



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

**January 14, 2020**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254  
5:00 PM EXECUTIVE SESSION & WORK SESSION  
7:30 PM REGULAR MEETING**

1. Call Meeting to Order

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney pertaining to:

- Bigelow Arizona TX-344, Limited Partnership D/B/A Suites of America and/or Budget Suites of America v. Town of Addison, Cause No. DC-19-09630, 191st Judicial District, Dallas County District Court.

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

- Agreement for the Professional Real Property Asset Management and Administration Services of Addison Airport

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

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4. Present and Discuss **an Update of the Addison Circle Special Area Study Presentation Made to The Urban Land Institute and Next Steps for the Implementation of the Transit-Oriented Development Adjacent to the Silver Line (Cotton Belt) Commuter Rail Project.**
  5. Present and Discuss **Future Council Meeting Dates For January, February, March and April 2020.**
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## **REGULAR MEETING**

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### **Pledge of Allegiance**

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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Public Comment.

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

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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.*

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6. Consider Action on **the Minutes of the December 10, 2019 City Council Meeting.**

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7. Consider Action on **a Resolution to Accept Routine Airport Maintenance Program (R.A.M.P) Funds from the Texas Department of Transportation for Improvements to the Addison Airport, and Authorize the City Manager to Execute the Necessary Contracts and Agreements.**

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8. Consider Action on a Resolution to Approve a **Contract Agreement with Air Cleaning Technologies, INC., for the Supply and Installation of Fire Station Vehicle Exhaust Removal and Filtration Systems and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$90,712.

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9. Consider Action to Approve a **Purchase Agreement with DANA Safety and Supply to Provide and Install Emergency Equipment and Accessories for Eighteen (18) 2020 Chevrolet Tahoes, and Decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoes for the Addison Police Department** in an Amount Not to Exceed \$318,310.67.

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Regular Items

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10. Present, Discuss and Consider Action on **Resolution to Elect a Representative to Dallas Central Appraisal District Board of Directors Suburban Cities' Representative in a Runoff Election.**

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11. Present, Discuss and Consider Action on a **Resolution to Approve the Services Agreement with Landrum & Brown, Incorporated, for Consulting Services to Negotiate Contracts for the Airport Management Services at Addison Airport and Authorize the City Manager to Execute the Agreement** in an Amount Not to

Exceed \$95,000.

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12. Present, Discuss, and Consider Action on an **Ordinance Calling and Ordering the May 2, 2020 General Election.**
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Adjourn Meeting

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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.

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Posted: \_\_\_\_\_  
Irma Parker, City Secretary

DATE: Thursday, January 9, 2020

Time: 6:35 pm

**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

4.

Meeting Date: 01/14/2020

Department: Development Services

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### **AGENDA CAPTION:**

Present and Discuss **an Update of the Addison Circle Special Area Study Presentation Made to The Urban Land Institute and Next Steps for the Implementation of the Transit-Oriented Development Adjacent to the Silver Line (Cotton Belt) Commuter Rail Project.**

### **BACKGROUND:**

In February of 2019, the City Council formally adopted a vision and guiding principles for the properties adjacent to the Silver Line (Cotton Belt) Regional Rail Line. Following Council's adoption of the vision and guiding principles, Staff presented the vision to the Urban Land Institute at the organization's Fall Conference in Washington DC during a panel advisory session. At this session, a panel of ULI members and development experts provided feedback regarding the adopted vision. While mostly positive feedback was received, the panel did offer suggestions that the Town might consider before finalizing the vision and selecting a development partner. Locally, staff presented to the ULI Transit Oriented Development (TOD) Product Council, a group of local development professionals focused on TOD type development. This group shared similar feedback regarding the plan.

Staff will present an overview of the ULI discussion and request direction from Council regarding the vision. Additionally, staff will discuss next steps in the process for selecting a development partner.

### **RECOMMENDATION:**

Staff requests direction from Council.

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### **Attachments**

Presentation - Addison Circle Study Follow Up

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# Addison Circle Special Area Study Follow Up Discussion

January 14, 2020



**ADDISON**

# History of Study Areas

- Properties along Addison Road were not originally included in the development plan for Addison Circle for various reasons
  - 2013 Comprehensive Plan states that the intent is for those properties to redevelop in accordance with Addison Circle type development standards

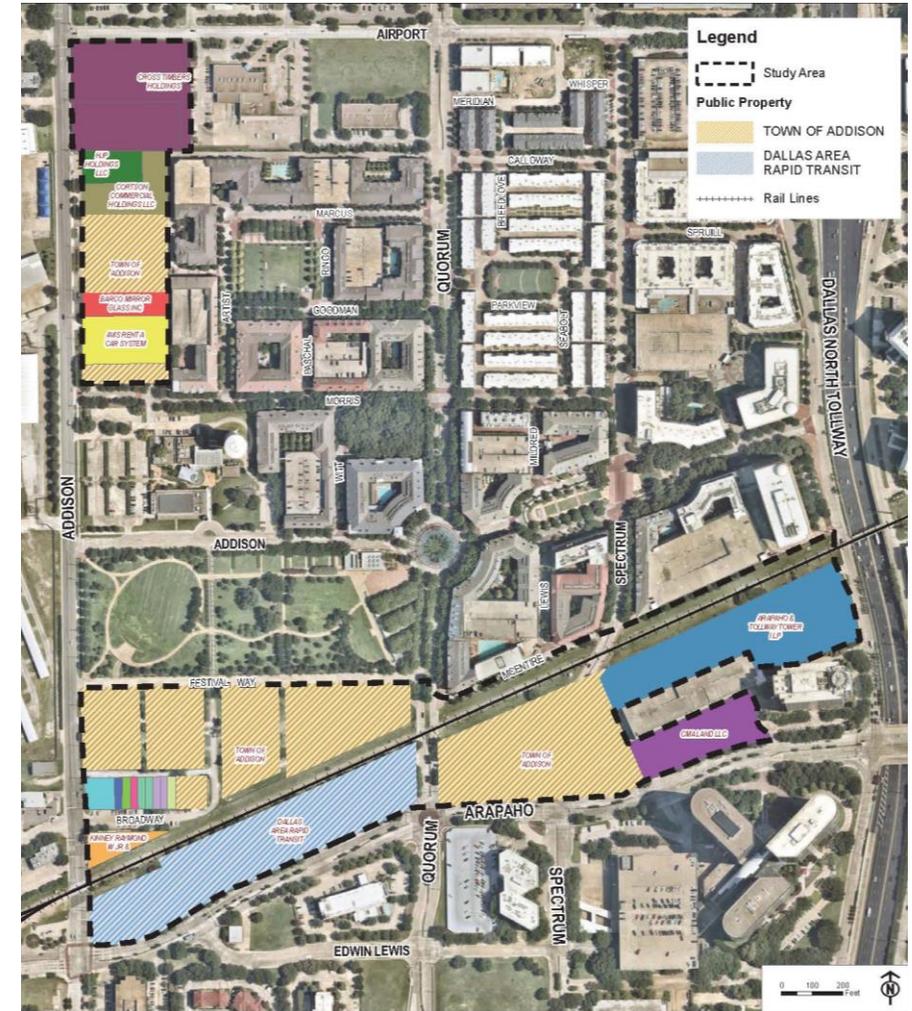
# History of Study Areas

- Properties along the Cotton Belt were purchased by the Town between 1991 and 1998 with the intent to facilitate construction of a high-density mixed use development around future rail stop
  - The Town has conducted multiple studies over the years and all have envisioned high-density development along the rail line
  - 2013 Comprehensive Plan identified properties for a Special Area Study to determine how to proceed



# Recap of Prior Discussion of Study Areas

- In November 2017, Council authorized Staff to work with a consultant team to develop a vision for future development in two areas around Addison Circle
- Study included a variety of public input opportunities:
  - Stakeholder Interviews
  - 4 Special Project Committee Meetings
  - 2 Community Meetings
- Plan presented to Council for discussion on 8/14/18 & 11/13/18
- Vision formally adopted by Council on 2/20/19



# Vision and Guiding Principals

- Vision

- Contribute to Addison's future by making Addison a major destination on the Cotton Belt, enhancing Addison Circle's reputation as a desirable place to live, work and play and strengthening the Town's tax base.

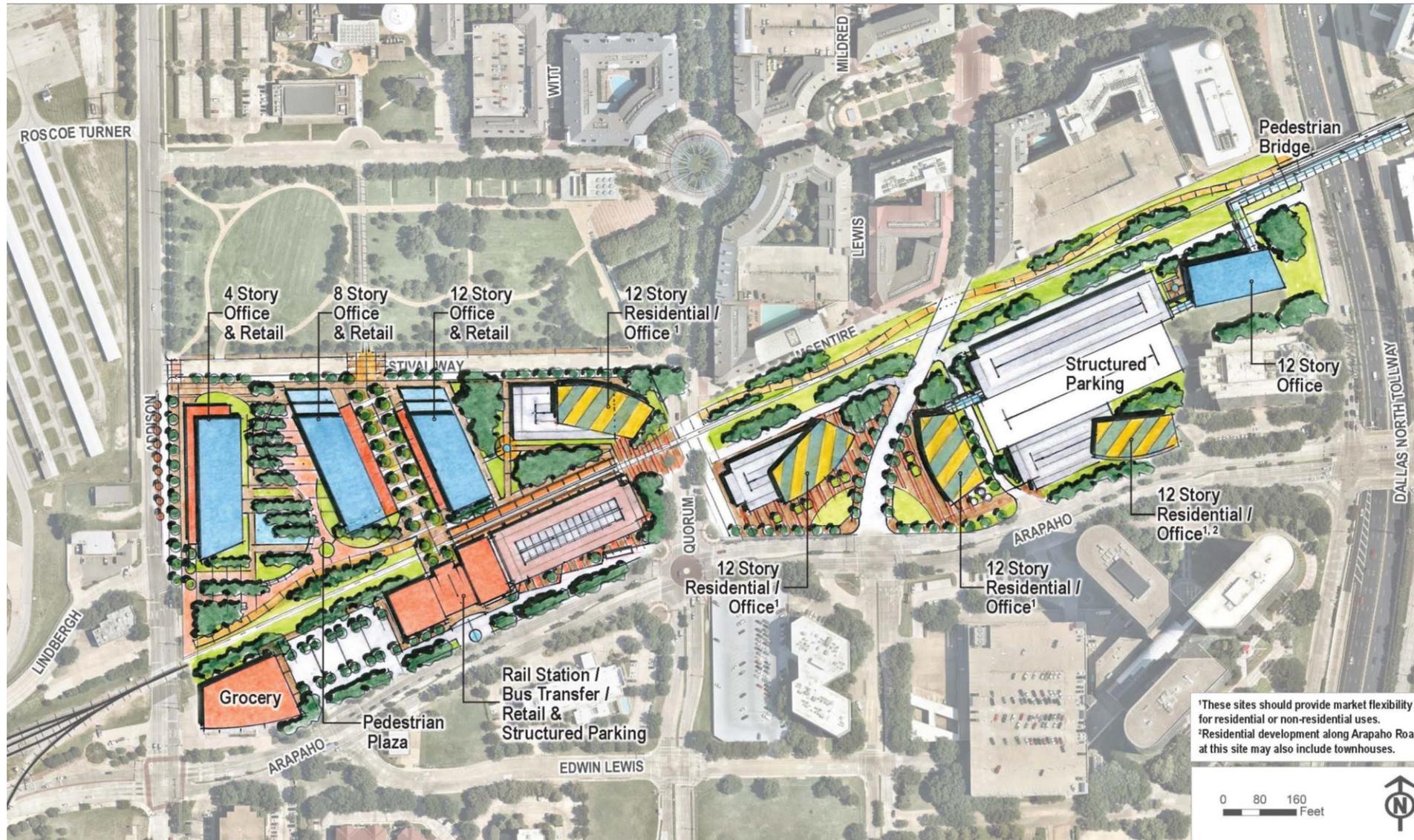
- Guiding Principles

1. Desired Character
2. Relationship to Addison Circle
3. Relationship to Addison Airport
4. Relationship to the Addison Cotton Belt Station
5. Economic Development
6. Tourism
7. Open Space and Design
8. Public Art
9. Gateways and Connectivity
10. Mobility for People
11. Automobile Use
12. Environment and Sustainability
13. Town Involvement and Investment

- What it **is**:
  - One visual representation of how the vision and guiding principles can be achieved
  - An example of how issues raised during the study process could be successfully addressed in a development proposal
  - Flexible, in accordance with the vision and guiding principles
- What it **is not**:
  - The final development plan
  - Representative of the only way for development to occur

# Concept Plan

ADDISON



- DART representative participated in Special Area Study Committee
  - Indicated that DART was willing to consider development on the current transit center site, provided current and future operational needs of the transit center could be maintained
  - Any adjustments to transit center layout would be responsibility of a future developer
- DART in process of developing 2045 Transit System Plan
  - Bus Service Plan to be finalized in 2020
  - Will identify future needs of transit center
- DART remains committed to following Town's lead in facilitating development around station, including on transit center site

- Staff took study findings and presented it at the ULI Fall Conference
- Purpose:
  - Seek input from the development community regarding the vision prior to going to market
  - Increase exposure of the project with the development community
- Panel:
  - Rick Dishnica, President at the Dishnica Company, LLC
  - Dan Conway, President/Director of Marketing Economics at THK Associates
  - Alison Davis, Director of Strategic Planning at WMATA
  - David McCracken, Principal at Voda Management
  - Molly McKay, Principal at Willdan Financial & Economic Consulting Services
  - Ross Tilghman, President at Tilghman Group
  - Dan Anderton, Senior Associate at Dewberry

- Overall, positive about the plan and approach.
- Plan seems too suburban, consider truly urban design
- Most marketable opportunity is residential, consider leading with residential
- Vision is mixed-use, but uses seem segregated within plan, consider making different uses more proximate by including better horizontal and vertical mixed uses
- Success of space will require constant programming, consider how this would occur (public or private responsibility)
- Be clear with development partner upfront about responsibilities and what the Town will require

# Question for Council

- Based on this feedback, does Council desire to make any changes to the vision prior to moving forward?

# Next Steps

- Real Estate Broker Selection
  - RFQ being finalized
  - Staff will vet responses and make recommendation to Council
  - Selection by Council in March 2020
- Developer Solicitation
  - Staff currently drafting RFQ document
  - Will get input from broker, once selected
  - Release in April 2020
- Developer Selection
  - Staff and Broker will vet responses
  - Council to consider summer 2020

**Work Session and Regular Meeting**

**5.**

**Meeting Date:** 01/14/2020

**Department:** City Manager

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**AGENDA CAPTION:**

Present and Discuss **Future Council Meeting Dates For January, February, March and April 2020.**

**BACKGROUND:**

The City Secretary will present the meeting dates for January, February, March and April 2020.

**RECOMMENDATION:**

Information only, no action required.

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**Attachments**

January-April 2020 Council Calendar

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# January 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 Regular Council Meeting	15	16	17	18
19	20	21 Planning & Zoning Commission Meeting	22	23	24	25
26	27	28 Regular Council Meeting	29	30	31	

# February 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11 Regular Council Meeting	12	13	14	15
16	17	18	19	20	21	22
23	24	25 Regular Council Meeting	26	27	28	29

# March 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10 Regular Council Meeting	11	12	13	14
15	16	17 Planning & Zoning Commission Meeting	18	19	20	21
22	23	24 Regular Council Meeting	25	26	27	28
29	30	31				

# April 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 Last Day to Register to Vote in 5/2/2020 Election	3	4
5	6	7	8	9	10	11
12 Easter	13	14 Regular Council Meeting	15	16	17	18
19	20 Start of Early Voting	21 Planning & Zoning Commission Meeting	22	23	24	25
26	27	28 Regular Council Meeting  End of Early Voting	29	30		

**Work Session and Regular Meeting**

**6.**

**Meeting Date:** 01/14/2020

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Action on the Minutes of the December 10, 2019 City Council Meeting.

**BACKGROUND:**

The Minutes for the December 10, 2019 City Council Work Session and Regular Meeting has been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - December 10, 2019 Work Session and Regular Meeting

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

**December 10, 2019**

**Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254  
5:00 p.m. Executive Session & Work Session  
7:30 p.m. Regular Meeting**

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

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.
2. **Closed (Executive) Session** of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to: City Manager Evaluation

Executive Session convened at 5:10 p.m.

3. **Reconvene into Regular Session:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session. No action was taken as a result of the Executive Session.

Open Session reconvened at 8:04 p.m.

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**WORK SESSION**

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4. **Present and Discuss the Potential Adoption of the Town's Building Codes Including the International Code Council 2018 Codes and the 2017 National Electrical Code.**

Due to time constraints, this item was tabled to a future meeting.

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5. **Present and Discuss an Update of the Addison Circle Special Area Study Presentation Made to The Urban Land Institute and Next Steps for the Implementation of the Transit-Oriented Development Adjacent to the Silver Line (Cotton Belt) Commuter Rail Project.**

Due to time constraints, this item was tabled to a future meeting.

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## REGULAR MEETING

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### 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 matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

No residents or audience members requested to speak.

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**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.*

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6. **Consider Action on the Minutes of the October 29, 2019 City Council Meeting.**

(This item pulled from Consent Agenda by Council Member Hughes for separate discussion.)

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7. **Consider Action on the November 12, 2019 City Council Meeting Minutes, November 18, 2019 Special Council Meeting Minutes, November 18, 2019 City Council Joint Meeting with Planning & Zoning Minutes , and the November 21, 2019 City Council Meeting Minutes.**
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8. **Consider Action on a Resolution Declaring an Emergency for Needed Replacement and Repairs on the Boiler at The Addison Athletic Club and Ratifying Actions to Replace the Boiler in an Amount Not to Exceed \$55,108.**
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9. **Consider Action on Change Order Number 3 to the Contract with Teague, Nall, and Perkins, Inc., for Midway Road Revitalization Design Project Adding 30 Days to the Design Contract Time and Increasing the Design Fee for Work Related to Additional Water and Wastewater Design, the Development of Temporary Construction Easements for Seventeen Parcels, and Conceptual Level Design of a Parking Lot Adjacent to 14951 Midway Road, and Authorizing the City Manager to Execute the Change Order in an Amount Not to Exceed \$73,000.**
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10. **Consider Action on a Resolution to Approve a Project Specific Agreement to the Master Agreement Governing Major Capital Improvement Program (MCIP) Between the Town of Addison and Dallas County, for Transportation Improvements on the Midway Road Revitalization MCIP Project 20301 Spring Valley Road to Keller Springs Road and Authorize the City Manager to Execute the Agreement for the Receipt of Grant Funding in an Amount Not to Exceed \$2,781,873.50.**
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11. **Consider Action on a Resolution to Approve an Agreement for Professional Engineering Services Between the Town of Addison and Kimley-Horn Associates Inc. for the Belt Line Road Signals Design Project and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$57,000.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. Council Member Hughes requested to remove Item Number 6 for separate discussion. Mayor Chow called for a motion to approve Consent Agenda Items 7,8,9,10, and 11 as submitted.

