



**REGULAR MEETING  
OF THE CITY COUNCIL**

**April 12, 2022**

**ADDISON TREEHOUSE**

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001  
6:30 PM EXECUTIVE SESSION & WORK SESSION  
7:30 PM REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct a Regular Meeting on Tuesday, April 12, 2022 at the Addison TreeHouse. A quorum of the governing body will be physically present at the foregoing location. Seating for the public will be available using CDC recommended social distancing measures. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may be sent to: [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683; Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at: [www.addisontexas.net](http://www.addisontexas.net).

---

**Call Meeting to Order**

---

**Pledge of Allegiance**

---

## **EXECUTIVE SESSION**

Closed (Executive) Session of the Addison City Council pursuant to:

Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Discuss master developer proposals for the Town's Transit Oriented Development Project

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

---

## **WORK SESSION**

1. Present and Discuss the **Council Calendar for May 2022.**
2. Present and Discuss the **Town's Master Developer Selection Process and the Selected Master Developer for the Transit-Oriented Development Project in the Addison Circle Area.**

---

## **REGULAR MEETING**

---

**Announcements and Acknowledgments Regarding Town and Council Events and Activities**

**Discussion of Meetings / Events**

---

### **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.

---

### **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.

3. Consider Action on the **Minutes from the March 22, 2022 Regular City Council Meeting.**
  
4. Consider Action on a **Resolution Approving a Memorandum of Understanding (MOU) Between the Town of Addison and Co-Developers AMLI Residential and Stream Realty Adopting a Master Concept Plan and General Development Terms for the Addison Circle Area Transit Oriented Mixed-Use Development Project; Providing for Negotiation of Various Definitive Agreements that Will Set Forth the Specific Obligations of the Parties with Regard to the Project; and Authorizing the City Manager to Execute the MOU.**
  
5. Consider Action on a **Resolution Approving a Contract Agreement with J.B. & Co., LLC for the Winnwood Road Bridge Class Culvert Outlet Armoring Project and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$268,270.
  
6. Consider Action on a **Resolution Approving Contract Services Agreements with North Texas Contracting, Inc. and Rey Mar Construction, LLC for On-Call Water and Sewer Line Repairs, Replacement and Rehabilitation Services (Bid Number 22-42) and Authorizing the City Manager to Execute the Agreements** in a Total Amount Not to Exceed \$150,000.
  
7. Consider Action on a **Resolution Approving a Professional Services Agreement with Hydromax USA for Annual On-Call Fire Hydrant Auditing, Inspecting, and Testing Services and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$45,654 Plus a Contingency in an Additional Amount of \$15,000.

---

---

## Regular Items

8. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Rezoning a 3.2-Acre Property Located at the Southeast Corner of Addison Road and Airport Parkway, from Commercial-2 (C-2) to Planned Development (PD) District with modified Urban Center (UC) District standards, to allow a Multifamily Development Comprised of a Maximum of 287 Dwelling Units and Live/Work Units, and Approximately 5,000 Square Feet of Future Retail Space, and to Approve Related Development Plans.** Case 1843-Z/JPI Addison Heights.
  
9. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Benihana, a Restaurant Located at 5000 Belt Line Road, Suite 600, in Order to Exceed the Maximum Letter Height for Attached Premise Signs.** Case MR2022-04/Benihana.
  
10. Present. Discuss, and Consider Action on a **Resolution Approving a Project Specific Agreement for Asphalt Repair Along Approximately Two Miles of Addison Road Between the Northern Dallas County Limit and Arapaho Road in Conformance with the Master Interlocal Agreement Between the Town of Addison and Dallas County for the Joint Funding of Transportation Improvements Within the City; Providing for a Total Project Budget of Approximately \$993,000 to be Jointly Paid by the City and Dallas County; Authorizing the City Manager to Execute the Agreement for the Receipt of Funding** in an Amount Not to Exceed \$496,500.

---

---

## Adjourn Meeting

---

---

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

decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

---

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

---

POSTED BY: \_\_\_\_\_  
Irma G. Parker, City Secretary

DATE POSTED: Friday, April 8, 2022

TIME POSTED: 5:30 pm

DATE REMOVED FROM BULLETIN BOARD: \_\_\_\_\_

REMOVED BY: \_\_\_\_\_

**Council Meeting**

1.

