw water supply in connected lakes drops below 65 percent of total conservation storage, demand exceeds 85 percent of deliverable capacity for four consecutive days, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 60 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Goal for use reduction and action available under Stage 1:

The goal for water use reduction under Stage 1 is a five-percent voluntary reduction in water use that would have occurred in the absence of drought contingency measures. The city manager may order the implementation of any of the actions listed below, as deemed necessary:

- The city manager requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9:00 a.m. and 8:00 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Reduce city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated and would be unlikely to recur upon termination. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2

Triggering criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage or demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Goals for reduction and actions available under Stage 2.

The goal for water use reduction under Stage 2 is a 15-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented under Stage 1 shall remain in effect during Stage 2, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Prohibit hosing off of paved areas, buildings or windows; operation of swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.
 Exceptions: Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.
- Limit landscape watering at each service address to two days per week based on the last digit of the address per the schedule below.

Last Digit of Address	Allowed Water Days
Odd-numbered address	Tuesday and Saturday
Even-numbered address	Wednesday and Sunday

Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number.

Where there are no numbers, a number will be assigned by the city manager. These restrictions also apply to government facilities.

Exceptions: Foundations and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water twice per week on Mondays and Fridays.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated and would be unlikely to recur upon termination. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3

Triggering criteria: Total raw water supply in connected lakes drops below 45 percent of total conservation storage, demand exceeds 95 percent of deliverable capacity for two consecutive days, short term deficiencies in distribution system limit supply capability, or natural or manmade contamination of the water supply source(s) occurs. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Goals for reduction and actions available under Stage 3.

The goal for water use reduction under Stage 3 is a 20-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented in Stages 1 and 2 shall remain in effect, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Commercial and residential landscape watering will be limited to foundations, shrubs, and trees, which may be watered with soaker or hand-held hose on the same two days per week basis set forth in the schedule in Stage 2 above for up to two hours.
- Public gardens may water on the same two days per week basis set forth in the schedule in Stage 2 above.
- Nurseries may water plant stock only between the hours of 9:00 p.m. and 9:00 a.m.
- Prohibit operations of ornamental fountains, except where necessary to support aquatic life or where equipped with a recirculation system.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated and would be unlikely to recur upon termination. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4

Triggering criteria: Total raw water supply in connected lakes drops below 30 percent of total conservation storage, demand exceeds 98 percent of deliverable capacity for one day, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Goals for reduction and actions available under Stage 4:

The goal for water use reduction under Stage 4 is a 25-percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, as deemed necessary. All requirements implemented in Stages 1, 2 and 3 shall remain in effect during Stage 4. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Prohibit all commercial and residential landscape watering with the following exceptions:
 - Nurseries' plant stock may be watered between the hours of 9:00 p.m. and 9:00 a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.
 - Public gardens may water foundations, shrubs and trees between the hours of 9:00 p.m. and 9:00

a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.

- Foundations may be watered for a two-hour period between the hours of 9:00 p.m. and 9:00 a.m. with a soaker or hand-held hose on the two day per week basis prescribed for landscape watering in Stage 2.
- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated and are unlikely to recur upon termination. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Stage 5

- (a) *System outage due to major water system components—Triggering criteria:* A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Goals for reduction and actions available under Stage 5:

The goal for water use reduction under Stage 5 is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, or other actions not included, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager.

- (b) *Supply source contamination special precautions—Triggering criteria:* Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the distribution system immediately and special precautions shall be taken in accordance with subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "boil water notice" and a letter explaining the situation and containing recommendations to the water customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public

Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager determines that conditions exist which will allow removal of Stage 5 actions.

(Ord. No. 099-030, § 7, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-178. - Variances.

- (a) *Temporary variances.* The city manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (b) *Exemptions.* Persons requesting an exemption from the provisions of this article shall file a petition for a variance with the city within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager and shall include the following:
- (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
 - (8) Other pertinent information as may be required by the city manager.
- (c) *Special conditions.* Variances granted by the city manager shall be subject to the following conditions, unless waived or modified by the city manager:
- Variances granted shall include a timetable for compliance.
 - Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

(Ord. No. 099-030, § 8, 8-24-9; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-179. - Penalty.

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than \$2,000.00, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. No. 099-030, § 11, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Secs. 34-180—34-200. - Reserved.