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve Consent Items 7,8,9,10 and 11. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Regarding Consent Agenda Item Number 6:** Council Member Hughes requested a change to the revisions proposed by Council Member Willeesen concerning the October 29, 2019 minutes, Work Session Item 2, last paragraph. He requested a minor change to the next to the last sentence to read as follows:

“There was a general agreement among Council members that a new Advisory Committee be formed to review the existing study and determine whether any of the plan needs to be revised *or if a new study is created.*”

**MOTION:** Council Member Hughes moved to approve Item 6 as amended (above). Council Member Willesen seconded the motion. Motion carried unanimously.

**MOTION:** Council Member Quintanilla made a motion to reconsider the previous approval of Consent Agenda Item Number 7, minutes for November 21, 2019. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**MOTION:** Council Member Quintanilla made a motion to include a notation to the November 21, 2019 minutes as follows: “Due to a miscommunication between Addison’s staff and the Town’s provider of video streaming service, the audio and video for the November 21, 2019 Council meeting is not available. The meeting agenda was duly posted however we are unable to provide the video or audio. We apologize for the error.” Deputy Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

**Resolution No. R19-112 (#8): Emergency Replacement and Repairs for Athletic Club Boiler**  
**Resolution No. R19-113 (#10): Project Specific Agreement with Dallas County**  
**Resolution No. R19-114 (#11): Professional Engineering Services with Kimley-Horn**

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## Regular Items

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12. **Hold a Public Hearing, Present, Discuss and Consider Action on an Ordinance to Change the Zoning on Property Located at 5004 Addison Circle, Which Property is Currently Zoned Urban Center, UC, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only. Case 1804-SUP/El Rincon.**

Development Services Director Charles Goff presented this item. He advised this location is currently a vacant restaurant space. He added that El Rincon has two other locations, one in Carrollton and one in Frisco. The plan is to reduce the patio space on the exterior and remodel the interior, including relocating the bar. The restaurant will be 3,826 square feet. Sufficient parking spaces are available.

Mr. Goff advised that the Planning and Zoning Commission voted on November 19, 2019 to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption. The only stipulation is that there shall be no terms or graphic depictions that relate to alcoholic beverages on any exterior signage.

Mayor Chow opened and closed the public hearing with no one wishing to speak. The applicant was not present.

Deputy Mayor Pro Tempore Ward inquired as to where the available parking is located. Mr. Goff replied that in Addison Circle customers may use any of the parking garages. She expressed her concern that people are not aware of where to park and there should be some solution to that issue.

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

**Ordinance No. O19-44: Special Use Permit for Case 1804 El Rincon**

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13. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance to Change the Zoning on Property Located at 5330 Belt Line Road, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 496, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in order to Allow an Expansion in Floor Area. Case 1805-SUP/Chamberlain's.**

Development Services Director Charles Goff presented this item. He advised an existing restaurant, Chamberlain's, is requesting to expand the cigar lounge area to 1,367 square feet. There is enough parking for this expansion. There will be some minor exterior work to move an existing doorway.

Mr. Goff advised that the Planning and Zoning Commission voted on November 19, 2019 to recommend approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only to allow expansion in floor area, subject to the stipulation is that there shall be no terms or graphic depictions that relate to alcoholic beverages on any exterior signage.

The applicant, Jeff Barker spoke briefly and advised the Council he plans to begin the work after the first of next year.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

**MOTION:** Mayor Pro Tempore Braun moved to approve Item 13 as presented. Deputy Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

**Ordinance No. O19-45: Special Use Permit for Case 1805 Chamberlain's**

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14. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 17001 Addison Road, Which Property is Currently Zoned PD, Planned Development, Through Ordinance O16-040, by Approving a Special Use Permit for a Temporary Portable School Building. Case 1806-SUP/TCA Portable School Building.**

Development Services Director Charles Goff presented this item. He said this request is for Trinity Christian Academy (TCA), which opened in Addison in 1976. He noted that in 2016 the Master Plan was revised and the property was rezoned as a Planned Development. TCA is proposing to locate a 4,032 square foot temporary portable building directly north of the existing Lower School Library Complex for a term of five years.

Mr. Goff advised that the Planning and Zoning Commission voted on November 19, 2019 to recommend approval of a Special Use Permit for a temporary portable school building in order to allow uninterrupted education while phases of the previously approved master plan begin construction, on the condition that the proposed temporary portable school building shall be removed within a maximum of five years from the date of issuance of a Certificate of Occupancy.

School Master David Delph told the Council that they began this project four or five years ago with fund-raising efforts, and this Library renovation is the first portion of the building project. The portable building will house the Library during the renovation. It was explained that the portable building may be used for purposes other than the Library during the five-year period.

John Vincent spoke on behalf of TCA regarding the project.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

Mayor Pro Tempore Braun added for the record that Addison has an agreement with the Dallas Independent School District that prohibits the use of portable buildings on their property to prevent overcrowding schools by having more students than they could occupy. This allowance for portable buildings with TCA is different because it is not for the purpose of adding additional students, but because some of their buildings are being redone.

**MOTION:** Council Member Hughes moved to approve Item 14 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

#### **Ordinance No. O19-46: Special Use Permit for Case 1806 TCA Portable School Building**

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**15. Present, Discuss and Consider Action on a Resolution Recognizing Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran in Accordance with the Town's Naming and Recognition Policy.**

Parks and Recreation Director Janna Tidwell presented this item. Ms. Tidwell presented the same presentation that had previously been presented to Council on November 21, 2019. She reviewed the background of this item, and Mr. Ron Whitehead's wishes regarding recognition. Ms. Tidwell also presented information on other recognitions that past Councils have done for former Mayors, an employee who died in the line of duty, and prominent Addison landowners. Ms. Tidwell also presented some of the recognitions led by Town Staff to recognize employees lost in the line of service, in remembrance of an employee that passed, and to recognize the retirement of an employee. Ms. Tidwell also reviewed the Town's current Naming Policy that was adopted in 2017.

Ms. Tidwell reviewed the wishes of the Council that Mr. Whitehead be recognized by installing a plaque in the pavers dedicating the Plaza at Addison Circle Park in honor of Mr. Whitehead. She provided depictions of what the plaque would look like and the proposed location. Ms. Tidwell also noted Council's request that the Vitruvian Park Amphitheater be named after Carmen Moran. Ms. Tidwell provided a depiction of what Carmen Moran's Plaque and engraved medallion would

look like at the entry location of the Vitruvian Park Amphitheater. Ms. Tidwell advised that the cost for both plaques would be approximately \$3,000, however, costs may fluctuate when staff receives formal designs for the project. Ms. Tidwell advised both projects should be completed by Spring 2020.

Mayor Pro Tempore Braun noted that Mr. Whitehead requested that this recognition be done with private funding and expressed that request should be adhered to. City Manager Pierson advised that Council could proceed with collecting private donations and noted that Staff would bring forth an official cost estimate for the projects at a future meeting.

Deputy Mayor Pro Tempore Ward expressed that Ronnie Cox, who died in the line of duty, should be recognized for his sacrifice. Ms. Ward mentioned the recognition for Stephen C. Webb, who also died in the line of duty, as an example.

**MOTION:** Deputy Mayor Pro Tempore Ward moved to approve honoring Mr. Whitehead at Addison Circle Park Plaza and Mrs. Carmen Moran at Vitruvian Park Entry Plaza, to be funded through private donations. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Resolution No. R19-115: Former Town Employee Recognition**

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**16. Present, Discuss, and Consider Action on a Resolution Appointing a Member to the Planning and Zoning Commission to Fill an Unexpired Term.**

Development Services Director Charles Goff advised that Linda Groce was appointed to the Planning and Zoning Commission by Council Member Quintanilla for a term from January 1, 2019 through December 31, 2020. Ms. Groce resigned from the Planning and Zoning Commission and an appointment needs to be made to serve the remainder of the term.

Council Member Quintanilla voiced his appreciation to Linda Groce and recognized her for years of volunteerism and dedication to the Town of Addison.

**MOTION:** Council Member Quintanilla moved to nominate Nancy Craig to serve the unexpired Planning and Zoning Commission term in Place 2. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Resolution No. R19-116: Planning and Zoning Commission Appointment for Place 2 Unexpired Term**

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**17. Present, Discuss and Consider Action on a Resolution Appointing a Member to the Board of Adjustment to Fill an Unexpired Term.**

Development Services Director Charles Goff advised that Chris DeFrancisco was appointed to the Board of Adjustment by Council Member Walden for a term from January 1, 2019 through December 31, 2020. Mr. DeFrancisco has resigned from the Board of Adjustment in order to serve

on the Planning and Zoning Commission and an appointment needs to be made to serve the remainder of the term.

**MOTION:** Council Member Walden moved to nominate Denise Fransler to serve the unexpired Board of Adjustment term in Place 3. Mayor Pro Tempore Braun seconded the motion. Motion carried unanimously.

**Resolution No. R19-117: Board of Adjustment Appointment for Place 3 Unexpired Term**

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**18. Present, Discuss and Consider Action on a Resolution to Approve the Agreement for Professional Engineering Services Between the Town of Addison and Jacobs Engineering Group, Inc., for the design of the Improvements to Keller Springs Road and Airport Parkway and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$1,439,000.**

Lisa Pyles, Director of Public Works and Engineering presented this item. She advised this agreement is for professional engineering services with Jacobs Engineering Group, Inc., (Jacobs) for the design of the reconstruction and addition of the Master Transportation Plan elements to Keller Spring Road and Airport Parkway for an amount not to exceed \$1,439,000. Keller Springs Road and Airport Parkway were included in Proposition A of the 2019 Bond Program election that the Addison voters approved on November 5, 2019. She advised that staff recommends that the roads be designed at the same time to save the cost of remobilization for topographic surveying and sub-surface utility exploration services. Once designed however roads are not planned to be reconstructed at the same time.

The estimated construction costs from the 2019 Addison Bond Program cost estimates as developed by Jacobs, is \$8,719,650 for Keller Springs Road and \$5,813,982 for Airport Parkway, totaling \$14,533,632. This amount does not include the total project costs of \$12.9M for Keller Springs Road and \$9.4M for Airport Parkway, which includes costs for right-of-way acquisition and other soft costs, such as engineering, administrative costs, construction management, and materials testing. Jacob's design fee is \$1,439,000, which equates to a fee percentage of 9.9% of the estimated construction cost.

On December 11, 2018 the Council approved a contract with Jacobs for the development of costs associated with the proposed street 2019 Bond Program. Given Jacobs's familiarity of the projects, staff recommends that they design the roadways.

**MOTION:** Council Member Hughes moved to approve Item 18 as presented. Council Member Willeesen seconded the motion. Motion carried unanimously.

**Resolution No. R19-118 Professional Engineering Services with Jacobs Engineering Group, Inc.**

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**19. Present, Discuss, and Consider Action on a Resolution Establishing the Town's Intent to Reimburse Prior Lawful Expenditures of Funds Relating to the**

**Replacement of the Boiler at the Addison Athletic Club in the Amount of \$55,108.**

Bill Hawley, Acting Chief Financial Officer presented this item. He advised that Proposition D was approved by the voters during the Bond Election held November 5, 2019. Proposition D included authorizing the issuance of general obligation bonds for the purpose of renovating, repairing, or replacing equipment at existing Town facilities, including replacement of the boiler at the Addison Athletic Club. On November 5, 2019 the boiler was found to be leaking and was shut down for health and safety concerns. Staff determined the boiler should be considered an emergency and it was replaced at a cost of \$55,108 with emergency funds from the General Fund. This resolution authorizes reimbursement to the General Fund from the future bond sale for the boiler replacement.

**MOTION:** Council Member Hughes moved to approve Item 19 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

**Resolution No. R19-119 Reimbursement for the Addison Athletic Club Boiler Replacement**

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**20. Present and Discuss the Operations and Financial Reconciliation for the Addison Octoberfest 2019.**

Jasmine Lee, Director of Special Events reviewed with the Council changes that were implemented for Octoberfest 2019 that included adjustments to event hours, new adult games, and more free children's games. In addition, a Point-of-Sale software was used rather than the previous Tasty Bucks ticket system. She reviewed the various advantages of this change.

Ms. Lee also provided details of advertising costs, public relations efforts, and sales of hotel stay packages, noting that there were 474 total hotel night stays.

Bill Hawley provided an overview of revenue and expenditures, including pre-sales and event sales, booth rentals and sponsorships. Total revenue for the event was \$707,899 and expenditures totaled \$809,249.

A comparison of the 2019 event with the previous three years' events was presented. An attendance analysis was provided as well as the survey feedback. For the 2020 event, staff plans to review hours of operation, identify ways to enhance the perceived value, focus on authenticity, and continue to support and enhance Addison's partnerships with Paulaner and other sponsors.

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**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**

7.

**Meeting Date:** 01/14/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

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**AGENDA CAPTION:**

Consider Action on a Resolution to Accept Routine Airport Maintenance Program (R.A.M.P) Funds from the Texas Department of Transportation for Improvements to the Addison Airport, and Authorize the City Manager to Execute the Necessary Contracts and Agreements.

**BACKGROUND:**

The Town of Addison annually receives a Routine Airport Maintenance Program (RAMP) grant administered by the Texas Department of Transportation (TxDOT), Aviation Department under the State Block Grant program. Maintenance projects on the airport such as, pavement repairs, pavement markings, general maintenance, are eligible for this grant. This year staff has earmarked the grant to be used for various pavement improvements.

The grant will be a 50/50 matching grant, \$50,000 TxDOT Funds and \$50,000 Town of Addison Airport Funds. The funds required for the Town's share are budgeted and available in the Airport Fund.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - R.A.M.P Grant Funds

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**TOWN OF ADDISON, TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING ROUTINE AIRPORT MAINTENANCE PROGRAM (R.A.M.P.) FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE ADDISON AIRPORT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY CONTRACTS AND AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, hereinafter referred to as Sponsor, intends to make certain improvement to the Addison Airport; and

**WHEREAS**, the general description of the project is described as: various taxilane, drainage, ramp, and service road improvements including eligible engineering and design costs; and

**WHEREAS**, the Sponsor is currently eligible for R.A.M.P. funds of \$50,000; and

**WHEREAS**, the Sponsor has available and will provide at least 50% of the project costs with local funds;

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

**Section 1.** The Sponsor hereby accepts R.A.M.P. funds from the Texas Department of Transportation for these improvements, a copy the Texas Department of Transportation Grant for Routine Airport Maintenance Program is attached to the Resolution as **Exhibit A** and is hereby approved and the City Manager is authorized to execute the Grant.

**Section 2.** The Sponsor hereby directs Wesley S. Pierson, City Manager to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Addison Airport.

**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 14<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

## Exhibit A

### TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID.: M2018ADDS

#### Part I - Identification of the Project

TO: The Town of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the Town of Addison, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ADDISON - ADDISON Airport.

#### Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2020, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. through the fence access shall be reviewed and approved by the State; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances**

**Sponsor**

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Town of Addison, Texas

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Sponsor Title

**Certificate of Attorney**

I, Craig B. Smith, acting as attorney for the Town of Addison, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at Frisco, Texas, this 21 day of November, 2019.

  
\_\_\_\_\_  
Attorney's Signature

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**Scope of Services**  
**TxDOT Project ID: M2018ADDS**

<b>Eligible Scope Item</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The Town of Addison, Texas

\_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

**CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M2018ADDS

The Town of Addison does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The Town of Addison, Texas

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Certification of State Single Audit Requirements**

I, \_\_\_\_\_, do certify that the Town of Addison, Texas,  
(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the Town of Addison, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the Town of Addison, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2018ADDS

The Town of Addison, Texas, designates, \_\_\_\_\_  
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The Town of Addison, Texas

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE**

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overnight Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Work Session and Regular Meeting

8.

**Meeting Date:** 01/14/2020

**Department:** General Services

**Pillars:** Gold Standard in Public Safety

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

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### **AGENDA CAPTION:**

Consider Action on a Resolution to Approve a **Contract Agreement with Air Cleaning Technologies, INC., for the Supply and Installation of Fire Station Vehicle Exhaust Removal and Filtration Systems and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$90,712.

### **BACKGROUND:**

Vehicle exhaust removal and air filtration systems are used to eliminate health and safety hazards associated with vehicle exhaust emissions in fire stations. The General Service Department identified the need to replace the vehicle exhaust removal and air filtration systems located at Fire Station 1 and Fire Station 2 Apparatus Bays. The current AirVac vehicle exhaust removal and air filtration systems are original to the facilities and were installed in 1984 and 1982, respectively. The existing system no longer meets safety compliance standards to address vehicle emissions in the apparatus bay and have exceeded their useful life. The current system would be replaced with a direct filtration connection system. This new system will connect to the vehicle exhaust via exhaust extraction tube and capture contaminants at the source, which significantly lowers the health and safety risks to personnel.

The bid for the vehicle exhaust removal and air filtration system was posted on BidSync on October 24, 2019 through November 11, 2019. Two proposals were received for this project and Air Cleaning Technologies was selected as the lowest responsive bidder.

<b>Vendor</b>	<b>Bid Amount</b>
Air Cleaning Technologies	\$90,712
Clean Air Concepts	\$104,181

Air Cleaning Technologies proposed to design a new vehicle exhaust removal system and remove the current systems located at Fire Station 1 and Fire Station 2 apparatus bays. Air Cleaning Technologies will install a PlyMovent vehicle exhaust system that includes equipment, mechanical installation, training, and

support to provide a turn-key solution for this replacement. The PlyMovent system will provide a magnetic connection to vehicle exhausts to capture exhaust at the source. The scope of work for this project will include all general and specific provisions in accordance with the bid specifications attached. Items specific to this scope of work shall include;

- PlyMovent Control Box inclusive of Motor Starter and Safety Disconnects;
- Wireless start system;
- All tailpipe modifications;
- System start-up and testing;
- Fire fighter training;
- All materials and labor for complete mechanical systems installation in accordance with the International Mechanical Code, Section 510, Hazardous Exhaust Systems and Bid Specifications;
- All workmanship, manufacturing procedures, airflow design and materials are Performance Guaranteed; and a
- (5) Year Warranty for the PlyMovent System.

The proposed cost and equipment for Fire Station 1 is \$60,680 and \$30,032 for Fire Station 2. Thus, the total cost of this item is \$90,712, which is below the \$113,000 that was budgeted in the Self-Funded Special Project Fund.

Substantial completion of this project is anticipated on or before September 1, 2020.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Contract Agreement with Air Cleaning Technologies, INC.