**Meeting Date:** 04/12/2022

**Department:** City Secretary

---

**AGENDA CAPTION:**

Present and Discuss the **Council Calendar for May 2022.**

**BACKGROUND:**

At the March 22nd City Council meeting the City Secretary presented a proposed planning/meeting calendar for the months of April through September 2022. The proposed calendars were approved with the exception of the month of May. Council request Town Staff look for alternative meeting dates, other than those that were presented, due to the unavailability of some Council Members for the proposed dates. Staff will review updated meeting options with the Council for the month of May.

**RECOMMENDATION:**

Staff requests direction from Council.

---

## Council Meeting

2.

**Meeting Date:** 04/12/2022

**Department:** City Manager

**Pillars:** Innovative in Entrepreneurship & Business  
Optimize the Addison Brand

**Milestones:** Economic development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development

---

### **AGENDA CAPTION:**

Present and Discuss the **Town's Master Developer Selection Process and the Selected Master Developer for the Transit-Oriented Development Project in the Addison Circle Area.**

### **BACKGROUND:**

With rail service slated to begin in 2024 on DART's new Silver Line, the Town of Addison has initiated a significant mixed-use, transit-oriented development project, in the vicinity of the DART's Addison Transit Center. To be built on land owned by both Addison and DART, the project represents a major opportunity to leverage the benefits of transit and a superior location to create a unique urban environment to attract jobs and corporations, restaurants and shops, and new residents.

The project is the culmination of the Town's years of preparation to expand the urban neighborhood and amenities of Addison Circle and Addison Circle Park through strategic acquisition of land around the DART station and planning efforts such as the Addison Circle Special Area Study, adopted in 2018.

### The Vision

The 2018 Addison Circle Special Area Study envisioned the creation of a distinctive and creative regional destination linking the DART rail station with Addison Circle Park and combining a mix of non-residential and residential uses and urban densities appropriate for the location and compatible with the surrounding uses. The special area study's guiding principles are intended to result in enhanced support for the town's tax base, economic development and tourism activities, and special events, and include:

- Seamless pedestrian connections from the rail station to Addison Circle Park, utilizing interconnected plazas, trails, and open space

- Diversification of Addison's residential and non-residential development opportunities
- A positive economic impact on the Town
- Gateways to and connectivity with Addison Circle and Belt Line Road
- The use of open space, public art, and parks to create a distinctive place and character

## The Property

The Town and DART own approximately 18.5 acres of land bounded by Arapaho Road on the south, Addison Road on the west, Festival Way and Addison Circle Park on the north, and Quorum Drive/Spectrum Drive on the east.

The Town's 13+/- of vacant land is intended to be coupled with DART's 5.5 acres of land (currently home to the Addison Transit Center and a brick commercial building) to facilitate a large-scale master development that is controlled by the Town. The DART property will be leased to the Town for this development through a ground lease that will be executed between Addison and DART. In June 2021, the City Council approved an inter-local agreement with DART that stipulates the terms and conditions of the future ground lease. Additionally, the proximity of Addison Airport imposes height and noise restrictions that impact development on the western end of the property.

## Developer Selection Process

In 2020, the Town engaged Cushman and Wakefield to serve as real estate advisors and brokers for the project. In October of that year, City Council also appointed Councilmembers Braun, Quintanilla, and Walden to a Selection Committee to guide the solicitation of qualified developers through a Request for Proposals (RFP) process. The Selection Committee used the vision and guiding principles of the Addison Circle Special Area Study to determine the very basic requirements for any project that would be built on the property, these include:

- 300 shared parking spaces for special events
- Minimum building height of 6 stories
- Minimum residential density of 60 units per acre

The Selection Committee also worked to build a scoresheet, again based on the Addison Circle Special Area Study, to evaluate the responsiveness of each RFP submission to the Town's goals and objectives for a successful project. The project is intended to be financially beneficial to the town but also create a successful and dynamic mixed-use development that sets a new standard for the region, and the evaluation factors address both the desired quantitative and

qualitative aspects.

Financial evaluation factors included:

- Tax revenue generation (property, sales, and hotel/motel tax)
- Experience and financial capacity of the development team
- Financial transactions – the purchase price/ground lease value and non-refundable deposit for the Town's properties
- Estimated city incentives for the project

With DART as a key partner, several evaluation factors centered on mobility:

- The projected increase in DART ridership and shared parking
- Multiple connections to the DART station
- Walkability and pedestrian and bike connections to the larger area
- Accommodation of DART rail and bus activities

The third category of evaluation factors addressed the expansion of Addison as a premier regional destination:

- Imaginative development theme, mix of uses and high quality and distinctive architectural design
- Amenities such as landscaping, public spaces, and public art
- Density and height of buildings
- Integration with Addison Circle and potential expansion south toward Belt Line Road
- Environmental sustainability
- Increase in the residential population base

The Selection Committee approved the issuance of the RFP to solicit developers in April 2021. Five development teams responded, and after presentations by each group, the Selection Committee recommended two finalists for consideration by the entire City Council to proceed to the second phase of the RFP process. After a subsequent round of presentations by the finalists and careful consideration of their proposals, the City Council directed the City Manager to negotiate and prepare a Memorandum of Understanding (MOU) with the AMLI Residential/Stream Realty Partners team as the selected master developer.

### AMLI Residential/Stream Realty Partners Proposal

The AMLI Residential/Stream Realty Partners team proposed a three-phase mixed-use development with an estimated investment of \$472 million. It is anticipated that the construction would commence in the summer of 2023.

The team's proposal includes:

- Phase I – Stream will construct a six-story, 150,000 square foot office building, 9,000 square feet of retail, and a 625-space parking garage at the corner of Addison Road and Festival Way. Phase I will also include approximately 43,000 square feet of indoor/outdoor retail/entertainment space. AMLI will construct two multi-family buildings with retail space located on the first floors. The western building, at the southwest corner of Quorum Drive and Festival Way, will be thirteen stories in height and contain 250 units and 10,000 square feet of retail. The eastern building, at the northeast corner of Arapaho Road and Quorum Drive, will be seven stories in height with 450 units and 5,000 square feet of retail space. Spectrum Drive is proposed to be realigned to better accommodate this project. The total investment for Phase I of the project is estimated to be \$344 million.
- Phase II – Stream will construct an additional six-story 150,000 square foot office building and an 850-space parking garage on property ground leased from DART at the northwest corner of Quorum Drive and Arapaho Road. The garage will also contain parking for DART riders. This phase of the project contemplates potential changes to the Addison Transit Center to maximize both the development opportunity and better accommodate DART's rail and bus operations. The total investment for Phase II of the project is estimated to be \$104.2 million.
- Phase III – Stream will construct a 120-room boutique hotel at the northeast corner of Addison Road and Arapaho Road, again on DART's property. The hotel will share parking with the adjacent office building and DART station. The total investment for Phase III of the project is estimated to be \$23.5 million.

### Memorandum of Understanding

Given the current uncertainties in the office market and the belief that tenants in the office building are critical to creating the active mixed-use environment needed for the success of the residential, retail, and entertainment uses, the Town is proposing to provide incentives to accelerate the development and occupancy of the Phase I office building. The incentives proposed by the Town and the performance-based commitments by the master development team are captured in a Memorandum of Understanding (MOU).

Additionally, the MOU memorializes the selection of the AMLI Residential/Stream Realty Partners team as the Town's exclusive master developer for this project and guides the next steps and the various commitments that have been agreed to in principle by all parties to make this project a reality. The MOU addresses such topics as:



- The basic financial and Phase I incentive agreements between the Town of Addison and the AMLI Residential/Stream Realty Partners team for the project
- Contemplated obligations by each party for Phases II & III of the project
- Timelines for commencement and completion
- Authority for the development team to begin its necessary due diligence such as surveying and environmental and geotechnical testing
- Authority for the submission of a zoning application to rezone the property

Finally, the MOU will serve as the foundation for the other formal agreements that will be developed to govern this project. The additional agreements will be negotiated and finalized as part of the due diligence period and each agreement will require City Council consideration and approval. A summary of the deal points in the MOU can be found in the presentation that is attached to this agenda item and is also part of the agenda memo that is part of this Council Agenda specific to the MOU.