Bid Specifications - Vehicle Exhaust Removal and Air Filtration System

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND AIR CLEANING TECHNOLOGIES, INC., FOR THE SUPPLY AND INSTALLATION OF FIRE STATION VEHICLE EXHAUST REMOVAL AND FILTRATION SYSTEMS IN AN AMOUNT NOT TO EXCEED \$90,712.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Contract Agreement between the Town of Addison and Air Cleaning Technologies, Inc., for the supply and installation of a vehicle exhaust system to eliminate exposure to the harmful effects of diesel and automotive exhaust in Central Station and Fire Station No. 2 in an amount not to exceed \$90,712.00, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 14th day of January 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**CONTRACT**  
**AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_th day of January, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, a Municipal Corporation, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Air Cleaning Technologies, Inc., of the City of Broken Arrow, County of Tulsa, State of Oklahoma, 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:

**Fire Station Vehicle Exhaust Removal and Filtration System Bid#20-08**

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 \$90,712.00 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)

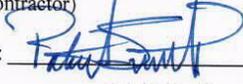
ATTEST:

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

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

Date: \_\_\_\_\_

Air Cleaning Technologies, INC.  
(Contractor)

By: 

Printed Name: Patrick Smith

Title: Executive Vice President

Date: January 3, 2020

ATTEST:

By: 

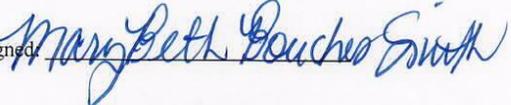
Printed Name: Rod Davis

Title: Vice President

Date: January 3, 2020

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

Mary Beth Boucher-Smith  
I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR  
herein; that Patrick Smith who signed this Contract on behalf of the CONTRACTOR is the  
Executive Vice President  
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



**Bid Specifications**



**Town of Addison, Texas**

**Request for Proposal (RFP)**

**RFP 20-08**

**FIRE STATION VEHICLE EXHAUST REMOVAL AND FILTRATION  
SYSTEM**

**Addison Central Fire Station and Fire Station 2**

**Proposals are due by November 19, 2019**

**2:00 P.M. local time**

**TOWN OF ADDISON  
REQUEST FOR PROPOSALS NO. 20-08**

**FIRE STATION VEHICLE EXHAUST REMOVAL AND FILTRATION SYSTEM**

**INTENT**

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the installation of a vehicle exhaust and filtration system capable of removing intermittent exhaust migration due to apparatus or other internal combustion equipment being run in the facility bays, on the tarmac or apron and entering/exiting bays at Addison Central Fire Station located at 4798 Airport Pkwy, Addison, TX 75001 and Addison Fire Station 2 located at 3950 Beltway Dr. Addison, TX 75001. All Equipment proposed for this project shall be specified in the proposal. In addition, vendors shall submit an estimated timeframe to complete the installation in number of business days.

**AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

**REQUIREMENTS FOR RFP NO. 20-08**

**FIRE STATION VEHICLE EXHAUST REMOVAL AND FILTRATION SYSTEM**

All proposals shall be in compliance with the with the National Fire Protection Association as well as all State of Texas and Town of Addison codes. All proposals shall comply with current Town of Addison Fire Department requirements for submittals.

**PROPOSAL EVALUATION PROCESS**

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed system
- Reasonableness of costs to install and operate

**Proposals shall be kept confidential until a contract is awarded.**

MAXIMUM PROPOSAL GRADE IS 100 POINTS

**30 Points:**

- Ability of the equipment to meet the Town's requirements. Ease of use and operation of the system.

**50 Points:**

- Total cost, with consideration of both acquisition cost as well as ongoing operational costs.

**20 Points:**

- Experience in performance in comparable projects, ability to support user's needs, results of reference checks, level, quality and type of training and technical assistance provided.

## **Evaluation Criteria**

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the Town of Addison.
- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

## **INSTRUCTIONS TO PROPOSERS**

### **1.0 RECEIPT AND PREPARATION OF THE PROPOSAL**

- 1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Dallas, TX 75254 to the attention of Wil Newcomer by November 19, 2019, 2 pm local time. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (**RFP 20-08: FIRE STATION VEHICLE EXHAUST REMOVAL AND FILTRATION SYSTEM Addison Central Fire and Fire Station 2**). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.

- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

## **2.0 ADDENDA AND EXPLANATIONS**

- 2.1 Any addendums will be posted via [www.Bidsync.com](http://www.Bidsync.com). It is the sole responsibility of the vendors to check for addendums.

## **3.0 TAXES**

- 3.1 All proposals are required to be submitted **without** State Sales tax. The Town of Addison is exempt from payment of such taxes.

## **4.0 PROJECT INFORMATION**

- 4.1 Project Identification: Fire Station Vehicle Exhaust Removal and Filtration System: Addison Central Fire Station And Fire Station 2

## **5.0 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS**

- 5.1 The Work of Project is defined by the Contract Documents and consists of the following:
  - 5.1.1 Installation of vehicle exhaust filtration and removal system and related electrical, engineering and architectural modifications to the existing Addison Central Fire Station and Fire Station 2.
  - 5.1.2 All labor, materials, and equipment necessary to put in working operation a complete turnkey system to remove both diesel and automotive exhaust gases and particulate of operating vehicles within the confines of specified fire station(s). All necessary controls, motors, fittings, ductwork, blower(s), labor and all other equipment and materials specified shall be part of the work.

## **6.0 PRODUCT OPTIONS**

- 6.1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
- 6.2 Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
- 6.3 Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- 6.4 Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- 6.5 All items of equipment and materials described in these specifications are to be furnished installed and placed into proper operating condition in accordance with good practice and manufacturer's written or published instructions.
- 6.6 The exhaust removal system shall provide exhaust migration due to apparatus or other

internal combustion equipment being run and complete evacuation of all diesel fumes at the source from start up to exit of the apparatus from the fire station. The diesel exhaust removal system shall be capable of delivering complete coverage for bays up to 60 feet (18.3M) in length. The system must be able to accommodate drive through and back-in bays to meet all the needs of the fire department.

- 6.7 System must be designed and installed to NIOSH recommendation, specifying that occupational exposures to carcinogens be limited to the lowest feasible concentration. Exposure in the human breathing zone should be limited to lowest feasible level, without any time delay required for the system to effectively capture the diesel fumes.
- 6.8 System must also be capable to provide virtually complete capture and evacuation of carbon monoxide emitted as part of the vehicle exhaust.
- 6.9 Systems that solely use filters, in which diesel particulate may accumulate, and that would potentially have to be treated as hazardous materials, will not be accepted.
- 6.10 System must meet the guidelines for the International Mechanical code for Source Capture Systems. Such system is defined as a mechanical exhaust system designed and constructed to capture air contaminants at their source and to exhaust such contaminants to the outdoor atmosphere.
- 6.11 The system shall not affect personnel boarding the apparatus. Hose loops shall not hang any lower than six feet from the bay floor. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicle tailpipe. The hose assembly shall not touch or drag on the bay floor.
- 6.12 The exhaust system shall not be located near any dormitory or living quarters and shall not affect personnel.
- 6.13 The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel or visitors.
- 6.14 The exhaust system shall not need to be disconnected from the vehicle while shore lines are connected, during battery charging, or washing of the vehicle, as with other types of systems.
- 6.15 To protect the apparatus electrical system from possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for systems operation.
- 6.16 The system shall not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay. System shall discharge exhaust outside the station even in the event of a power failure.
- 6.17 The system shall capture the exhaust gases and particulate directly from the tailpipe of the apparatus by a direct connected "visible" high temperature rated hose. Particulates emitted from the apparatus are known to be heavier than air and therefore must be captured by a directly connected hose with a tight seal, as loose nozzles or air filters cannot capture these heavy particulates. The particulates have been documented to be the main respirable carcinogen in diesel exhaust, and therefore are the primary concern of the fire department to capture these particulates.
- 6.18 The proposed system shall include a Magnetic nozzle and high temperature hose assembly with safety disconnect coupling.
- 6.19 The proposed shall include an adjustable capture stack.
- 6.20 The proposed shall also include a fully automatic control system.

## 7.0 EXHAUST SYSTEM GENERAL COMPONENTS

### 7.1 SUPPORT LEGS

7.1.1 Support Legs: Manufactured and provided by the supplier of primary exhaust removal system (Equipment Manufacturer). Support Leg Material: Aircraft aluminum alloy Type AA-6063 (ASTM B209/B209M). Supports: Standard in 19 feet lengths. A minimum of one support with appropriate bracing shall be provided for every 10 lineal feet (3 m) to 12 linear feet (3.7 m) of rail profile. The support legs shall consist of a square outer profile with dimensions no less than 2 inch (50.8 mm) OD by 0.1 inch (2.54 mm) by with 0.4 inch (10 mm) fastening hardware provided. The vertical adjustable mounting foot shall be capable of attaching the leg assembly to a ceiling with a 30-degree pitch, complete with 3/8-inch (9.5 mm) hardware necessary for mounting the leg assembly to the top suspension mount. The support leg shall be equipped with round tubular zinc-plated steel knee brace with pressed ends in standard lengths of 20 inch (508 mm), 30 inch (762 mm) and 72 inch (1828.8 mm). The angle shall be completely adjustable to the leg support and mounted perpendicular and parallel to direction of the rail. The typical support angle shall be 45 degrees from the centerline of the factory provided support leg. The standard leg shall be capable of meeting a Seismic Zone 4 requirement. Vertical support and bracing shall be provided to safely secure the rail profile in accordance with building code and seismic standards which may apply. A minimum of one support with appropriate bracing shall be provided for every 10 lineal feet (3 m) to 12 linear feet (3.7 m) of rail profile.

### 7.2 UPPER FLEXIBLE HOSE

7.2.1 Upper Hose: Flexible exhaust hose manufactured for the sole purpose of venting high temperature exhaust gases. Flexible Hose: Designed strictly for the harsh environment of rapid response and auto-release of a vehicle exhaust tailpipe. Hose: Range from 4 inch (101.6 mm) to 5-inch (127 mm) diameters with length of 25 feet (7.6 m) without joining or splicing connections. Hose Material: High temperature synthetic rubber impregnated into a high temperature laminated fabric with a minimum overlapping thickness of 2-7/16 inches (61.9 mm). This construction of hose must be capable of operating at continuous temperatures of 400 degrees F (204 degrees C) and intermittent temperatures of 500 degrees F (260 degrees C) such as are experienced when pump checks are performed inside the station. Wire Helix: Bound and protected in laminations of hose winding. This shall be accomplished in a fashion which eliminates any possibility of personnel coming in contact with an exposed hot metal helix. The hose shall further protect the internal wire helix from heat buildup and in turn add increased visibility to personnel. Wear Strip: 9/16 inch (14.28 mm) wide and be provided as a safety yellow color. The bend radius of the high temperature hose shall be no less than 1.5 times the diameter of hose to ensure that hot gases are not restricted as they pass through the system.

### 7.3 LOWER HOSE ASSEMBLY

7.3.1 Lower Hose: Rigid 4 inch (101.6 mm) to 5 inch (127 mm) diameter by 2 foot (609.6 mm) long section of yellow and black hose identical in appearance to the upper hose assembly. Lower Hose: Support the pneumatic connection nozzle and chrome reducing elbow in a rigid fashion to allow for the operator to place hose collection nozzle onto the tailpipe without bending over. Lower hose is the only section of hose which shall disconnect from the upper hose assembly and act as a safety disconnect in the unlikely event the nozzle gets entangled.

#### 7.4 SAFETY DISCONNECT COUPLING

7.4.1 Safety Disconnect Coupling: 4-part segmented coupling with removable wear strips to protect the vehicle and disconnect from wear shall be incorporated in the design of the system.

7.4.1.1 Coupling: Consist of two spun aluminum collars connected by a reusable-segmented coupling band. The release tension of this device shall be preset at 130 pounds and adjustable from 20 pounds to 206 pounds of separating force to accommodate varying exit speeds of vehicles.

7.4.1.2 Coupling: Reusable.

#### 7.5 COLLECTION NOZZLE ASSEMBLY

7.5.1 Magnetic Nozzle: Engineered and specially designed Patent Pending exhaust system nozzle (female connection) that is specifically designed to fit tightly over the circumference of an engineered conical mating ring (male connection) that attaches to the tail pipe and attaches tightly around the ring to capture virtually 100% of the carcinogenic diesel exhaust

7.5.2 The Stainless-reducing elbow that connects to the connection nozzle shall be fabricated using continuous welded construction. Angle of Transition: No less than or greater than 67 degrees from the centerline of the reducer. stainless Reducer: Incorporate a primary expanded metal debris screen, which is permanently affixed by welded seams to the inside, opening of exhaust fitting.

#### 7.6 HOSE "SADDLE" RIGID ELBOW

7.6.1 Hose Suspension Saddle: Fabricated of chrome steel specifically manufactured for the sole purpose of suspending high temperature exhaust ventilation hose in a rapid response and auto-release application. The design of the saddle shall smoothly transition the direction of the hose during its travel along the track. Securing clamps shall be provided including a link fastener, for the purpose of mounting it to the balancer safety link.

#### 7.7 ELECTRICAL CONTROLLERS

7.7.1 Controller: Built and supplied by a UL recognized and listed exhaust system manufacturer. Controller shall carry the UL - CUL listing label as an "Enclosed Industrial Control Panel." Individual components listed by UL - CUL shall not satisfy the above requirement. Manufacturer shall undergo monthly inspections by UL to verify all requirements and standards are met as outlined by UL. The controller shall be delivered as an Operating System Three series controller or an approved equal to the specifications to follow.

7.7.2 Electrical Controllers: Bear a visible UL listing label as proof of subscribership and shall be validated by UL [www.ul.com/database/](http://www.ul.com/database/) as an "Enclosed Industrial Control Panel". Certification documents shall accompany bid documents. No exceptions.

7.7.3 Electrical controller and manufacturer shall be recognized and listed by UL. Controller shall be manufactured in accordance with Underwriters Laboratories standard UL-508 for "Enclosed Industrial Control Panels". The electrical controller shall include a Class 1 limited energy control circuit. Enclosures shall be NEMA 12 rated and UL listed as Type 12. The electrical control components shall be provided and mounted in an electrical enclosure to restrict access to internal components of the controller by authorized personnel only.

- 7.7.4 Controller Performance: Designed to sense the output pressure and temperature change inside the ductwork system, which is normally generated by any internal combustion engine designed to propel a motor vehicle. The operating logic shall be designed to complete this cycle. At any point in time when a collection device is connected to a motor vehicle's exhaust tailpipe, as the operator starts the vehicle, the controller shall automatically sense the engine's output pressure or temperature of the exhaust and in turn energize the electrical contractor which will supply power to the AMCA certified spark resistant fan motor. Through the use of an adjustable timer the controller shall keep the contactors energized for up to six minutes in accordance with the station's response requirement. If the responding vehicle does not disconnect from the exhaust ventilation system in less than the designated setting, the temperature override switch shall override the time delay to ensure continuous system operation. This automated function will work for as long as the exhaust gas temperature is in excess of the setting on the heat sensor located in the ductwork system. This cycle shall not allow the electrical contractor, which energizes the exhaust fan, to short cycle or stop the fan while the system is connected to an operating vehicle.
- 7.7.5 Motor Control Contactor: Allen Bradley Industrial Electrical Contactor 100C series. The contactor shall be UL - CUL listed as an approved component.
- 7.7.6 Motor Control Overload Relay: Allen Bradley 193 ES series. Overload relay shall have an adjustable trip range to meet the proper full load amperage of the blower motor.
- 7.7.7 Soft Touch Controls: Incorporated on the face or the access door of the controller by the use of an adhesive backed Lexan membrane type label to prevent water infiltration, which would void the NEMA 12R rating. Label: Provided and secured permanently to the exterior of the electrical controller. Label: Include the name of the manufacturer, address, telephone number, user instructions and any warnings or cautions required by Underwriters Laboratories.
  - 7.7.7.1 Auto Start: This mode of operation shall be strictly for normal day use, as it would apply to receiving an emergency call and leaving the station. Any one or combination of the three devices listed below in Paragraph H shall activate the system. The system shall maintain itself in the Auto Start mode and always return there after the Stop sequence has been initiated. The controller shall not have a permanent off position due to the potential health hazards of diesel exhaust components.
  - 7.7.7.2 Stop: This mode of operation shall be a system override to shut down the system manually. Upon activating this mode of operation, the exhaust system blower shall shut down. After a period not to exceed three seconds the controller shall automatically return to the Auto Start ready mode. This shall be a safety feature to prevent a potential health hazard from carcinogenic diesel exhaust leakage from systems having an undesirable open nozzle. This mode of operation shall be a system override to run the exhaust system blower continuously for the purpose of running the vehicles indoors for equipment checks during inclement weather. Upon activating this mode of operation, the exhaust system blower shall start and run continuously until the Stop mode is activated at which point the system will automatically return to the Auto Start ready mode within a maximum three second time period.
- 7.8 System Indicator LED's: Show system status at all times.
  - 7.8.1 Auto Start Indicator: Indicate the system is in the fully automatic mode of

operation and that power is on to the controller.

- 7.8.2 Fan On Indicator: Indicate that power is being applied to the system blower and the controller is operating normally.
  - 7.8.3 Filter Status Indicator: Indicate, if flashing, excessive pressure loss across the filter bank media. Consequently the filter must be serviced to maintain optimum efficiency of the system.
  - 7.8.4 Stop Indicator: Indicate the fan has been manually de-energized and will return to the Auto Start ready sequence in less than three seconds to prevent the system blower from being left in the Off mode.
  - 7.8.5 Manual Run Indicator: Indicate the fan is operating in a continuous run mode until interrupted by the stop mode activation.
  - 7.8.6 Controller Transformer: UL listed industrial control circuit transformer sized to properly supply all components so that only one transformer shall be required. Transformer shall be provided with multi-tap primary for 115, 208, 240, 277, 400, 480, and 600VAC, and 24, 120, 230VAC secondary operating on 50 or 60 hertz with a capacity of 90-volt amperes.
  - 7.8.7 Control Circuit Protection: By the use of primary and secondary fuses (NEC code ref. 430-72) to meet UL requirements. The primary shall be protected by a pair of FLQ style fuses rated at 1.6 amps for voltages under 400V and a pair of .75 amp fuses for voltages over 400V. The primary fuse holder shall have a standard indicator light feature to aid in troubleshooting blown fuses. A single glass fuse rated at 3 amps at 250V shall protect the secondary side of the control circuit.
  - 7.8.8 Electronic Control Circuit Card: Solid state printed circuit board. The soft controls shall be an integral part of the control circuit card. The control circuit card shall utilize a potentiometer to adjust the length of the timing cycle from 7 to 360 seconds. It shall incorporate several different modes of operation and optional features.
- 7.9 Activation Devices:
- 7.9.1 Engine Start Switch: An engine pressure sensing type, capable of recognizing the output pressure of any type of motor vehicle exhaust. The electrical contact shall be dry type or not to exceed 24V ac. There shall be one sensor per vehicle.
  - 7.9.2 Thermal Start Switch: Temperature sensing switch of the snap disc type and adjustable from 90 degrees F (32 degrees C) to 130 degrees F (55 degrees C) to configure the system based on different exhaust temperatures. There shall be one sensor per vehicle.
  - 7.9.3 Remote Control Transmitter and Receiver: Shall be an optional feature with three independent channels of control. The receiver shall operate on 12V to 24 V AC or DC. The handheld transmitter shall be molded out of a highly visible orange composite with a visor clip on the back making it rugged and easy to locate. It shall be powered by a 9-volt battery for ease of replacement and cost savings. Utilizing three sets of normally open and normally closed contacts allows the device to be used to control three separate functions from up to one quarter of a mile away.
  - 7.9.4 Clean Filter Indicator Alarm: Used in conjunction with the optional Unifilter for filtering diesel exhaust particulate before release to the atmosphere. The clean filter indicator shall monitor the pressure loss across the filter bank media. Once the useful life of the filter has been depleted the pressure differential switch will signal a high-pressure loss and flash the "Fan On" indicator while the exhaust

blower is running.