**RECOMMENDATION:**

Information only, no action required.

---

**Attachments**

Presentation – Transit-Oriented Development Master Developer Selection Process

---

# Memorandum of Understanding for Development Around the Addison Silver Line Station

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

**ADDISON**

## Preferred Development Partner

- The team of AMLI Residential/Stream Realty Partners has been chosen through a competitive RFP process as the master developer for land owned by the Town and DART around the Addison Silver Line rail station





# Addison Silver Line TOD Developer Selection

ADDISON



Addison Property

DART Property

ADDISON AIRPORT

ADDISON CIRCLE PARK

Dallas North Tollway  
TOLL

## The Vision

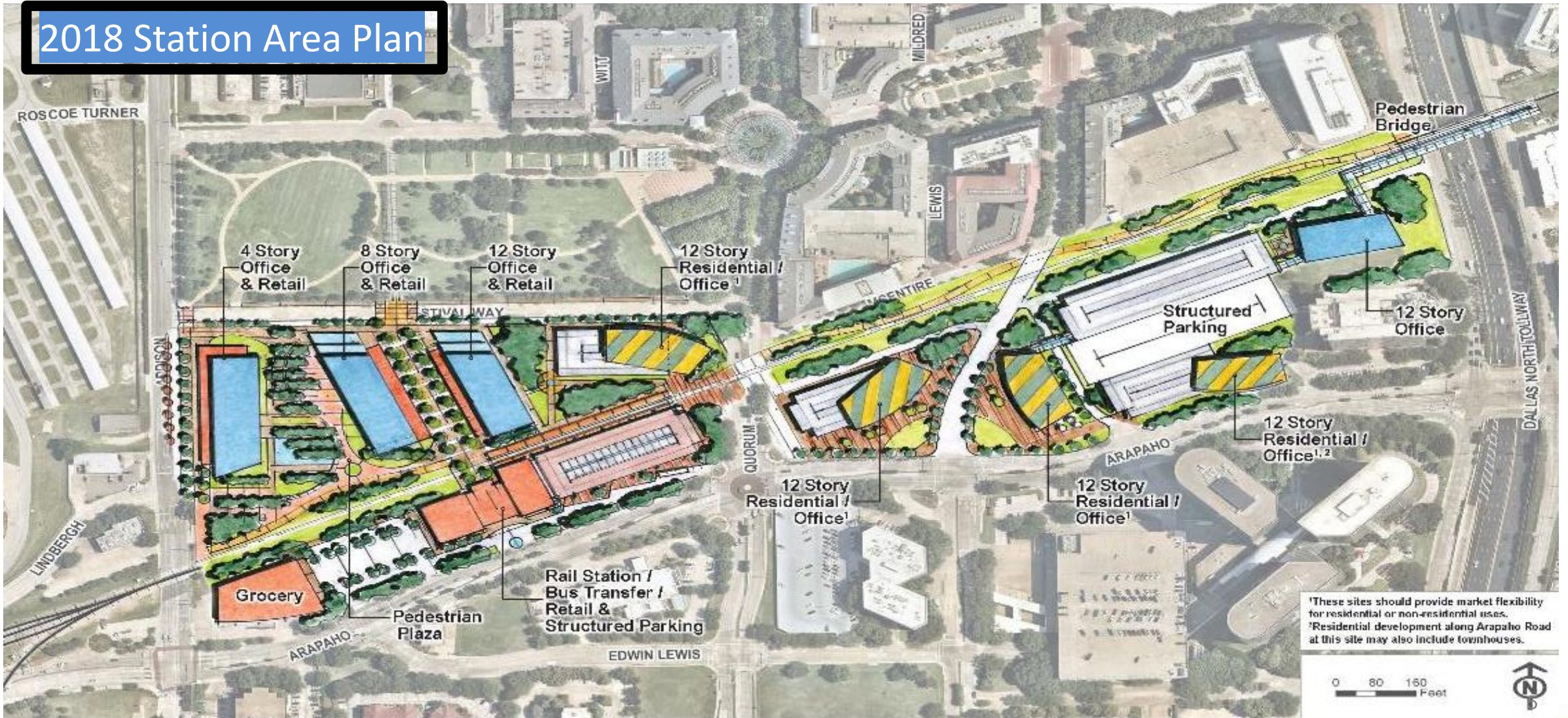
- Major step in the Town's vision to develop a distinctive and creative urban center to attract corporate offices, retail and restaurants and provide new residential options
- Town has strategically acquired properties in the area and worked with DART to include its property through a long-term ground lease
- Builds on the goals of the 2018 Special Area Study to expand the Addison Circle neighborhood, provide seamless connections from the rail station through Addison Circle Park and improve connectivity south to Belt Line Road



# Addison Silver Line TOD Developer Selection

ADDISON

## 2018 Station Area Plan





## Developer Selection and Request for Proposals (RFP) Process

- Engaged Cushman and Wakefield as real estate advisors and brokers
- Councilmembers Braun, Quintanilla and Walden appointed as a Selection Committee to guide the RFP process and make recommendations to the City Council
- Committee determined the RFP requirements, evaluation criteria and selection process



## Request for Proposals

### Basic Parameters

Based on the guidance and vision of the 2018 Special Area Study

- 300 Shared Parking Spaces for Special Events
- Minimum Building Height of 6 Stories
- Minimum Residential Density of 60 Units per Acre





## Evaluation Scoresheet

- Established both quantitative and qualitative factors based on the vision, urban design features and financial aspects important to the Town and DART
  - Financial Factors
  - Mobility Factors
  - Expand and Solidify Addison as a Premier Regional Destination

## **Financial Factors**

- Tax Revenue Generation
- Experience and Financial Capacity of Developer
- Financial Transaction – Purchase Price and Non-Refundable Deposit
- Estimated Incentives Needed from Town

## **Mobility**

- Increased DART Ridership
- Multiple Connections between Development and DART Station
- Walkability and Pedestrian/Bike Connections
- Shared Parking Spaces
- Accommodation of DART Rail and Bus Activities

## **Expand and Solidify Addison as a Premier Regional Destination**

- Imaginative Development Theme, Mix of Uses, High Quality and Distinctive Architecture
- Amenities (Landscaping, Hardscape, Lighting, Public Art)
- Project Density and Height
- Integration with Addison Circle and Expansion Southward
- Environmental Sustainability
- Increase in Residential Population Base

# Addison Silver Line TOD Developer Selection

ADDISON

## RFP Responses

- RFP issued in April 2021
- Five Development Team Responses
- Narrowed to Two Finalists for Second Phase
- City Council has selected the team of AMLI Residential/Stream Realty Partners as the preferred master developer



## **Phase I – Addison Road and Festival Way**

- Six-story 150,000 square foot Class A office building
- 9,000 square feet of retail space
- 625 space parking garage

## **Phase I – “The Hub” – Facing Addison Circle Park**

- Indoor-outdoor entertainment and dining venues oriented around a central green

## **Phase I – Quorum Drive, Festival Way and Arapaho Road**

- Two multi-family buildings
  - High rise: 13 stories and 250 units with 10,000 square feet of retail space
  - Mid rise: 7 stories and 450 units with 5,000 square feet of retail space

## **Phase II – DART Property at Quorum Drive and Arapaho Road**

- 6 story 150,000 square foot Class A office building integrated with an 850-space parking garage
- Contains structured parking for DART riders and contemplates potential reconfiguration of bus, rail, and other mobility operations

## **Phase III – DART Property at Addison Road and Arapaho Road**

- 120 room boutique hotel

## **Project Timeline**

- Construction commences in 2023
- Estimated project completion (all phases) in 2028



# Addison Silver Line TOD Developer Selection

ADDISON





# Addison Silver Line TOD Developer Selection





# Addison Silver Line TOD Developer Selection





# Addison Silver Line TOD Developer Selection

ADDISON



## **Memorandum of Understanding (MOU)**

- Authorizes the City Manager to continue negotiations exclusively with AMLI/Stream Realty Partners
- States the basic financial and incentive terms for the project
- Incentives are for Phase I of the project; additional requests may be made for subsequent phases
- Establishes timelines for commencement and completion
- Allows the developers to begin due diligence for the property including surveying and geotechnical and environmental testing