- 7.10 The following are optional features. Contact the factory for appropriate need and use.
  - 7.10.1 Remote Alarm: Shall be an optional feature to monitor the system and advise when a preset number of emergency runs on the system have accrued.
  - 7.10.2 No Airflow Alarm: Shall be an optional feature to monitor the system and advise when the exhaust fan is not functioning properly.
  - 7.10.3 Carbon Monoxide Alarm: Shall be an optional feature to monitor the carbon monoxide levels inside the apparatus bay area.
  - 7.10.4 Electrical Wiring: Run in wire channel to allow for easier identification of the wiring circuits and for a neat appearance. All wiring circuitry shall meet International Electrical Code and UL standards for proper size, bending radiuses (International Electrical Code) and terminations.
  - 7.10.5 Electrical Terminal Block: 600 V, UL rated and recognized. It shall provide individual connection points for remote controls, clean filter indicator and power connections. The primary and secondary control wiring fuses shall be incorporated into the terminal block as one unit.
  - 7.10.6 Product Manual: Shall be provided with each electrical control box supplied. The product manual shall include a description of components with part numbers inclusive to the controller. It shall include a wiring schematic showing all internal circuitry as well as all field installed wiring connections to the controller.
  - 7.10.7 Electrical Interference: To protect the apparatus and communications, designs that allow any possibility of electrical back-feed or induced current which may interfere with a central services communication or onboard vehicle computer logic or navigational equipment will not be accepted.
- 7.11 ELECTRICAL SYSTEM
  - 7.11.1 Station Electric Supply Panel: The power circuit for the “Emergency Response Vehicle Exhaust Removal System” shall originate in a circuit breaker panel board of the appropriate size to handle the load. Fan circuit shall be supplied by a UL listed, HACR rated circuit breaker (HACR rating is specifically for motor type loads) of the same type as indicated by the manufacturer of the circuit breaker panel or a dual element time delay fuse for fuse style panels. The circuit shall be clearly marked on an engraved ledger plate or in ink on the panel schedule as “Emergency Response Vehicle Exhaust Removal System”.
  - 7.11.2 OS-3 Automatic Controller: Built and supplied by a UL recognized and listed exhaust system manufacturer. Controller shall carry the UL - CUL listing label as an “Enclosed Industrial Control Panel”. Individual components listed by UL shall not satisfy the above requirement. Manufacturer must undergo monthly inspections by UL to verify all requirements and standards are met as outlined by UL. The controller shall be delivered as an Operating System Three series controller or an approved equal to the specifications in 2.17 Electrical Controllers. The controller shall be mounted 6 feet (1829 mm) to the top of the cabinet AFF (above finished floor). A safety disconnecting means must be within sight of the controller for servicing and for safety reasons. If the supply panel is not within sight, a separate disconnecting means is required beside the controller (NEC code ref. 430-102 (a)). Safety disconnect shall be capable of being locked in the off and on position to follow lockout, tag out procedures. See attached Table 1-1 for proper Square D part number of safety disconnect switch.
  - 7.11.3 Power Wiring Conduit: Minimum of EMT utilizing compression type fittings for

damp locations such as apparatus wash down areas (International Electrical Code). Conduit shall be supported with a conduit strap every 10 feet (3 m) and within 3 feet (914.4 mm) of each box or termination, (International Electrical Code and local modifiers.).

- 7.11.4 Power Wiring from Supply Panel to OS-3: THHN stranded copper wire consisting of a flame retardant, heat-resistant thermoplastic insulation with a nylon jacket for abrasion, gas, and oil resistance and rated up to 600 volts.
- 7.11.5 Low Voltage Control Wiring: Minimum of a 14/2 multi-conductor shielded cable (Anixter part number #2AS-1401POS or equivalent) to meet UL standards for the controller's low voltage field wiring. Termination procedure shall be as follows; the shielded cable shall be stripped back inside the control cabinet, the mylar foil shield and silver drain wire are to be twisted together and secured under the screw in the grounding lug inside the control cabinet. Terminations at each sensor must leave foil shielding and drain wire intact and at no point shall it come into contact with ground. There shall be only one connection to ground.
- 7.11.6 Power Wiring from OS-3 to Fan Motor: Minimum of EMT utilizing compression type fittings for damp locations such as apparatus wash down areas (NEC code ref.348-10). Conduit shall be supported with a conduit strap every 10 feet (3048 mm) and within 3 feet (914.4 mm) of each box or termination (International Electrical Code and local modifiers.). Conduit shall extend through the outside wall through a hole of the proper size and terminate directly into the back of the safety disconnect with the appropriate connector and sealed with a silicon sealer or cement mortar.
- 7.11.7 Fan Safety Disconnect: Square D (or equivalent), non-fusible, NEMA 3R rated for wet locations, mounted adjacent to the AMCA Certified blower. Safety disconnect shall be capable of being locked in the off and on position to follow lockout, tag out procedures. (Using fan model number select appropriate safety disconnect from attached Table 1-1).
- 7.11.8 Liquid Tight Flexible Metal Conduit: UL listed liquid tight flexible metallic conduit (Sealtite). Conduit will encase the load wires and ground wire from the safety disconnect switch to the blower motor. Conduit length not to exceed 4 feet (1219.2 mm) from disconnect to blower motor. The appropriate listed terminal fittings shall be used. (NEC code ref.351-7) (Using fan model select appropriate conduit size from attached Table 1-1).
- 7.11.9 Spark Resistant Blower: AMCA certified, designed and installed as a direct drive spark resistant blower (IMC code ref. 503.2) The motor shall meet current EPACT standards for energy savings. Fans utilizing steel housings and impellers will not be accepted.
- 7.11.10 Temperature Switch: One for each apparatus connected to the system. The temperature switch shall be of the snap disc type and adjustable from 90 degrees F (32 degrees C) to 130 degrees F (54 degrees C). It shall be mounted on the ductwork 2 inches (50.8 mm) above the pressure switch by drilling a 1-inch (25.4 mm) hole, sealing the switch with silicon sealant and securing with 2 tek screws. Electrical connection shall be made with terminals provided or solder less type such as Thomas & Betts part no. 14RB-2577 or equivalent.
- 7.11.11 Pressure Switch: One for each apparatus connected to the system. The pressure switch shall operate at a maximum of 24VAC, pre-calibrated at .18 in. of water column. Mounting shall be accomplished by drilling a 3/8 inch (9.5 mm) hole 3 inches (76.2 mm) above the riser bracket and to the left of the regulator and threading the switch into the duct. The electrical connections shall be made

with a 0.020-inch (.5 mm) by 0.187-inch (4.8 mm) female quick disconnect terminals, such as Thomas & Betts part no. 14RBD-18277 or equivalent.

- 7.11.12 Manufacturer assumes no liability for any electric installation; all local, city, and the National Electric Code must be followed. This chart was calculated for a maximum voltage drop of 3% and is to be used as a guideline.

## 7.12 AIR MOVING DEVICES

7.12.1 Centrifugal Fans: Direct drive centrifugal type, high pressure, single width, and single inlet as required or indicated. Impeller Wheels: Backward incline design for high static pressure performance, spark resistance and made of Aluminum. The impeller shall be dynamically and statically balanced and of the non-overloading type to provide maximum efficiency while achieving quiet, vibration-free operation. The fan housing shall be manufactured from aluminum AA-1050A material or equivalent with an aluminum, finish. The outlet configuration shall be top horizontal, bottom horizontal, or upblast. The housing shall be capable of field reconfiguration in the event the mounting position needs to be changed for unforeseen reasons.

7.12.2 Fan Motor and Bearing: All 1 horsepower (746 watts) to 15 horsepower (11190 watts) motors shall be totally enclosed fan cooled (TEFC) continuous duty rated. The motors shall be dual voltage where applicable. Motors built after October 27th, 1997 shall comply with the government mandated "Energy Policy and Conservation Act" (EPACT) as outlined by the Department of Energy. The bearings shall be self-aligned, ball bearing type permanently sealed and lubricated. The exhaust discharge outlet shall be in compliance with International Mechanical Code and ACGIH recommendations (min. of 36" above roofline). Air intakes, windows, cascade systems, prevailing currents, communication equipment and building aesthetics shall be considered in the final location of the fan.

7.12.2.1 Teflon Shaft Seal: The fan shaft shall be steel and rotate in a non-sparking TEFLON seal to prevent leakage and to prevent hot exhaust gases from coming into contact with the motor bearings.

7.12.2.2 Variable Speed Drive: The motor shall be compatible with a variable speed drive unit.

7.12.3 Performance: The delivered volume shall take into account all the static regain of vehicle engine exhaust (based on an airtight connection at the tailpipe), lengths of ductwork, elbows, branches, shut off, wyes, etc. which accumulate the static pressure at the field inlet. The manufacturer's provided fan(s) shall be performance guaranteed.

7.12.4 Fan Capacity: The Fan Capacity shall be sized as such as to deliver the required CFM at each hose drop to which the vehicle is attached.

7.12.4.1 The 4-inch (101.6 mm) hose system shall be designed to deliver a minimum of 500 CFM (2.9 M/Second) at a velocity of 5800 FPM (33.6 M/Second) at the hose and nozzle connection.

7.12.4.2 The 5-inch (127 mm) hose system shall be designed to deliver a minimum of 750 CFM (4.4 M/Second) at a velocity of 5800 FPM (33.6 M/Second) at the hose and nozzle connection.

7.12.4.3 The 6-inch (152.4 mm) system shall be designed to deliver a minimum of 1100 CFM (6.4 M/Second) at a velocity of 5800 FPM (33.6

M/Second) at the hose and nozzle connection.

7.12.5 Location: The preferable fan location shall be on the outside of the fire station as far away from any living quarters as possible so that firefighters would not be disturbed by the system activation. No blower fans shall be mounted inside the fire station.

## 7.13 DUCTWORK SYSTEM

7.13.1 Ductwork Type and Materials:

7.13.1.1 Interior Duct shall be galvanized spiral pipe construction.

7.13.1.2 All branch laterals shall be tapered body design with branch inlets at 45 degrees.

7.13.2 Ductwork Sizing and Gauges: Round pipe construction, with the range of available sizes not to exceed 10 inches (254 mm) in diameter. Duct gauge shall depend on diameter and a minimum operating pressure of 8 inches water gauge (1990 Pa). Acceptable Gauge and Reinforcement Requirements: Inner duct diameter 4 inches (101.6 mm) through 11 inches (279.4 mm) diameter shall be 22-gauge standard pipe (International Mechanical Code).

7.13.3 Ductwork Fittings: Round and have a wall thickness 2 gauges (one even gauge number) heavier than the lightest allowable gauge of the downstream section of duct to which they are connected (International Mechanical Code). Air Duct Branch Entrances: Factory fabricated fittings or factory fabricated duct /tap assemblies. Fittings: Constructed so that air streams converge at angles no greater than 45 degree (International Mechanical Code). All Seams: Continuous stitch welded and if necessary internally sealed to ensure air tightness. Turning elbows shall be stitch-welded and used for all diameters and pressures. They shall be fabricated of 20 gauge-galvanized steel and constructed as two-piece with continuous welded seam construction fittings similar to those provided by Lindab Inc. Tapered Body Fittings: Used wherever particular fallout is anticipated and where airflow is introduced to the transport duct manifold.

7.13.4 Ductwork Design Velocities: Minimum of 3500 FPM (20.3 M/Second) to 4000 FPM (23.2 M/Second) transport velocity. Capture Velocity: 5500 FPM (31.9 M/Second) to 6000 FPM (34.8 M/Second) to extract 100 percent of the exhaust gases.

7.13.5 External Ductwork: Sized for the exact inlet and outlet of the exhaust fan blower. An exhaust rain cap shall be supplied and manufactured in accordance with EPA standard for free draft rain cap requirements. Included as an integral part of this rain cap shall be a back draft damper to provide protection from rain and other inclement weather.

7.13.6 Exhaust Penetrations: The core drilling shall be properly sized to reduce the diameter of the smallest opening size.

## 7.14 SLIDING BALANCER TRACK – SPECIFIC COMPONENTS

7.14.1 TRACK:

7.14.1.1 A one-piece continuous extruded aluminum track in a minimum length of 19 feet (5791.2 mm). Profile shall be of a Boxloc type profile, track height 3-1/8 inches (73.4 mm), track width 1-1/2 inches (38.1 mm), track thickness 1/8 inch (3.175 mm); aircraft aluminum alloy Type AA-6063 (ASTM B209/B209M). Track: Extruded design that shall incorporate three separate and functioning channels. Channels:

Includes the mounting channel, the trolley channel and the Boxloc channel. Mounting Compartment: Designed to accept the slider bars (which shall be provided with factory supplied vertical support legs and riser clamp duct connection) and to allow positioning along the full length of the slotted track-mounting channel. Mounting Channel: Also accommodate the compressed airlines for the purposes of safe storage and appearance. Trolley Channel: Allow the trolley/balancer/ hose assembly to glide to the door threshold in a safe and effective manner. Boxloc Channel: Allow the whole track to remain rigid as it hangs from factory supplied leg supports and also shall provide an area to attach bolts for splicing additional tracks together for systems over 19 feet (5791.2 mm) long. The overall extruded track lengths shall be 19 foot standard and shall weigh no more than 35 pounds (15.88 KG). The track system shall be equipped with end stops that limit travel of flex hose as the vehicle exits the building. The end stop shall be fabricated of zinc plated steel in a U shape form with a rubber end stop on the impact end. It shall be attached by using a ¼ inch (6.35 mm) molded locking bolt. The end stop shall be secured to the track with no less than (2) ¼ inch (6.35 mm) bolts and locking nuts located on the underside of the track. For security, a ¼ inch (6.35 mm) bolt shall be drilled through the ends of each track system to ensure that the trolley/balancer assembly(s) roll no further than the end of the track system.

#### 7.14.2 DOUBLE TRACK JOINER PLATE

7.14.2.1 Joiner Plate: constructed from a minimum of ¼ inch (6.35 mm) thick zinc-plated material, designed to connect two parallel tracks to make a double track system to accommodate an apparatus bay over 40 feet (12192 mm) in length. Joiner Plate: 10 inch (254 mm) by 8 inch (203.2 mm) flat zinc-plated steel and designed to attach the two tracks to a single factory supplied support leg. The steel plate shall have (6) 3/8 inch (9.5 mm) holes drilled 6-7/8 inches (174.6 mm) apart to accommodate the slider bar provided with factory support legs.

7.14.2.2 Joiner Plate: Have two slider bars attached to the plate, located on the outside edges of the plate. These slider bars shall fit into the Boxloc track mounting channel for a simple and secure attachment of the plate to the Boxloc track. The center portion of the joiner plate shall provide attachment for the factory supplied support leg.

#### 7.14.3 TRACK SPLICING ASSEMBLY

7.14.3.1 Track Splice: Manufactured of galvanized steel (ASTM A653/A653M) in two parts and utilized as a clamping device. This clamp shall accurately secure both tracks together in a fashion, which shall eliminate any possibility of obstructing the trolley assembly as it passes through this connection point of track system. Connecting length of splice shall be a minimum of 15-3/4 inches (400 mm) long and fabricated of 14 gauge material. Four (4) 1/4 inch (6.35 mm) bolts with lock nuts shall pass directly through internal partition of the Boxloc track. The splicing sleeve shall fit externally around the outside dimension of extruded aluminum track profile.

#### 7.14.4 RISER CLAMP ASSEMBLY

7.14.4.1 Riser Clamp: Fabricated as a one piece welded assembly, manufactured to create the transfer of the hard spiral pipe joined at

the top and flexible duct connection at the bottom. A slider bar and associated hardware shall be provided with riser clamp assembly. Sizes of the riser clamp will range from 4 inches (101.6 mm) to 5 inches (127 mm) in diameter to match the output velocity of the vehicles that will park in that station.

#### 7.14.5 TROLLEY/BALANCER ASSEMBLY

7.14.5.1 Trolley Assembly: Manufactured as a two piece galvanized steel assembly including bumper stops at each end. Fixed to the side of the trolley are solid steel pins, which shall be for load carrying bearings that are sealed and permanently lubricated. The load carrying bearings shall travel internally in track trolley channel. Two additional permanently lubricated trolley wheels shall be provided on bottom side of the track to reduce wobble of trolley as it conveys the hose assembly to the door threshold. Release Plate: Attached to the chassis of the trolley to smoothly energize the uncoupling release valve when the trolley-balancer assembly approaches the door threshold. System Balancer Assembly: Self-adjusting weight spring tension balancer with a lifting capacity of no less than 31 pounds (14 KG). The balancer shall have a minimum diameter stainless steel cable of .080 inch (2 mm), with a safety link connection.

#### 7.15 STRAIGHT RAIL SPECIFIC COMPONENTS

##### 7.15.1 RAIL MATERIAL

7.15.1.1 Rail Material: One-piece continuous extruded aluminum rail in a minimum length of 19 feet (5791.2 mm) in an effort to reduce the points of leakage due to seams or connections. The construction profile shall be of a round profile type, diameter of 6.5 inches (165.1 mm) with a rail thickness of 0.175 inch (4.5 mm). The bottom portion of the rail shall have a continuous slot to accept a rubber seal. Rail Material: Aircraft aluminum alloy Type AA-6063 (ASTM B209/B209M). Aluminum Rail: Extruded as a one-piece design unit to maximize the structural integrity of the rail and to minimize joints. Extruded into the rail profile shall be all necessary mounting guides, which will allow for support of the rail mounting hardware and airline support cable. Mounting Channels: Provided continuously along both sides of the rail extrusion in order the proper positioning of all required mounting supports in accordance with codes. The rail shall allow the trolley/hose assembly to glide to the door threshold in a safe and effective manner. The extruded rail channel shall allow the whole rail to remain rigid and shall provide an area to attach bolts for splicing additional rails together for systems over 19 feet (5791.2 mm) long. The overall extruded rail lengths shall be 19 foot (5791.2 mm) standard. Rail System: Equipped with a hydraulic braking system that limits travel of flex hose as the vehicle exits the building. Hydraulic Brake: Incorporated into the end cap of the suction rail.