## **Project Financial Information and Town Incentives**

Phase I Cost -- \$344 million; All Phases -- \$472 million

### **Phase I – Stream Realty Partners Office Building and Parking Garage**

- Town dedicates 2.3 acres of land (estimated market value of \$2 million)
- Stream Realty Partners commissions a parking study to determine proper number of parking spaces
- Town contributes \$6 million for construction of the parking garage
- Parking spaces are available for retail customers and nights and weekends for Addison Circle activities and special events

## Phase I – Stream Realty Partners Office Building and Parking Garage

- Town commits to a 5-year lease for 60,000 square feet of space (40% of the building) at \$34.50 per square foot gross (\$2,070,000 per year)
- The lease obligation is reduced on a 50/50 basis until the obligation is removed when 120,000 square feet is leased
- Developer's off-site infrastructure obligation to not exceed \$500,000
- Development and building permit fees are capped at \$150,000

## Phase I – AMLI Residential Multi-Family Buildings

- AMLI ground leases 10 acres from the Town for 99 years under the following terms:
  - AMLI pays \$2 million in pre-paid ground rent
  - Initial annual ground rent of \$500,000 will be adjusted annually at no more than 3% on a non-cumulative basis
  - Ground rent is reset after 10 years, then every 15 years based on the appraised value of land and improvements



## **Phase I – AMLI Residential Multi-Family Buildings**

- AMLI commissions a Master Streetscape Plan for the general Addison Circle area
- Town funds any off-site infrastructure and streetscape improvement costs identified in the Master Streetscape Plan exceeding \$1 million
- To maintain the quality of the development, after 10 years the Town will provide an off-set in ground rent for improvements that exceed \$1 million, once every 10 years
- Town waives development and building permit fees over \$250,000
- AMLI contributes \$200,000 to the Addison Arbor Foundation to fund public art in the rights-of-way and public spaces



## **Phase I – “The Hub” Retail, Restaurant and Entertainment Venue**

- Land is included in the AMLI ground lease
- Town will reimburse up to \$1.5 million for public infrastructure costs
- Town will provide a Chapter 380 sales tax sharing arrangement, capped at \$1.5 million or 10 years, whichever occurs first
- Sales tax will be shared at 75% for the developer and 25% for the Town based on actual sales tax receipts

## **Phases II and III – Office Building, Parking Garage and Hotel on DART Property**

- Town incentives (if any) will be negotiated for Phases II and III in the future and based on the market dynamics and timeframe to develop at that time
- Subject to DART approval, rail and bus transit operations will be incorporated into the new development, for which Stream currently commits to a \$160,000 contribution, with definitive construction costs to be determined in future agreements
- Town, DART and Stream Realty Partners enter into a perpetual parking agreement that provides public parking for DART riders and retail patrons during the day and parking on nights and weekends and for special events

## Other Provisions of the MOU

- A transfer fee of 25 basis points payable to the Town will be assessed on all subsequent sales of the property or improvements at the seller's expense
- DART's property will be subleased in accordance with the approved Interlocal Agreement
- The due diligence period ends on December 15, 2022 or when subsequent definitive agreements have been executed.
- The schedule for completion of all phases of the development are defined and may be modified or extended only by mutual agreement

## Town's Participation – Stream, AMLI and The HUB

### Phase I Incentive Requests (Estimated Value)

Office Land Contribution (2.3 acres)	\$ 2,000,000
Office Lease Commitment (Potential Cost over 5 years)	\$10,350,000
Office Parking Garage Contribution	\$ 6,000,000
Public Infrastructure Costs (The Hub)	\$ 1,500,000 reimbursement (if needed)*
Sales Tax Rebate (The Hub)	\$ 1,500,000 cap
Permit Fee Waivers (Developers Pay \$519,576)	\$ 1,560,302
<b>Total</b>	<b>\$22,910,302</b>

\*The Town may have additional off-site infrastructure costs (TBD) for the office and multi-family that exceed the developers' commitment of \$1.5 million.

## Next Steps – 12-18 Months

- Developer begins site investigations and engineering/architectural studies
- Town and developer negotiate terms of financial transactions, development agreements, draft property sublease, economic development incentives and other definitive agreements
- Development team starts the rezoning process



QUESTIONS?

**Council Meeting**

**3.**

**Meeting Date:** 04/12/2022

**Department:** City Secretary

---

**AGENDA CAPTION:**

Consider Action on the Minutes from the March 22, 2022 Regular City Council Meeting.

**BACKGROUND:**

The minutes for the March 22, 2022 City Council Regular Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Minutes - March 22, 2022

---

# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 22, 2022

6:30 p.m. Executive Session & Work Session  
7:30 p.m. Regular Meeting

Addison TreeHouse  
14681 Midway Rd., Addison, TX 75001

The Addison City Council conducted its Regular Council Meeting on Tuesday, March 22, 2022, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at [www.addisontexas.net](http://www.addisontexas.net)

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

---

**Call Meeting to Order:** Mayor Chow called the meeting to order.

---

**Pledge of Allegiance:** Mayor Chow led the Pledge of Allegiance

---

### EXECUTIVE SESSION

**Closed (Executive) Session of the Addison City Council pursuant to:**

- **Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate**



**the offer of a financial or other incentive to such business prospect or business prospects:**

- Discuss master developer proposals for the Town's Transit Oriented Development Project

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 6:31 p.m.

**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.**

Mayor Chow reconvened the City Council into Open Session at 7:17 p.m.

Deputy Mayor Pro Tempore Walden read the following prepared statement into the record:

*For more than three decades the Town has been anticipating the arrival of DART rail service in Addison. In preparation for its arrival, the Town has been accumulating property and planning for how that property might be used as part of a transit-oriented development.*

*In 2018, the City Council adopted a plan that identified the vision and development principles for the property surrounding the contemplated DART rail stop.*

*In 2020, the Town hired Cushman and Wakefield to serve as real estate advisors for the process that would select a master developer to make the Council's vision a reality.*

*In October of 2020, City Council also appointed Council Members Braun, Quintanilla and Walden to serve with Town staff and Cushman and Wakefield on a Selection Committee to guide the solicitation of qualified developers through a Request for Proposal (RFP) process.*

*In April 2021 an RFP was released to the development community. Ultimately five development teams submitted proposals. After review of all five proposals, the Selection Committee recommended that the City Council narrow the candidates to two finalists that would further refine and submit development concepts for consideration.*

*As a result of this extensive selection process, the City Council is prepared to narrow the finalist pool to a lone finalist and direct the City Manager to negotiate a memorandum of understanding outlining the initial terms that will govern the relationship between the Town and the master developer team.*

*Once a memorandum of understanding is complete, it will be presented to the City Council for consideration and approval. At the time the memorandum of understanding is presented to the Council a more comprehensive review of the overall developer selection process will be presented to the public.*

*While we would ideally prefer to present this information publicly earlier in the process, the reality is that the nature of these types of real estate negotiations make it difficult to share information publicly and maintain an effective negotiation position for the Town.*

**MOTION:** Deputy Mayor Pro Tempore Paul Walden made the following motion ‘to advance the AMLI/Stream Development Team as the lone finalist to become the Master Developer for the Town’s Transit-Oriented Development Project for the Addison Circle area subject to the successful negotiation of the definitive agreements that will govern the project. Further, I move to direct the city manager to negotiate a Memorandum of Understanding between the Town and AMLI/Stream Development Team that will set forth the terms and conditions of those agreements.’ Council Member Tom Braun seconded motion. Motion passed unanimously.