##### 7.16 TOP MOUNTING SUSPENSION

7.16.1 Top Mounting Suspension: Designed to attach with 2 mounting cleats to the mounting slots that were extruded into the rail profile.

##### 7.17 MECHANICAL BRAKE SYSTEM

7.17.1 Mechanical Brake System: Incorporated into the end cap of the suction rail profile. The mechanical brake system must incorporate a pair of composite

shock “bumpers” capable of reducing the forward impact of 1 to 4 suction trolleys which may be installed now or in the future to the exhaust rail system. This mechanical shock system shall be secured to a steel end cap fabricated of 6.25 inch (158.8 mm) diameter steel tubing with a wall thickness of 0.156 inch (4 mm) welded to a 0.156 inch (4 mm) steel plate with formed 90 degree side rails for rigidity. The end cap shall have a removable circular end plate to facilitate an end feed duct connection and shall be a black powder coated finish. The mechanical shock shall be capable of reducing to a full stop the trolleys in less than 4 inch (101.6 mm), without physical damage to either the rail profile or trolley that it is stopping

#### 7.18 RAIL SPLICING JOINT

7.18.1 Rail Splicing Joint: The splice joint shall be formed aluminum extrusion equal to the internal diameter of the suction rail profile. The splice shall have a wall thickness of no less than .190 inches (4.8 mm) in thickness and a length of no less than 8 inches (203.2 mm) from end to end. The rail splicing shall be safely secured by no less than 12- 3/8 inch (314.3 mm) by 1-½ inch (38.1 mm) bolts, nuts and lock washers. Each bolt shall pass through the exterior of the rail profile and splicing joint and be secured on the inside by a lock washer and nut. Self-tapping bolts or screws are not acceptable.

#### 7.19 MIDDLE RAIL DUCT CONNECTION

7.19.1 Middle Rail Duct Connection: The rail duct connection shall be rectangular to an 8 inch diameter round transition fitting fabricated from 24 gauge galvanized steel (ASTM A653) with a double rubber U style lip seal. The rectangular slot shall be 19 inch (482.6 mm) long by 1-¾ inch (44.5 mm) high with a 3/8-inch (9.5 mm) external flange to slide into the rail profile.

#### 7.20 TROLLEY ASSEMBLY

7.20.1 Trolley Assembly: Gantry type trolley with sealed bearing loaded wheels designed to roll inside the internal rail profile flange. The trolley chassis shall be galvanized steel (ASTM A653) epoxy coated with a black finish. The chassis shall be fitted with a tapered cone. Rubber Sealing Lips: Vulcanized Teflon strip covering 1-½ inch (38.1 mm) of the bottom edge of the sealing lip which shall minimize resistance between the cone and the rubber sealing lips. The exhaust cone transition shall be a tapered slot design which shall fit inside the suction rail profile. The tapered slot shall be equal or exceed in area the diameter of exhaust ventilation hose to which it is attached. Trolley Assembly: Equipped with rubber impact bumpers at both the front and rear of the trolley chassis to eliminate metal-to-metal contact which could damage the trolley assembly. There shall be a system balancer assembly provided to aid in the delivery of the hose to the exit door. Balancer Assembly: Self-adjusting weight spring tension balancer with a lifting capacity of no less than 31 pounds (31 KG). The balancer shall have a minimum diameter steel cable of .080 inch (2 mm) and have a safety link connection.

### 8.0 CONTRACTOR'S DUTIES

- 8.1 Furnish & provide for proper execution and completion of work as required by the Contract Documents all:
- 8.2 Labor, materials and equipment.
- 8.3 Tools, construction equipment and machinery.

- 8.4 Other facilities and services necessary for proper execution and completion of the work.
- 8.5 Attain and pay for all required permits, licenses, and government fees.
- 8.6 Unless specifically indicated otherwise, Contractor is responsible to hire and pay for all third-party reviews and inspections required by authorities having jurisdiction, including but not necessarily limited to third party energy code inspection, if such is required.
- 8.7 Give required notices.
- 8.8 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- 8.9 Contractor shall use every precaution to prevent damage to roads, landscape, adjacent property, building and utilities above and below ground that are adjacent to or included in the area under contract. The Contractor shall repair and replace, at his expense, any material or building affected, damaged or destroyed because of his operations or work.
- 8.10 Safety Requirements: The CONTRACTOR has full responsibility for the safety of workers and for all damages to personal property caused by its operations. The CONTRACTOR is responsible for following all Federal, State, and Local Regulations and Guidelines with regards to worker and public safety. Unless otherwise indicated on the proposal, the necessary tools, equipment, procedures, etc. for following the appropriate regulations and guidelines will be considered subsidiary to other proposal items.

## **9.0 PHASED CONSTRUCTION**

- 9.1 The Work shall be conducted in phases. It is anticipated that the Contractor shall conduct operations in a manner that closes only one building opening at any time to the Fire Department's use, and that the area of the apparatus bay taken or partitioned off for the Contractor's operations shall be kept to a minimum required to accomplish the work in order to maximize the Owner's use of the bays for ongoing operations. Contractor shall assume this phasing requirement in consideration of his bid, and any deviations from this phasing requirement must be prior approved by the Town of Addison General Services Department.
- 9.2 Contractor shall coordinate fully with the Town of Addison General Services Department and Fire Department to keep disruption to ongoing operations to the absolute minimum required to accomplish the Work.

## **10.0 ACCESS TO SITE**

- 10.1 Use of Site: Limit use of Project site to work in areas indicated, and according to the phasing plan as approved by the Town of Addison General Services Department. Do not disturb portions of Project site beyond areas in which the Work is indicated and any areas as may be specifically approved by Owner for use in construction or staging use. Conduct construction operations in manner to minimize disruption to Owner's ongoing operations and use of occupied building and site.
- 10.2 Maintain access and fire lanes during construction as required by authorities having jurisdiction.
- 10.3 Limits Contractor's use of areas of the building to those under construction according to the approved phasing plan. Should Contractor believe additional area is reasonably necessary for construction operations and staging, Contractor may request additional

staging area for Owner's consideration and approval. However, Owner is not obliged to allow additional space on site to Contractor's use. Any additional space requested by Contractor and allowed to be used by Owner shall be returned to conditions existing prior to Contractor's use, at no additional cost to Owner.

- 10.4 Driveways, Walkways and Entrances: Keep driveways, parking areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials, except as specifically allowed and approved.
- 10.5 Schedule deliveries to minimize use of driveways and entrances by construction operations.
- 10.6 Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 10.7 Condition of Existing Building: Maintain portions of existing building affected by construction operations in a secure condition throughout construction period. Repair damage caused by construction operations.
- 10.8 Full Owner Occupancy: With the exception of active construction areas per the approved phasing plan, the Owner will occupy the site and building during the entire construction period. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- 10.9 Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

## **11.0 SUBMITTALS**

- 11.1 Product Data: Indicate manufacturer's model number, technical data including description of components and static pressure/air flow chart, and installation instructions.
  - 11.1.1 Details of wiring for power differentiating between manufacturer-installed and field-installed wiring.
  - 11.1.2 Closeout Submittals: Operation and Maintenance data manual including spare parts list.
  - 11.1.3 Provide training to fire department personnel in the daily use and maintenance of the vehicle exhaust removal system that has been installed and specified herein. The fire department shall be notified at least 7 days prior to the date scheduled for the training course. Training shall be for all personnel involved with the operation of the exhaust removal system to include all shifts required to man the particular facility. The Training session shall be performed in person by a recognized representative of the manufacturer of the exhaust removal system, in addition a training DVD shall be provided to the fire department.
    - 11.1.3.1 Provide training to all shifts during their normal shift period.

## **12.0 WORK RESTRICTIONS**

- 12.1 Work Restrictions, General: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- 12.2 Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner

or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

- 12.3 Notify Owner not less than two days in advance of proposed utility interruptions.
- 12.4 Obtain Owner's written permission before proceeding with utility interruptions.
- 12.5 Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
- 12.6 Notify Owner not less than two days in advance of proposed disruptive operations.
- 12.7 Temporarily discontinue noisy operations to the extent possible when there is a station alert or announcement over speakers, to allow first responders to hear announcements and respond to emergencies.
- 12.8 Dust Migration: Perform work in manner to minimize dust and dirt migration from construction areas into occupied spaces, and in particular into the living quarters. Provide adhesive walk off mats to control dust at times when construction personnel will be going back and forth to the electrical room, unless otherwise directed by the Addison General Services Department.
- 12.9 Nonsmoking Building: Smoking is not permitted on the premises including the entire site.
- 12.10 Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- 12.11 Comply with Owner's security requirements.

### **13.0 GENERAL COORDINATION PROCEDURES**

- 13.1 Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- 13.2 Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- 13.3 Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart- type, Contractor's construction schedule within **22** days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information.

### **14.0 PROJECT MEETINGS**

- 14.1.1 General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- 14.1.2 Preconstruction Conference: Architect or Owner may schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.
- 14.1.3 Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 14.1.4 Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner, but no later than **15** days prior to the scheduled date of Substantial Completion.

## 15.0 QUALITY ASSURANCE

- 15.1 Owner Responsibilities: The Owner will hire and pay for tests and inspections, unless explicitly assigned to Contractor. Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged by Owner and a description of the types of testing and inspecting they are engaged to perform.
- 15.2 Costs for retesting and reinspection construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- 15.3 Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 15.4 Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- 15.5 Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- 15.6 The manufacturer must be a ISO 9001:2000 certified [www.iso.org](http://www.iso.org) manufacturer with certification issued to a United States facility, this shows a commitment to delivering the highest quality service and products to the end user. Manufacturer shall be UL and CUL Certified [www.ul.com/database/](http://www.ul.com/database/) and certified by the Air Movement and Control Association (AMCA) [www.amca.org/search.htm](http://www.amca.org/search.htm) to ensure quality, consistency and reliability of products. All certification documents shall be provided and attached to the bid proposal. No exceptions.
- 15.7 Retesting/Reinspection: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and
- 15.8 Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
- 15.9 Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- 15.10 Conduct conference at Project site. Review methods and procedures related to vehicle exhaust system installation.
  - 15.10.1 Review access requirements for equipment delivery.
  - 15.10.2 Review equipment storage and security requirements.
  - 15.10.3 Inspect condition of preparatory work performed by other trades.
  - 15.10.4 Review structural loading limitations.
  - 15.10.5 Review that all components specified in this Section and related components specified in other Sections are accounted for.

## 16.0 PROPOSING

16.1 Proposers are instructed to consider the following factors in preparation of your proposal:

- a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.
- b. Proposers are instructed to include all necessary charges, related to this proposal.
- c. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
- d. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.

16.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## 17.0 AWARD OF CONTRACT

17.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities.

17.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.

17.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

## 18.0 PROPOSAL FORMAT

To assure consistency, proposals must conform to the following format:

### **Introduction**

This section should contain your understanding of the Town's needs and objectives.

### **Descriptive Literature**

Describe, in detail, the system you propose to install in each building, if the two buildings are a connected or independent system and your recommendation and reasoning. Provide complete descriptive literature for the substantial items in the system. Include a detail list of the scope of work to be performed. Outline the timeframe you propose to complete the project. Note any equipment that you intend to reuse, if any, from the existing system.

### **References**

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided a similar system. Please include organization name, address, telephone number and contact person.

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding vendor's performance and reliability. Responses to these questions will be considered in the evaluation process.

### **Fee Structure**

Provide a fee schedule for your services. Include in this fee schedule a cost for two independent systems.

### **Contract**

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

## **17.0 INSURANCE REQUIREMENTS**

17.1 See attached.

17.2 Contractor shall provide the following endorsements:

- a. The Town shall be named as an additional insured with respect to general liability, automobile liability coverage. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.
- b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions and severability of interest clauses.
- c. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, and all liability policies with respect to the worker's compensation insurance and all other insurance policies
- d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- e. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- f. All insurance policies, which name the Town 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. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
- i. Insurance must be purchased from insurers that are financially acceptable to the Town.
- j. The Town shall be named as a joint loss payee in the builder's risk policy.

17.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

- a. Must be issued by a carrier, which is rated "A- " or better by A.M. Best's Key Rating Guide.
- b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

17.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. The company is licensed and admitted to do business in the state of Texas.
- b. The Texas State Board of Insurance has approved the company's forms.
- c. Sets forth all endorsements as required above.
- d. The Town of Addison will receive at least thirty (30) days' notice prior to cancellation or termination of insurance.

## **18.0 NON-DISCRIMINATION POLICY**

18.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.

18.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

18.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

## **19.0 PAYMENT FOR SERVICES**

19.1 All invoices shall be address to:  
Town of Addison, Accounts Payable  
P.O. Box 9010  
Addison, Texas 75001-9010  
Attention: General Services- Fire Station Vehicle Exhaust Removal and Filtration System: Addison Central Fire Station and Fire Station 2.

- 19.2 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (**30**) days from receipt of the monthly invoice, as provided for by State law.
- 19.3 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.
- 19.4 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.
- 19.5 Ten-percent (**10%**) retainage shall be withheld until **40** days after Final Completion and acceptance. All warranties and guarantees shall commence from the date of the final acceptance. No interest shall be due the Contractor on any partial or final payment, or on the retainage.
- 19.6 If the Contractor fail to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of \$500 for each calendar day of delay until the Work is completed or accepted. The liquidated damaged will be applied for the overall project completion schedule.

## **20.0 BONDS**

- 20.1 Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Payment Bond, Performance Bond and Maintenance Bond within ten (**10**) days after notice of award of contract to bidder.
- 20.2 A Performance Bond, Payment Bond and Maintenance Bond will be required by the Owner; each bond shall be in the amount of 100% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.



# CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES\_\_\_\_\_ I agree.                      NO\_\_\_\_\_ Exceptions noted below:

Signature\_\_\_\_\_   
Contractor/Proposer

Date\_\_\_\_\_

Print Name\_\_\_\_\_   
Contractor/Proposer

Title\_\_\_\_\_

## EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

## REFERENCE LIST

(Enclose in a sealed envelope marked "Reference List – Confidential")

Minimum five (5)

<u>NAME OF ORGANIZATION</u>	<u>CONTACT NAME</u>	<u>PHONE #</u>	<u>SQ. FEET</u>	<u>TYPE*</u>
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**PROPOSED SCOPE OF WORK**

(Attach proposal and fees)

**Location 1**

<b>Central Fire</b>		<b>\$</b>
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**Location 2**

<b>Fire Station 2</b>		<b>\$</b>
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**RFP #20-08 Fire Station Vehicle Exhaust Removal and Filtration System: Addison Central Fire Station and Fire Station 2.**

**INSURANCE REQUIREMENT AFFIDAVIT**

**To be completed by appropriate insurance agent**

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name Printed

\_\_\_\_\_  
Name of Insurance Carrier

\_\_\_\_\_  
Phone Number of Agent

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**Note to Proposer:**

*This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.*

**Note to Agent:**

*If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091.*

**SAMPLE FORMS  
ATTACHED;**

(PAGE LEFT BLANK)

## Work Session and Regular Meeting

9.

**Meeting Date:** 01/14/2020

**Department:** General Services

**Pillars:** Gold Standard in Public Safety

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

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### AGENDA CAPTION:

Consider Action to Approve a Purchase Agreement with DANA Safety and Supply to Provide and Install Emergency Equipment and Accessories for Eighteen (18) 2020 Chevrolet Tahoes, and Decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoes for the Addison Police Department in an Amount Not to Exceed \$318,310.67.

### BACKGROUND:

At the October 8, 2019 Council meeting Council approved the purchase of (18) 2020 Chevrolet Tahoes to replace the current Police Patrol Vehicle fleet. The Chevy Tahoes purchased require additional upfitting to operate as police patrol vehicles. Upfitting includes lighting, sirens, equipment mounts and additional emergency equipment necessary to Police operations.

The bid solicitation for police patrol vehicle upfitting was posted on BidSync from November 19, 2019 to December 9, 2019. Two proposals were received for review and DANA Safety and Supply was selected as the lowest responsive bidder. A table summarizing the bid responses is below.

Vendor	Bid Amount
DANA Safety and Supply	\$318,310.67
CAP Fleet Upfitter	\$514,637.00

DANA Safety and Supply proposed the installation emergency equipment and accessories for (18) 2020 Chevrolet Tahoes and the decommissioning (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoes. This will provide a turnkey solution to integrating the new fleet into service and preparing the existing fleet for auction in the spring of 2020.

The total cost of this item is \$318,310.67, which is below the \$320,400 that was budgeted in the Capital Equipment Replacement Fund. The anticipated project start date is February 3rd, 2020. This project is expected to be substantially completed 20 weeks form the start date.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Agreement with Dana Safety and Supply

Bid Specifications - Police Vehicle Upfitting

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND DANA SAFETY AND SUPPLY FOR THE UPFITTING AND DECOMMISSIONING OF ADDISON POLICE PATROL VEHICLES IN THE AMOUNT OF \$318,310.67 AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** An agreement between the town of Addison, Texas and DANA Safety and Supply for the upfitting and decommissioning of Addison police patrol vehicles in the amount of \$318,310.67 a copy of which is attached to this Resolution as Exhibit A, is hereby approved.

**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 14<sup>th</sup> day of January 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT "A"**

**CONTRACT**  
**AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_th day of January, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, a Municipal Corporation, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and DANA Safety Supply of the City of Saginaw, 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:

**Police Vehicle Upfitting Bid#20-10**

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 \$318,310.67 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: \_\_\_\_\_  
Wesley S. Pierson, City Manager

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

Date: \_\_\_\_\_

TOWN OF ADDISON ATTEST: (OWNER)

By

:

Wesley S. Pierson, City Manager City Secretary

Date: \_\_\_\_\_

Dana Safety Supply  
(Contractor)

By:  \_\_\_\_\_

Printed Name: Geoffrey Degioanni

Title: General Manager

Date: 1/8/2020

ATTEST:

By:  \_\_\_\_\_

Printed Name: ARON JOCHIM

Title: Install Manager

Date: 1/8/2020

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

A handwritten signature in black ink, consisting of a vertical line on the left, a circular flourish, and a long horizontal line extending to the right.

Corporate Seal

# Bid Specifications

## **Solicitation 20-10**

### **Police Vehicle Upfitting**

### **Bid Designation: Public**



**Town of Addison**

## Bid 20-10 Police Vehicle Upfitting

Bid Number	20-10
Bid Title	Police Vehicle Upfitting
Bid Start Date	Nov 19, 2019 9:44:56 AM CST
Bid End Date	Dec 10, 2019 2:00:00 PM CST
Question & Answer End Date	Dec 6, 2019 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance

**Description**

\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.



**Town of Addison, Texas**  
**Request for Proposal (RFP)**  
**RFP 20-10**  
**Police Vehicle Upfitting**

**Proposals are due by December 10, 2019**  
**2:00 P.M. local time**

**FINANCE DEPARTMENT / PURCHASING DIVISION**

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001  
(972) 450-7091 – Fax (972) 450-7065

**REQUEST FOR PROPOSALS**

The Town of Addison General Services Department is accepting proposals from all qualified and interested parties for the upfitting of Police Department vehicles. The Town of Addison seeks a vendor to provide and install new and unused after-market emergency equipment and accessories for eighteen (18) 2020 Chevrolet Tahoe's, and decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoe's. The Police Department vehicle accessories are standardized for compatibility and inventory purposes. Unless otherwise noted, no substitutions will be accepted. Vendor will provide all applicable equipment and services to install and make operable a system that is compliant with the State of Texas and Town of Addison codes.

Proposal Number: 20-10

Proposal Name: Town of Addison- POLICE VEHICLE UPFITTING 20-10

Proposals Due: December 10, 2019 2:00 pm local time  
Addison Finance Building  
5350 Belt Line Road  
Dallas, Texas 75254

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

Questions concerning the RFP are to be asked via [www.Bidsync.com](http://www.Bidsync.com). This insures everyone sees the same questions and answers.

**TOWN OF ADDISON  
REQUEST FOR PROPOSALS NO. 20-10  
POLICE VEHICLE UPFITTING**

**INTENT**

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the installation to provide new and unused after-market emergency equipment and accessories for eighteen (18) 2020 Chevrolet Tahoe's and decommission (14) Ford Police Interceptors and (2) 2013 Chevrolet Tahoe. The Police Department is seeking a turn key solution for Police Patrol Vehicle upfitting. All vehicle accessories are standardized for compatibility and inventory purposes. Unless otherwise noted, no substitutions will be accepted. In addition, vendors shall submit an estimated timeframe to complete the installation in number of business days.

**AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

**REQUIREMENTS FOR RFP NO. 20-10**

- Bidders must employ technicians with experience successfully performing similar work.
- Bidders must be registered to do business in the State of Texas.
- Bidders must warranty labor for a minimum of one year.

**PROPOSAL EVALUATION PROCESS**

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed system
- Reasonableness of costs to install and operate

**Proposals shall be kept confidential until a contract is awarded.**

**MAXIMUM PROPOSAL GRADE IS 100 POINTS**

**30 Points:**

- Ability of the equipment to meet the Town's requirements. Ease of use and operation of the system.

**50 Points:**

- Total cost, with consideration of both acquisition cost as well as ongoing operational costs.

**20 Points:**

- Experience in performance in comparable projects, ability to support user's needs, results of reference checks, level, quality and type of training and technical assistance provided.

**Evaluation Criteria**

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the Town of Addison.
- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

## INSTRUCTIONS TO PROPOSERS

### 1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Dallas, TX 75254 to the attention of Wil Newcomer by **December 10, 2019, 2 pm local time.** Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with Proposal number and Name (**RFP 20-10 Police Vehicle Upfitting**). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Any addendums will be posted via [www.Bidsync.com](http://www.Bidsync.com). It is the sole responsibility of the vendors to check for addendums.

### 3.0 TAXES

- 3.1 All proposals are required to be submitted **without** State Sales tax. The Town of Addison is exempt from payment of such taxes.

### 4.0 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS

- 4.1 The Work of Project is defined by the Contract Documents and consists of the following:
  - 4.1.1 Provide and deliver after-market emergency equipment and accessories, as outlined for eighteen (18) 2020 Chevrolet Tahoe's.

- 4.1.2 Remove specified equipment from Ford Interceptor Police Patrol vehicles that are being removed from service.
- 4.1.3 Upfit new Police Department vehicles being put into service by installing new equipment and equipment removed from decommissioned vehicles.
- 4.1.4 Furnish & provide for proper execution and completion of work as required by the Contract Documents all: New Equipment, decommissioned equipment, and vehicle decaling shall be covered by the contract documents.
- 4.1.5 Configuration schematic and prototype installations for review and sign off by appropriate Town representatives, including mock-up photos or CAD drawings and site visits.
- 4.1.6 Contractor will be responsible for supplying appropriate wiring, fuses, and connector as well as wiring diagrams for vehicles.

## 5.0 SCOPE OF WORK

- 5.1 Provide and deliver after-market emergency equipment and accessories, as outlined in the bid for eighteen (18) 2020 Chevrolet Tahoe's. Limited upfitting will be designated for **(1)** unit of equipment and shall be defined in section 6.0 Product Options
- 5.2 Warranty shall be a minimum one-year; however, where a standard manufacturer's warranty may exceed one year, the greater warranty shall be provided.
- 5.3 Contractor must provide a wiring diagram with their first completed build and must follow that diagram for all similar builds. Variations must be approved in advance, in writing, by Town.
- 5.4 Provide and deliver after-market emergency equipment and accessories, as outlined in the bid for eighteen (18) 2020 Chevrolet Tahoe's.
- 5.5 Remove specified equipment from Police Department vehicles that are being removed from service. Upfit new Police Department vehicles being put into service by installing new equipment and equipment removed from decommissioned vehicles.
- 5.6 Contractor will be responsible for supplying appropriate wiring, fuses, and connector as well as wiring diagrams for vehicles.
- 5.7 Contractor will be responsible for providing uniform decaling on all vehicles. The vector file of decaling scope will be available.

## 6.0 PRODUCT OPTIONS

- 6.1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
- 6.2 Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- 6.3 All fuses for equipment must be labeled and included in wiring diagrams.

### 6.4 Decommissioned Items

- 6.4.1 Uninstall the following items from (16) decommissioned vehicles and reserve for installation on new vehicles.

#### 6.4.1.1 Complete Upfitting Equipment Transfer List

Quantity	Equipment
16	Setina Gun Mount System
16	Harris Radio System
16	Coban In-Car Video System
16	Zebra Printer
16	D&R trunk Mounted Storage Unit
16	MDC dock
16	PA mic clip

#### 6.4.2 Limited Upfitting Equipment Transfer list

Quantity	Equipment
1	Harris Radio System
1	COBAN In-Car Video System
1	Whelen rear deck lights (Slimlighter) (SLPMMBR)(SN: C0749789)
1	MDC Dock
1	PA Mic Clip

- 6.4.3 All additional equipment will be uninstalled and left in the decommissioned unit. Additional equipment will include any of the following that is not reserved for installation on new vehicles:

- 6.4.3.1 Any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.

6.4.4 Remove all decals from decommissioned unit.

## 6.5 NEW Equipment

6.5.1 Install the following items on new builds:

2020 Tahoe Upfitting Equipment List			
Equipment	Description	Part Number	Quantity
<b>Lights</b>			
Light bar	Legacy 54" RED/BLUE	GB2SP3J	1
Strap kit	WEC 2015+ Tahoe	MKEZ93	1
CenCom Carbide	with Traffic Advisor	CCSRNT5	1
Carbide Control Head		CANCTL7	1
Carbide Veh Specific	Install Kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthouse	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud		2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	Smoked End Dome	WEC-GB2ENDX	2
Smoked Lens	Smoke Center Dome	WEC-GBCNTX	1
Smoked Lens	Smoke Lens Divider	WEC-GBDIVIDX	1
Smoked Lens	Red/Driver Smoked lens for RPLS45	OEIONRX	3
Smoked Lens	Blue/Pass Smoked lens for RPLS45	OEIONBX	3
Fog light mounting kit		M4CT15B	1
<b>Distribution Panel/Timers</b>	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
<b>Push Bumper</b>			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	
<b>Sirens</b>			

2nd 100w Speaker	Whelen 122DB siren	SA315P	1
Mount Bracket	for 2nd speaker	SAK9	1
WEC Control	WC Expansion Module	CANEM16	1
WEC External Amplifier		CCSRN4DA	1
Howler	Low Frequency Siren	HWLUNI	1
Howler Installation	Bracket	HWLRB20	0
<b>Computer Equipment</b>			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1
IntelliSkin Case	Smasung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
<b>Interior Equipment</b>			
Cage	1/2 Slider Poly Window w Metal Insert	P5714T15A	1
rear seat	PG Rear Seat/Barrier/Belts	S5705T150SB	1
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Window Barrier	Poly barrier-sold in pairs	WBP57NPT15	1
Magnetic Mic	Mic holder	MMSU-1	1
<b>MISC</b>	loom,wire,hardware,connectors,breaker		
Graphics	Town Approved Decaling		
Installation Labor			
Freight Delivery			

## 7.0 TASKS/DELIVERABLES

- 7.1 Each contractor must provide a wiring diagram with their first completed build and must follow that diagram for all similar builds. Variations must be approved in advance, in writing, by Town.
- 7.2 All (17) Fully Upfitted vehicles must have ALL new equipment and specified transfer equipment installed and operational in order to be accepted as complete.

## Complete Vehicle Upfitting

Equipment	Description	Part Number	Quantity
<b>Lights</b>			
Light bar	Legacy 54" RED/BLUE	GB2SP3J	1
Strap kit	WEC 2015+ Tahoe	MKEZ93	1
CenCom Carbide	with Traffic Advisor	CCSRNT5	1
Carbide Control Head		CANCTL7	1
Carbide Veh Specific	Install Kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthead	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud		2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	Smoked End Dome	WEC-GB2ENDX	2
Smoked Lens	Smoke Center Dome	WEC-GBCNTX	1
Smoked Lens	Smoke Lens Divider	WEC-GBDIVIDX	1
Smoked Lens	Red/Driver Smoked lens for RPLS45	OEIONRX	3
Smoked Lens	Blue/Pass Smoked lens for RPLS45	OEIONBX	3
Fog light mounting kit		M4CT15B	1
<b>Distribution Panel/Timers</b>	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
<b>Push Bumper</b>			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	
<b>Sirens</b>			
2nd 100w Speaker	Whelen 122DB siren	SA315P	1
Mount Bracket	for 2nd speaker	SAK9	1
WEC Control	WC Expansion Module	CANEM16	1
WEC External Amplifier		CCSRN4DA	1
Howler	Low Frequency Siren	HWLUNI	1
Howler Installation	Bracket	HWLRB20	0

<b>Computer Equipment</b>			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1
IntelliSkin Case	Samsung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
<b>Interior Equipment</b>			
Cage	1/2 Slider Poly Window w Metal Insert	P5714T15A	1
rear seat	PG Rear Seat/Barrier/Belts	S5705T150SB	1
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Window Barrier	Poly barrier-sold in pairs	WBP57NPT15	1
Magnetic Mic	Mic holder	MMSU-1	1
<b>Transfer Equipment</b>			
	Setina Gun Mount System		
	Harris Radio System		
	Coban In-Car Video System		
	Zebra Printer		
	D&R trunk Mounted Storage Unit		
	MDC dock		
	PA mic clip		
<b>MISC</b>	loom,wire,hardware,connectors,breaker		
Graphics	Town Approved Decaling		
Installation Labor			
Freight Delivery			

- 7.3 All (1) Limited Upfitting vehicle must have ALL new equipment and specified transfer equipment installed and operational in order to be accepted as complete.

<b>Limited Upfitting Equipment</b>			
<b>Equipment</b>	<b>Description</b>	<b>Part Number</b>	<b>Quantity</b>
<b>Lights</b>			
Inner Edge XLP	interier lightbar	IX45UFZ	1
Amp Control	WEC Carbide OBDII interface	CCSRN5	1
Control Head	Push button control head	CANCTL7	1
Install kit	Carbide install kit	CC5K2	1
100w Speaker	siren	SA315P	1
Universal Bracket	Speaker mount	SAK9	1
WEC Module	expension module	CANEM16	1
Push Bumper Light	Fwd Facing R/W	M4DWR	1
Push Bumper Light	Fwd Facing B/W	M4DWB	1
Push Bumper Light	Intersection (side)	I2J	2
Universal L Mount	Bracket for M4 Lighthouse	WEC-4BKT1	2
back cargo window	Sound Off signal Mpower lights	Mpower B/W, R/W	4
Light Shroud	Mpower window Shroud	PMP2WSSDB	2
mirror lights	SOLD IN PAIRS	MBCT15	1
LP light	R/W white override	X12D	1
LP light	B/W white override	X12E	1
LP bracket	WEC ION LP Bracket (HORIZ)	IONBKT1	1
Rear Pillar Lights	Outer Edge Pillar Mount (sold in pairs)	RPLS45	1
R/B fog light	Fog Light	M4DWJ	2
R/B running board lights	Tracer Running Board Lights	TCRHT5	2
	Tracer mounting kit	TCRB45	2
Smoked Lens	wec, oeionrx,red ion,		3
Smoked Lens	wec, oeionrx,blue ion,		3
Fog light mounting kit		M4CT15B	1
<b>Distribution Panel/Timers</b>	BI Power	PDP-13	1
Panarama Antenna	Low profile shark antenna	FINB-5F	1
<b>Push Bumper</b>			
Pro-Gard HD	Push Bumper w/4 Whelen	PB5715HDL006	1
<b>Computer Equipment</b>			
Dash Mount	Havis for Tahoe	C-DMM-3003	1
Keyboard	Keyboard and mount	PKG-KB-117	1
Safe Stop	Anti-theft	SS000*	1
Touchscreen	Havis touchscreen display	TSD-101	1

IntelliSkin Case	Samsung phone case	RAM-GDS-SKIN-SAM42	1
IntelliSkin Dock	Samsung phone dock	RAM-GDS-DOCK-V1CU	1
<b>Interior Equipment</b>			
Center Console	Havis center console	C-VS-0812-TAH-1	1
Console Mount	Mounting Plate	C-LP1-PS2	1
Console Pocket	3 inch wide 2.5 inch deep	C-AP-0325	1
Console Rocker Switch	Switch and Cigarette Knock-out Panel	C-LP1-PS2	1
Console AUX/USB	Passthru 6' EXT Module	16648	1
Console Cup Holder	Dual Cup Holder	C-CUP2-1	1
Magnetic Mic	Mic holder	MMSU-1	1
<b>Transferred Equipment</b>			
Harris Radio System			
Coban In-Car Video System			
Whelen rear Deck Lights (Slimlighter)	(SLPMMBR)(SN: C0749789)		
MDC Dock			
PA mic clip			
<b>MISC</b>	loom,wire,hardware,connectors ,breaker		
Instalation			
Freight			

7.4 Label all fuses.

7.5 Provide uniform decaling that adheres to decaling specified by Town.

7.5.1 Must include recognition logo. Logo shall be placed on rear drivers' side of vehicle lift gate.

## 8.0 CONTRACTOR'S DUTIES

8.1 Furnish & provide for proper execution and completion of work as required by the Contract Documents all:

8.1.1 Labor, materials and equipment.

8.1.2 Other facilities and services necessary for proper execution and completion of the work.

8.2 Provide schedule of installation based on scope of work and adhere to installation dates as specified in contract.

8.3 Give required notices.

- 8.4 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- 8.5 Contractor must not operate Town radios, computers, or other electronic equipment without prior authorization from the Town.
- 8.6 Installation of components must not interfere with function, fit, finish, appearance or performance of vehicle. Mountings must secure components in a manner that prevents the components from being jostled about and sustaining damaged during vehicle travel.
- 8.7 The Town is seeking a high level of quality assurance in order to maximize vehicle uptime. Contractor shall address warranty expectations, quality assurance measures, and any necessary training needed for maintaining components and upfitted vehicles.
- 8.8 Contractor shall advise of training requirements needed for operation of upfitted vehicles.
- 8.9 Contractor will advise on workflows and timelines for upfitting activities. Contractor may suggest workflows for designing configurations to meet Town requirements, and for efficient and effective installations.
- 8.10 The Contract shall cover vehicle delivery to the Upfitter, and from the Upfitter to the Town of Addison Police Department (4798 Airport Pkwy. Addison, TX 75001).
- 8.11 Contractor will advise on workflows and timelines for upfitting activities. Contractor may suggest workflows for designing configurations to meet Town requirements, and for efficient and effective installations.

## 9.0 PROPOSING

- 9.1 Proposers are instructed to consider the following factors in preparation of your proposal:
  - 9.1.1 Proposals shall remain firm for a period of **60** calendar days after the scheduled bid opening.
  - 9.1.2 Proposers are instructed to include all necessary charges, related to this proposal.
  - 9.1.3 All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
  - 9.1.4 The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 9.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be

opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## **10.0 AWARD OF CONTRACT**

- 10.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities.
- 10.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.
- 10.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

## **11.0 PROPOSAL FORMAT**

To assure consistency, proposals must conform to the following format:

### **Introduction**

This section should contain your understanding of the Town's needs and objectives.

### **Descriptive Literature**

Describe, in detail, the system you propose to install in each building, if the two buildings are a connected or independent system and your recommendation and reasoning. Provide complete descriptive literature for the substantial items in the system. Include a detail list of the scope of work to be performed. Outline the timeframe you propose to complete the project. Note any equipment that you intend to reuse, if any, from the existing system.

### **References**

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided a similar system. Please include organization name, address, telephone number and contact person.

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding vendor's performance and reliability. Responses to these questions will be considered in the evaluation process.

## Fee Structure

Provide a fee schedule for your services. Include in this fee schedule a “turnkey” lump sum cost for all products, labor, installation, materials, transportation and any other cost associated with this scope of work. Also provide itemized, by vehicle, a cost breakdown.

## Project Timeline

Provide a project timeline that shall include a schedule of installation and completion for project if awarded.

## Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

## 12.0 INSURANCE REQUIREMENTS

12.1 See attached.

12.2 Contractor shall provide the following endorsements:

- i. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.
- ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions and severability of interest clauses.
- iii. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, and all liability policies with respect to the worker's compensation insurance and all other insurance policies
- iv. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- v. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

- vi. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - vii. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - viii. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
  - ix. Insurance must be purchased from insurers that are financially acceptable to the Town.
- 12.3 All insurance shall be purchased from an insurance company, which meets the following requirement:
- i. Must be issued by a carrier, which is rated “A–” or better by A.M. Best’s Key Rating Guide.
  - ii. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.
- 12.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it’s authorized agent and shall contain provisions representing and warranting the following:
- i. The company is licensed and admitted to do business in the state of Texas.
  - ii. The Texas State Board of Insurance has approved the company’s forms.
  - iii. Sets forth all endorsements as required above.
  - iv. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

### **13.0 NON-DISCRIMINATION POLICY**

- 13.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 13.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

- 13.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

#### 14.0 PAYMENT FOR SERVICES

All invoices shall be address to:

Town of Addison, Accounts Payable

P.O. Box 9010

Addison, Texas 75001-9010

Attention: General Services- POLICE VEHICLE UPFITTING

- 14.1 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.
- 14.2 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.
- 14.3 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.
- 14.4 Ten-percent (**10%**) retainage shall be withheld until 40 days after Final Completion and acceptance. All warranties and guarantees shall commence from the date of the final acceptance. No interest shall be due the Contractor on any partial or final payment, or on the retainage.
- 14.5 If the Contractor fail to complete the Work within the time specified in the contract, the Contractor shall pay liquidated damages to the Town of Addison in the amount of **\$500** for each calendar day of delay until the Work is completed or accepted. The liquidated damaged will be applied for the overall project completion schedule.

# REQUEST FOR PROPOSAL STATEMENT AND SUBMISSION CHECKLIST

PROPOSER: \_\_\_\_\_  
Company Name

ADDRESS: \_\_\_\_\_  
Number & Street City, State, Zip Code

**PROJECT: Police Vehicle Upfitting**

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

*Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.*

Signature \_\_\_\_\_  
Contractor/Proposer

Date \_\_\_\_\_

Print Name \_\_\_\_\_  
Contractor/Proposer

Title \_\_\_\_\_

**Items to be furnished (4 copies):**

- A. Request for Proposal Statement**
- B. Qualification of Proposer Statement**
- C. Certification of Compliance with terms and conditions of RFP (signed)**
- D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")**
- E. Proposed Scope of Work**

**To be completed and furnished by appropriate Insurance Agent:**

- A. Insurance Requirement Affidavit**

## CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES \_\_\_\_\_ I agree.                      NO \_\_\_\_\_ Exceptions noted below:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contractor/Proposer

Print Name \_\_\_\_\_  
Contractor/Proposer

Title \_\_\_\_\_

### EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

### REFERENCE LIST

(Enclose in a sealed envelope marked "Reference List – Confidential")  
Minimum five (5)

<u>NAME OF ORGANIZATION</u>	<u>CONTACT NAME</u>	<u>PHONE #</u>	<u>SQ. FEET</u>	<u>TYPE*</u>
-----------------------------	---------------------	----------------	-----------------	--------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

**PROPOSED SCOPE OF WORK**  
(Attach proposal and fees)

**RFP #20-10 Police Vehicle Upfitting  
INSURANCE REQUIREMENT AFFIDAVIT**

**To be completed by appropriate insurance agent**

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name Printed

\_\_\_\_\_  
Name of Insurance Carrier

\_\_\_\_\_  
Phone Number of Agent

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

**Note to Proposer:**

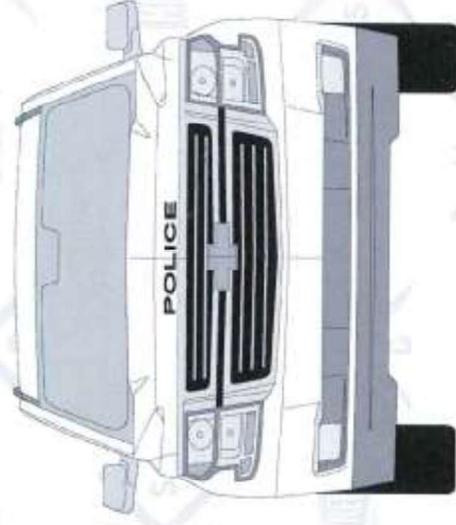
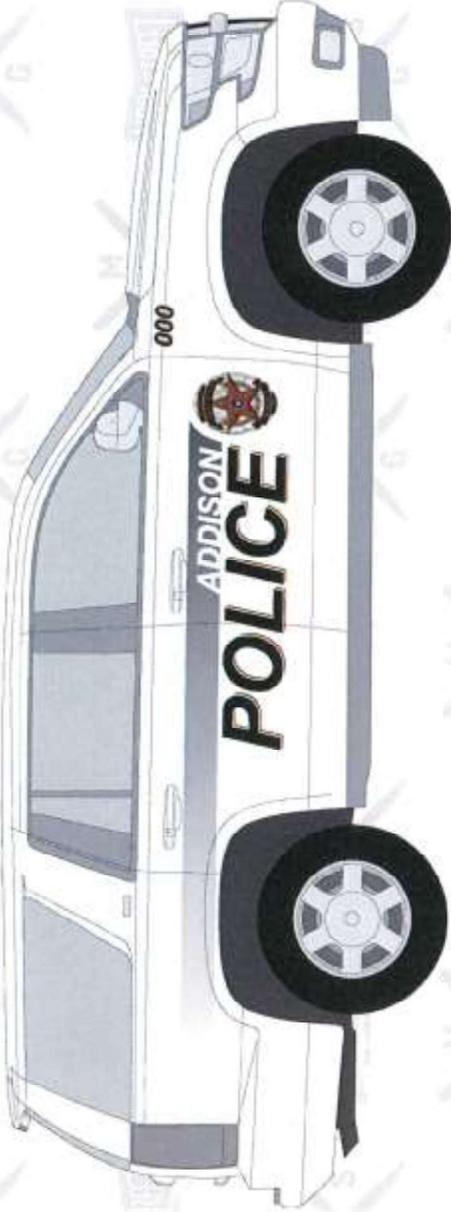
*This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.*

**Note to Agent:**

*If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091.*

**SAMPLE FORMS  
ATTACHED;**  
  
(PAGE LEFT BLANK)

# TAHOE KIT



\*Customer must approve proof via email before job can proceed into the production stage; final product/installation will follow the above image. Main Street Signs and Graphics is not responsible for any omissions, placement, sizing or typographic errors after proof has been approved by the customer. Colors on your proof are only a close representation of the final printed graphics and may vary depending on your monitor's brightness, contrast and color adjustment settings. If specific color matching is critical, we strongly recommend ordering a color spotcheck print out. If color is unsatisfactory on print without a printed color spotcheck print out, prints can be reproduced at an additional cost.   
 04/19/2019 8:45 AM low 3-5 business days for artwork production. In-house or on-site installation must be scheduled in advance.

## Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (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," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer 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 Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison 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.
6. **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.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices 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 under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/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.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION 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.

18. FUNDING OUT CLAUSE: This agreement or contract 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 agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (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 Contractor 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 Contractor 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 Contractor, the Contractor 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 an 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.

20. 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 supplier or 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 7<sup>th</sup> 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 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](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer 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.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the 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.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement 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.

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

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. 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.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

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

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

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

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

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers’ Compensation Employers’ Liability</b> 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	<b><u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII rated or above.
2. <b>Commercial General (Public) Liability</b> 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	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII rated or above.
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. Insurance company must be A-:VII-rated or above.

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

With respect to the foregoing insurance,

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

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

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

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

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

**AGREEMENT**

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

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Town of Addison

### Indemnification Agreement

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

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

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

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

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

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

Project/Bid#:

Company Name:

Signature:

Date:



### **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

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Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

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

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

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

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

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

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:    Date:

Title:

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

10/17/17

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## Question and Answers for Bid #20-10 - Police Vehicle Upfitting

### Overall Bid Questions

There are no questions associated with this bid.

**Work Session and Regular Meeting**

**10.**

**Meeting Date:** 01/14/2020

**Department:** City Manager

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**AGENDA CAPTION:**

Present, Discuss and Consider Action on **Resolution to Elect a Representative to Dallas Central Appraisal District Board of Directors Suburban Cities' Representative in a Runoff Election.**

**BACKGROUND:**

At the November 21, 2019 Council Meeting, the City Council approved Resolution No. R19-111 casting their vote for Mr. Michael Hurtt as their selection for re-appointment as the Suburban Cities Representative to the Dallas Central Appraisal District (DCAD). Mr. Hurtt currently serves in that position and had expressed interest in serving for the 2020-2022 term.

On December 27, 2019, W. Kenneth Nolan, Executive Director/Chief Appraiser for the Dallas Central Appraisal District, advised that the Suburban Cities Election will require a runoff. Mr. Michael Hurtt, the Town's selection, received 12 votes; however, since there was no one candidate receiving 16 votes, the majority of the 30 votes eligible, a runoff election is necessary. A coin flip between two candidates, Brett Franks and Mona Dixon, who shared the second highest number of votes took place on December 30, 2019 at the DCAD offices. The winner of the coin flip was Mona Dixon. The attached Runoff Ballot requires action by the City Council indicating their selection as the Suburban Cities Representative.

**RECOMMENDATION:**

Staff requests direction from Council.

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**Attachments**

Resolution - Dallas County Appraisal District Runoff Election

Memo - Dallas County Appraisal District

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**RUNOFF ELECTION**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF \_\_\_\_\_, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of \_\_\_\_\_ does hereby cast its vote by marking the ballot below:  
(Check one only)

**Michael Hurtt**

**Mona Dixon**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of \_\_\_\_\_ does hereby confirm its one (1) vote for the election of \_\_\_\_\_ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

SEAL:

MEMO



Dallas Central Appraisal District

RECEIVED

JAN - 3 2020

CITY SECRETARY  
ADDISON, TX

**DATE:** December 30, 2019

**TO:** Mayors of Suburban Cities

**FROM:** W. Kenneth Nolan, Executive Director/Chief Appraiser

**RE:** Results of 2019 Election of Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

**1. Suburban Cities Election**

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 3, Mona Dixon of Lancaster received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 21 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary. A coin flip between the two candidates who shared the second highest number of votes, Brett Franks and Mona Dixon, resulted in Mona Dixon securing a place on the ballot.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	No Vote
3. Carrollton	Michael Hurtt
4. Cedar Hill	Mona Dixon
5. Cockrell Hill	No Vote
6. Combine	Brett Franks
7. Coppell	No Vote
8. DeSoto	Michael Hurtt
9. Duncanville	Michael Hurtt
10. Farmers Branch	Michael Hurtt
11. Ferris	No Vote
12. Garland	No Vote
13. Glenn Heights	Michael Hurtt
14. Grand Prairie	No Vote
15. Grapevine	No Vote
16. Highland Park	Michael Hurtt

17. Hutchins	Steve Nichols
18. Irving	Diane Cartwright
19. Lancaster	Mona Dixon
20. Lewisville	No Vote
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Michael Hurtt
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	No Vote
28. University Park	Michael Hurtt
29. Wilmer	Mona Dixon
30. Wylie	Brett Franks

**2. Suburban School District Election**

The election process requires a runoff. Steve Pryor of Grand Prairie received 5, Cassandra Philips of Duncanville received 4, and Wesley Jameson of the Dallas County Community College received 2 of the 11 votes cast. Since there was no one candidate receiving 9 votes (majority of the 16 votes eligible), a runoff election is necessary. School districts voting are:

<u>School District</u>	<u>Candidate Selected</u>
1. Carrollton-Farmers Branch	No Vote
2. Cedar Hill	Cassandra Philips
3. Coppell	No Vote
4. Desoto	No Vote
5. Duncanville	Cassandra Philips
6. Ferris	No Vote
7. Garland	Steve Pryor
8. Grand Prairie	Cassandra Philips
9. Grapevine/Colleyville	Steve Pryor
10. Highland Park	Steve Pryor
11. Irving	Steve Pryor
12. Lancaster	Cassandra Philips
13. Mesquite	Wesley Jameson
14. Richardson	Steve Pryor
15. Sunnyvale	No Vote
16. DCCC	Wesley Jameson

**3. Dallas County Appointment**

On October 15, 2019, the Commissioners Court has reappointed John Warren to the Board of Directors.

**4. Dallas ISD Appointment**

On August 22, 2019, the Dallas ISD appointed Mr. Edwin Flores to the Board of Directors.

**5. City of Dallas Appointment**

On December 11, 2019, the City of Dallas reappointed John Threadgill to the Board of Directors.

**A copy of the runoff procedures and ballot resolution is attached. The deadline to vote is January 31. Please notify our office immediately when your ballot has been cast.**

Attachments



Dallas Central Appraisal District

**BOARD OF DIRECTORS ELECTION  
RUNOFF PROCEDURE FOR SUBURBAN CITIES/SCHOOL DISTRICTS REPRESENTATIVE**

The 1979 Resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs Board of Director elections and appointments, requires that a candidate for the suburban cities position and a candidate for the suburban school districts positions on the Board each receive a majority of the votes that are cast in order to be elected to the Board of Directors (BOD).

The procedures outlined below are to be used in the event that no candidate receives a majority of the votes for the election for the Suburban Cities Representative to the BOD or the Suburban School Districts Representative to the BOD.

The Property Tax Code allows for the Chief Appraiser to resolve a tie vote by any method of chance.

**RUNOFF PROCEDURE:**

**PARTICIPATING CITIES:**

1. A candidate for the Suburban Cities Representative must receive a majority of the votes from all the suburban cities participating in the BOD election.
2. After the initial ballots are submitted by December 15 of the election year, the Chief Appraiser shall count the votes and if no candidate receives a majority of the votes from the participating suburban cities, the Chief Appraiser will declare the two (2) candidates who received the largest number of votes from the field of candidates.
3. The Chief Appraiser shall prepare another ballot listing the two (2) candidates who received the largest number of votes and shall deliver a copy of the ballot to the presiding officer of the governing body of each suburban city that is entitled to vote.
4. The governing body of each suburban city that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser on or before January 31.
5. The Chief Appraiser shall count the votes, declare the candidate who receives the majority number of votes, and submit the results no later than February 5 to the governing body of each suburban city and to the candidates.

**PARTICIPATING SCHOOL DISTRICTS:**

1. A candidate for the Suburban School Districts Representative must receive a majority of the votes from all the suburban school districts participating in the BOD election.
2. After the initial ballots are submitted by December 15 of the election year, the Chief Appraiser shall count the votes and if no candidate receives a majority of the votes from the participating suburban school districts, the Chief Appraiser will declare the two (2) candidates who received the largest number of votes from the field of candidates.

3. The Chief Appraiser shall prepare another ballot listing the two (2) candidates who received the largest number of votes and shall deliver a copy of the ballot to the presiding officer of the governing body of each suburban school district that is entitled to vote.
4. The governing body of each suburban school district entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser on or before January 31.
5. The Chief Appraiser shall count the votes, declare the candidate who receives the majority number of votes, and submit the results no later than February 5 to the governing body of each suburban school district and to the candidates.

## Work Session and Regular Meeting

11.

Meeting Date: 01/14/2020

Department: Infrastructure- Development Services

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### **AGENDA CAPTION:**

Present, Discuss and Consider Action on a Resolution to Approve the Services Agreement with Landrum & Brown, Incorporated, for Consulting Services to Negotiate Contracts for the Airport Management Services at Addison Airport and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$95,000.

### **BACKGROUND:**

This item will approve a services agreement with Landrum & Brown (L&B) to serve as lead negotiator for the negotiation of the airport management contracts at Addison Airport. The current contract for real estate services at the airport expires on September 30, 2020. The contract for airport operations expires on September 30, 2022.

The negotiations will be led by Dan Benzon, Executive Vice President of L&B, former owner of Trillion Aviation. Mr. Benzon is an attorney and has an extensive background as a consultant on airport management strategies, leases, airport development, and program management. He has reviewed the airport management contracts and has met with the airport staff on numerous occasions and is uniquely qualified to lead these discussions.

Mr. Benzon will assist the Town in developing contract goals and strategies for the negotiation and in developing and drafting the term sheet that will be used during the negotiations. He will lead the discussions on the Town's behalf during each negotiating session. He will then draft a synopsis of the new agreement and be available to present the synopsis to Council.

This expenditure was not anticipated when the Fiscal Year (FY) 2020 Airport budget was adopted. It is anticipated that the expense can be covered in the FY2020 Airport Operations budget. A budget adjustment will be brought to Council for consideration at a later date.

### **RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Landrum & Brown Services Agreement  
Presentation - Addison Airport Management Contracts

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND LANDRUM AND BROWN, INCORPORATED, FOR CONSULTING SERVICES TO NEGOTIATE CONTRACTS FOR AIRPORT MANAGEMENT SERVICES AT ADDISON AIRPORT, IN AN AMOUNT NOT TO EXCEED \$95,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Services Agreement between the Town of Addison and Landrum & Brown, Incorporated, for consulting services to negotiate contracts for airport management services at Addison Airport, in an amount not to exceed \$95,000.00, 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 adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **14<sup>th</sup>** day of **JANUARY 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between Landrum & Brown, Incorporated, ("L&B"), an Ohio corporation, with offices at 4445 Lake Forest Drive, Suite 700 Cincinnati, OH 45242, and the Town of Addison, owner and operator of Addison Airport (the "Town") at 5300 Belt Line Road, Addison, Texas 75254.

In consideration of the mutual promises or covenants contained in this Agreement, the parties agree as follows:

### Services

This Agreement establishes the terms and conditions under which L&B agrees to provide services to the Town. The Town's services are deemed to be business consulting Services and the Town agrees that any such Services shall not be relied on as legal opinion and that the Town shall seek all legal advice from the Town's legal counsel.

A detailed Scope of Work is included in Exhibit A.

### Term, Termination, and Survival

Unless otherwise terminated as herein provided, the term of this Agreement shall commence on the Effective Date and shall continue until the Scope of Work has been completed and all deliverables are received.

L&B may terminate this Agreement if the Town defaults in any payment under this Agreement and does not cure said default within fifteen (15) days after receipt of L&B's written notice. In the event of any termination, L&B shall be entitled to reimbursement from the Town for its actual costs incurred, up to and including the date of termination.

Any terms of this Agreement which by their nature extend beyond termination of this Agreement shall survive and bind the parties and their successors and assigns.

### Payment

The Town agrees to pay L&B for Services rendered under the Agreement pursuant to the pricing information contained in the Agreement. In addition to L&B's fees for Services, The Town agrees to reimburse L&B for all actual expenses, except administrative, overhead and the like, incurred in the course of providing Services to the Town including, but not limited to, travel and ordinary business expenses. Travel expenses will be reimbursed separately at cost and without markup. On hourly assignments, fees for travel time will be billed at one-half of the hourly rate. On hourly assignments, fees charged during travel assignments will have a minimum fee of one-half day at the hourly rate. L&B will bill the Town within thirty (30) days of the date of L&B's invoice. Payment shall be made to the address set forth in such invoice.

Relationship of the Parties

Nothing contained herein will be construed to place the parties in the relationship of partners, joint venturers, or principal and agent, and neither party has the power to obligate or bind the other in any matter whatsoever.

Representations and Warranties

L&B represents and warrants that all Services will be performed in a good and workmanlike manner consistent with good industry practice and in accordance with the specifications for such services provided in the Agreement. Except as explicitly stated in this Agreement, neither party makes any warranties and expressly disclaims any and all warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Town and L&B agree that this Agreement is predominantly an agreement for the provision of services.

Indemnification: Limitation of Liabilities

**L&B, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES, WITH AN HOURLY RATE NOT TO EXCEED \$350.00/HOUR, AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION IN RENDERING THE SERVICES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY**

**DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.**

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

**THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Notices

All notices which are required or may be given pursuant to this Agreement must be in writing and sent to the individual listed below or his successor at the address above first written. Notices shall be delivered by a recognized courier service such as Federal Express, USPS or UPS, with package tracing capability.

Change Orders

Either party may request in writing that L&B make changes, modifications, or enhancements to the Services being provided pursuant to this Agreement ("Service Changes"). The parties will meet to determine whether they desire for L&B to proceed with the making of the proposed Service Change. The parties must provide written approval (a "Change Order") to authorize the making of the Service Change. Change Orders will constitute part of the specific Agreement.

#### Confidentiality: Intellectual Property

Both parties shall adhere to the obligations and requirements of the state's Pubic Information Act as may be applicable and the confidentiality provisions set forth hereafter are subject to those requirements. L&B agrees to regard and preserve as confidential all information related to the business and activities of the Town that may be obtained by L&B as a result of performing Services under this Agreement. The Town agrees to regard and preserve as confidential all information related to the business and activities of L&B that may be obtained by the Town as a result of this Agreement and the performance of Services contemplated hereby, including, without limitation, all information regarding pricing of Services. Both parties agree to hold such information in trust and confidence for the other party and not to disclose such information to any person, firm, or enterprise, or use any such information to its own benefit, or to the benefit of any third party, unless authorized in writing by the party in interest. Information shall not be considered confidential to the extent that such information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) generally available to the public.

In the course of performance under this Agreement, L&B may use products, materials, tools, and methodologies that are proprietary to L&B or to third parties (collectively, "Proprietary Items"). The Town will not have or obtain any rights in such Proprietary Items other than (i) to use them as authorized by L&B in writing from time to time solely for purposes of performing its responsibilities under this Agreement. If Proprietary Items are made available to the Town, they will be made available "AS IS" and without express or implied warranties of any kind. Nothing in this Agreement will preclude L&B from marketing, developing, or using for itself or others, services or products that are the same as or similar to those provided to the Town by L&B pursuant to this Agreement. Furthermore, L&B will continue to be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how, and techniques related to the scope of this Agreement and used in the course of performing its obligations hereunder.

#### Governing Law: Venue

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. L&B and the Town consent to the non-exclusive jurisdiction of a state or federal court situated in Dallas County, Texas, in connection with any dispute arising from or relating to this Agreement. L&B and the Town irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum.

#### Not a Municipal Advisor

L&B is not registered with the U.S. Securities & Exchange Commission as a municipal advisor, is not acting as a municipal advisor, and does not assume any fiduciary duties or provide advisory services as described in Section 15B of the Securities Exchange Act of 1934 or otherwise. L&B does not make recommendations or advice regarding any action to be taken by our clients with respect to any prospective, new, or existing municipal financial products or

issuance of municipal securities including with respect to the structure, timing, terms or other similar matters concerning municipal financial products or the issuance of municipal securities.

**MISCELLANEOUS PROVISIONS**

No alteration or modification of this Agreement will be binding or effective unless in writing and signed by a duly authorized representative of both L&B and the Town. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. This Agreement constitutes the entire agreement between the parties when executed by duly authorized signatories of L&B and the Town. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by reason beyond the reasonable control of such party. Time is of the essence in performance of this Agreement.

**BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

**ORDINANCES**

Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

**AUTHORITY TO EXECUTE**

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

**ASSIGNMENT**

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



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

#### **INDEPENDENT CONTRACTOR**

The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

#### **NO BOYCOTT OF ISRAEL**

Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

#### **MISCELLANEOUS DRAFTING PROVISIONS**

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

WHEREAS, the parties hereto entered into this Agreement as of the Effective Date.

**LANDRUM & BROWN, INC.**

**TOWN OF ADDISON**



By: \_\_\_\_\_  
Name: Daniel Benzon  
Title: Executive Vice President

By: \_\_\_\_\_  
Name: Wesley S. Pierson  
Title: City Manager



11279 Cornell Park Dr.  
Cincinnati, OH 45242  
USA  
T +1 513 530 5333  
F +1 513 530 1278  
landrum-brown.com

## Scope of Services Addison Airport (ADS), Town of Addison

November 25, 2019

### Objective:

To serve as the lead negotiator for the Town of Addison in negotiation of airport management contracts for Addison Airport (ADS).

### Scope & Process:

Dan Benzon will serve as lead negotiator. L.J. Marciano will provide negotiation support and analysis.

- Upon notice to proceed, Mr. Benzon will meet with Mr. Pierson, Ms. Pyles, and Ms. Mitchell to kickoff the project and discuss strategic goals. Also, the Town's 'negotiating team' will be established. This team should include Mr. Benzon, Ms. Pyles, and the Town's legal counsel, at minimum.
  - Two additional meetings will occur following the kickoff session to initially advise the parties of the Town's intentions and to provide a roadmap for discussions.
    - The principal of SAMI
    - An authorized representative for AECOM.
- The negotiating team will review the current airport management agreements, the L&B Powerpoint, and the strategic goals from the kickoff meetings. Following a negotiating team conference call, Mr. Benzon will draft a matrix of major deal points along with positions of the Town and anticipated considerations of the parties. The negotiating team will review and discuss strategies.
- Mr. Benzon will draft term sheets for the parties. The negotiating team will review and discuss. The term sheets will be presented to the parties prior to the first negotiating session.
- 1<sup>st</sup> negotiation session (note: We would plan to schedule a session with SAMI one day and AECOM the next day. We would follow up the sessions with a debrief for Mr. Pierson and senior staff).
- The Town's legal counsel would be responsible for modifications to the contracts. Mr. Benzon and the negotiating team would discuss changes, suggestions, and implications.
- Three additional negotiating sessions. It is anticipated (and budgeted) that there would be no more than four (4) in-person negotiating sessions and that there would be conference calls in between.
- Upon completion of the contracts, Mr. Benzon will draft a synopsis of the deals. At Mr. Pierson's request, Mr. Benzon would present the synopsis to Town Council. Mr. Benzon

Global Aviation Planning and Development



would serve as an advisor to the Town's senior staff on initial implementation planning for the new contracts or insourcing.

**Price & Timing:**

Fee will be billed monthly on an hourly basis at a rate of \$290/hr. for Mr. Benzon and \$250/hr. for Mr. Marciano. Labor fee budget is not-to-exceed \$95,000. Travel reimbursement will be billed separately at cost. It is anticipated that there will be six (6), one-person visits for this scope of services.

This project is anticipated to be seven months commencing on November 25, 2019 with completion planned by July 1, 2020.

Sincerely,

A handwritten signature in black ink that reads "Dan Benzon".

Dan Benzon  
Executive Vice President

# Addison Airport Management Contracts – Next Phase

City Council  
January 14, 2020



**ADDISON**

# Terms of Current Contracts

Real Estate Services - SAMI

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- Effective October 1, 2010
  - Expires September 30, 2020
  - No extensions
- Responsible for oversight of real estate portfolio
  - Under direction of a licensed real estate broker
- SAMI provides the Real Estate Manager, Accounting Manager, Lease Administrator
  - Asset Manager added in 2014
  - Town has the right to approve the Real Estate Manager
- Risk notes:
  - Real estate portfolio derives over 80% of airport revenues
  - A substantial quantity of leases (20+) will expire in the next 5 years

- Pass-through operating costs
  - Floor of \$332,000
- Management fee:
  - Minimum \$120,000 adjusted by CPI – based on 3% of gross revenue
    - \$193,337 in FY2019
- Incentive compensation:
  - If Gross Revenue increases by more than 3.5% over the previous year, a higher percentage of revenue is factored for incentive compensation calculation

# Terms of Current Contracts

Operations - AECOM

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- Effective October 1, 2010
  - Expires September 30, 2022
  - Automatic one-year extensions available through September 30, 2050
- Town can Terminate for Convenience with 90 days notice prior to the start of a fiscal year
  - For example, to terminate the contract by September 30, 2020, notice must be given no later than July 1, 2020
  - Contract stipulates Town's responsibility to pay Termination for Convenience Fee (FY2020 - \$42,500) and other amounts compensable under the contract, as well as any reasonable demobilization costs

- Responsible for day-to-day airport operations
- Not responsible for real estate related duties
- AECOM to provide Director, Deputy Director, Operations Manager, Maintenance Manager, Office Manager, Maintenance Technicians (4)
  - The Management Assistant is a Town employee assigned to the airport
  - Town has the right to approve the selection of the Airport Director
- Risk notes:
  - True labor multiplier not applied
  - Management team may not all move to Town employment

# Management Contracts – Operations: AECOM

- Personnel Costs:
  - Operational costs are borne by the Town as a pass-through
  - \$170,000 management fee
  - Plus 2.5% of Gross Revenue over \$4,000,000 for the proceeding fiscal year
  - Direct Expense Amount \$36,000 per year, annually adjusted by CPI
    - Currently \$43,871.40 (FY2019)
- Transition:
  - Town will make every effort to assure orderly transfer of contract responsibilities
    - Extend employment to staff in good standing
    - If new third-party operator, require new operator to extend employment offers to staff in good standing
    - No requirement to require same for the airport director; Accredited Airport Executive required

# 2019 Contract Assessment

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**ADDISON**

- Dan Benzon –
  - Executive VP of Landrum & Brown
  - Former president of Trillion Aviation
  - Consultant on airport management strategies, leases, on-airport development, program management
- Reviewed Addison airport management and operations structure
  - Found that airport is well-run with highly competent, professional staff on both operations and real estate sides

- In 2019 Mr. Benzou was asked to review the current contracts and make a recommendation on how to proceed when the contracts expire
  - Should the Town continue to manage Addison Airport through 3<sup>rd</sup> party contracts?
  - If yes, should it continue with the current contractors?
  - Should both the operations and real estate contracts be up for consideration even though they have different expiration dates?
- May 2019 - Provided report with evaluation and recommendations

# Options to Consider

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, consisting of a blue triangle pointing downwards, with a white circle inside it. The top and bottom corners of this blue triangle are cut off by a diagonal line, revealing a dark grey background.

# Options to Consider: Pros and Cons

- Renew – extend the contracts with same Terms and Conditions (Ts&Cs)
  - Keeps continuity of the current staff
  - Doesn't provide opportunity to update provisions
- Redo – renegotiate the contract and modify the Ts&Cs
  - Allows opportunity to implement “lessons learned”
  - Could be protracted and disruptive
- Rebid – request proposal from other 3<sup>rd</sup> party contractors
  - Allows opportunity to test the market
  - Limited market for firms who provide airport operations, specialized airport real estate services
  - Potential disruption of current airport staff
- Retain – in-source the staff in good standing as Town employees
  - Greater control over staffing and finances
  - Saves management fee, incentive payments, and other charges
  - Follows standard U.S. airport industry management practice

# Cost of 3<sup>rd</sup> Party Contracts

Salaries, Benefits, and Taxes

Direct Expense Charge

Management Fee

Incentive Payment

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<b>Current Cost of AECOM and SAMI Personnel - 11 Positions</b>	
Salaries	\$785,730.43
Taxes and Benefits	\$604,686.64
<b>Total Salary and Benefits</b>	<b>\$1,390,417.07</b>

# Management Fee, Direct Expense, Incentive Bonus

<b>Management Fee, Incentive Bonus, Direct Expense Charges</b>			
FY2019	AECOM Management Fee	\$170,000.00	
	AECOM Incentive Bonus	\$63,683.00	
	Direct Expense Charge	\$43,871.40	
<b>AECOM Total FY2019</b>			<b>\$277,554.40</b>
FY2019	SAMI Management Fee	\$193,337.00	
	SAMI Incentive Fee	\$95,000.00	
<b>SAMI Total FY2019</b>			<b>\$288,337.00</b>
<b>Total Fees and Charges AECOM and SAMI Combined</b>			<b>\$565,891.40</b>

# Cost for Town of Addison Full Time Equivalent Positions

Salaries  
Benefits

The logo for the Town of Addison, featuring the word "ADDISON" in blue, uppercase, sans-serif font 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 white diagonal line and a grey triangle in the top right corner.

**ADDISON**

<b>Town of Addison Cost to In-Source 11 Positions</b>	
Salaries	\$785,730.43
Taxes and Benefits	\$491,678.90
<b>Total Salary and Benefits</b>	<b>\$1,277,409.34</b>

# Cost Comparison

Third-Party Contractor vs. Town In-Sourced Operation

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# Cost Comparison

<b>Town of Addison and Third-Party Provider Cost Comparison</b>		
<b>Full-Time Positions</b>	<b>AECOM and SAMI</b>	<b>Town of Addison</b>
11 Positions	\$785,730.43	\$785,730.43
Total Taxes and Benefits	\$604,686.64	\$491,678.90
<b>Total Salary and Benefits</b>	<b>\$1,390,417.07</b>	<b>\$1,277,409.33</b>
<b>Total Various Charges and Equipment Costs</b>	<b>\$565,891.40</b>	<b>\$17,505.00</b>
<b>Total All Costs</b>	<b>\$1,956,308.47</b>	<b>\$1,294,914.33</b>
<b>Current Budgeted Cost of SAMI Management Fee and Incentive Bonus</b>	<b>N/A</b>	<b>\$288,337.00</b>
<b>Sub-Total Cost Comparison</b>	<b>\$1,956,308.47</b>	<b>\$1,583,251.33</b>
<b>Termination for Convenience Fee (one-time cost)</b>	<b>N/A</b>	<b>\$42,500.00</b>
<b>Total Cost Comparison</b>	<b>\$1,956,308.47</b>	<b>\$1,625,751.33</b>

**Recommendation**

**ADDISON**

# Management Contracts – Recommendation

- Redo – SAMI contract
  - Negotiate new Ts&Cs
  - Continue responsibility of real estate portfolio
  - In-source responsibility for revenue collection and disbursement to bring into Finance Department
    - Town employee assigned to and officed at the airport
      - Provides greater oversight of revenue
      - Provides unfettered access to Town's network and financial system
      - Provides oversight by Town's CFO
      - Provides alignment with Town's standard financial policies and practices
- Retain – Terminate AECOM contract on September 30, 2020 to make it co-terminus with SAMI's contract
  - Pay AECOM \$42,500 Termination for Convenience Fee
  - Offer employment as Town staff to operations staff in good standing, including the Airport Director

**Council Direction Needed**

**ADDISON**

# Questions for Council – SAMI Contract

- Does Council agree with Staff's recommendation to renegotiate SAMI's contract with new Terms and Conditions?
- Does Council agree with staff's recommendation that the responsibility for the revenue collection and disbursement be brought in-house under the auspices of the Finance Department, CFO?
- If Council does not agree with Staff's recommendation, is additional information is needed and are there additional concerns?

# Questions for Council – AECOM Contract

- Does Council agree with Staff's recommendation that the airport operations be in-sourced to the Town?
- Does Council agree with Staff's recommendation that the AECOM contract should be terminated early?
  - If yes, this necessitates the payment of a \$42,500 Termination for Convenience Fee
- If Council does not agree with Staff's recommendation, is any additional information needed and are there additional concerns.

- If so directed, begin negotiations with SAMI for new contract
  - Develop deal points
  - Bring new SAMI contract to Council for consideration
  - Begin process to bring financial responsibility in-house
  - Begin process to bring Accounting Manager in-house as Town employee
- If so directed, prepare notification for AECOM for either early termination or termination on September 30, 2022
  - If early termination, begin process to bring AECOM staff in-house as Town employees
- Update Council as needed

# Questions / Discussion

**ADDISON**

**Work Session and Regular Meeting**

**12.**

**Meeting Date:** 01/14/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Present, Discuss, and Consider Action on an **Ordinance Calling and Ordering the May 2, 2020 General Election.**

**BACKGROUND:**

A general election is conducted each May to elect representatives to the Addison City Council as necessary. The attached Ordinance establishes the procedures for the May 2, 2020 General Election in accordance with state law and the Town's Home Rule Charter. The election is called to elect three (3) City Council Members.

The first day to file for a place on the May ballot is January 15, 2020. The last day to file is February 14, 2020.

The Town will enter into a Joint Election Contract with the Dallas County Election Department for the May 2, 2020 General Election. All procedures remain the same as in previous years.

Should the election be uncontested and unnecessary, the Town will have the opportunity to cancel the election in accordance with the Election Code.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

General Election May 2020

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**ORDINANCE NO. O20-\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CITY COUNCIL ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2020, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR A TERM OF TWO (2) YEARS; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:**

**SECTION 1:** In accordance with the general laws and Constitution of the State of Texas, and the Charter of the Town, a General Election is hereby called and ordered for Saturday, May 2, 2020. All resident, qualified voters of the Town of Addison shall be permitted to vote, in said election for the purpose of electing three (3) Council members for a term of two (2) years.

**SECTION 2:** The presently existing boundaries and territory of the Dallas County election precincts that are wholly or partly within the corporate limits of the Town shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Dallas County precinct numbers. The polling places for the general election shall be as set forth in the Joint Election Agreement (as defined in Section 3, below) with the Town locations designated as Addison Fire Station #1, 4798 Airport Parkway – Early Voting and Election Day; and Addison Fire Station #2, 3950 Beltway Drive – Election Day

**SECTION 3:** The election shall be held as a joint election with Dallas County and other municipalities and school districts pursuant to a Joint Election Agreement for the conduct of a joint election to be held on May 2, 2020 and the County shall be responsible for appointing all election judges and clerks and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

**SECTION 4:** Applications to have the name of the candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary, and that the earliest date for a candidate to file same will be Wednesday, January 15, 2020, at 8:00 am., with the last day for filing to be Friday, February 14, 2020 at 5:00 p.m. in accordance with Election Code Sect. 143.006 and 143.007.

**SECTION 5:** The order in which the names of the candidates are to be printed on the ballot for mayor and council members on said Addison City Council shall be determined by a drawing conducted by the City Secretary, as provided by Section 52.094 of the Texas Election Code, on Thursday, February 20, 2020 at 10:30 a.m. in the Council Chamber at Addison Town Hall, 5300 Belt Line, Road, Dallas, Texas 75254.

**SECTION 6:** Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as

Early Voting Clerk. The period for early voting by personal appearance, as established by provisions of the Texas Election Code, are between the hours of 8:00 a.m. and 5:00 p.m. beginning Monday, April 20, 2020 and ending on Tuesday, April 28, 2020. Early Voting by personal appearance will be conducted in the Office of the Elections Department, located on the 8th floor of the Health and Human Services Building, Dallas County Elections Department, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas 75202 and at other locations so designated by the Dallas Council Elections Administrator.

**SECTION 7:** The Early Voting Clerk shall process all applications for early voting by mail. Applications for ballot by mail shall be mailed to: Dallas County Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas 75202. The last day to receive an application from a voter in person for a ballot to be voted by mail is the close of business on Friday, April 17, 2020.

**SECTION 8:** Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election. Returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for each voting for said election.

**SECTION 9:** The City Secretary will provide the Statement of Elected Officials to candidates who appear to have won or may win, on Monday, May 11, 2020. Pursuant to Home Rule Charter, Tuesday, May 12, 2020 at 5:00 p.m. has been set as the date of the Official Canvass. Mayor Joe Chow or a designated representative will provide the Oath of Office after the Official Canvass has been conducted. The City Secretary is directed to record results in the Election Register as soon as practical after the Canvass.

**SECTION 10:** The City Secretary is directed to transmit election results by city precinct in electronic form to the Secretary of State on or before Monday, June 1, 2020.

**SECTION 11:** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance is held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 12:** It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

**SECTION 13.** That this Ordinance shall become effective from and after its passage as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 14<sup>th</sup> day of JANUARY 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

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Brenda N. McDonald, City Attorney