---

## WORK SESSION

### 1. Present and Discuss the Council Calendar for April through September 2022.

City Secretary Parker reviewed the monthly calendars for Council meeting dates and planned special events through September. The mayor and council members provided dates of their scheduled vacation dates in May which may affect the canvass and second Tuesday meetings in May. The calendar is shown as follows:

DATE	MEETING/EVENT
April 12, 2022	City Council Meeting
April 14, 2022	Spring Town Meeting
April 19, 2022	Planning & Zoning Commission Meeting
April 26, 2022	City Council Meeting
May 7, 2022	General Election
May 10, 2022	City Council Meeting * (may be re-scheduled)
May 17, 2022	Planning & Zoning Commission Meeting
May 19, 2022	(Proposed) Council Orientation * (may be re-scheduled)
May 24, 2022	City Council Meeting * (may be re-scheduled)
May 30, 2022	Memorial Day Holiday - Offices will be closed in observance of this holiday
June 7, 2022	Strategic Planning Meeting
June 14, 2022	City Council Meeting
June 21, 2022	Planning & Zoning Commission Meeting
June 28, 2022	City Council Meeting
July 4, 2022	July 4 <sup>th</sup> Holiday - Offices will be closed in observance of this holiday
July 12, 2022	City Council Meeting
July 19, 2022	Planning & Zoning Commission Meeting
July 26, 2022	<b>City Council Meeting - CANCELLED</b>
August 3-4, 2022	FY 2023-24 Budget Meeting
August 9, 2022	City Council Meeting
August 16, 2022	Planning & Zoning Commission Meeting
August 23, 2022	City Council Meeting
September 5, 2022	Labor Day Holiday – Offices will be closed in observance of this holiday
September 6, 2022	Special City Council Meeting
September 13, 2022	City Council Meeting
September 20, 2022	Planning & Zoning Commission Meeting
September 27, 2022	City Council Meeting

City Manager Wes Pierson advised that the meeting dates for May will be reviewed, and a final decision will be made later regarding the second May Council meeting as well as the date for the

Election Canvas. Mayor Chow recommended that this planning calendar be shared with the 2022 General Election Candidates to assist with their summer vacation plans.

---

## REGULAR MEETING

---

### 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.*

City Secretary Parker advised that no citizens had requested to address the City Council.

---

**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.*

2. **Consider Action on the Minutes from the March 8, 2022 Regular City Council Meeting.**
3. **Consider Action on a Resolution Approving a Professional Engineering Services Agreement with McKinstry Essention, LLC for Construction Management Services for Projects at the Addison Police Headquarters and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$104,074.**
4. **Consider Action on a Resolution Approving a Contract Parking Services Agreement with Cornerstone Parking Group for Special Events Parking (Bid #22-83) in an Amount Not to Exceed \$57,000, Plus an Annual Contingency Amount Not to Exceed \$10,000 and Authorize the City Manager to Execute the Agreement.**
5. **Consider Action on a Resolution Approving an Entertainment Agreement Between the Town of Addison and SPJ Productions LTD for the Personal Services of Musicians and Authorizing the City Manager to Execute the Contract in an Amount Not to Exceed \$130,000.**
6. **Consider Action on a Resolution Approving an Economic Development Program Grant Agreement with Aerospace Quality Research and Development, Inc. (d/b/a AQRD) and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$70,000.**

7. **Consider Action on a Resolution Approving a Construction Services Agreement with North Rock Construction, LLC for Redding Trail Drainage and Amenity Improvements, Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$453,579.34 and Establishing a Project Budget in an Amount Not to Exceed \$585,129.34.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion.

Mayor Pro Tempore Quintanilla requested Item 7 be pulled from the Consent Agenda so that staff may provide a presentation.

**MOTION:** Council Member Braun moved to approve Consent Agenda Items 2, 3, 4, 5, and 6 as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

\*\*\*\*\* *Consent Item 7* \*\*\*\*\*

Jana Tidwell, Director of Parks and Recreation, presented this item. She reviewed that in May of 2021, a professional service agreement with Parkhill was authorized for engineering services for proposed drainage improvements along the Redding Trail in the amount of \$48,000. The proposed drainage improvements include grading for a drainage swale, construction of a concrete pilot channel, and landscape restoration within the segment of the Redding Trail Corridor that is adjacent to Canot Lane. Funds were allocated for this project in the Fiscal Year 2022 Stormwater Fund budget.

Ms. Tidwell advised that also in May of 2021, a second professional service agreement with Parkhill was authorized to provide landscape architecture services related to proposed amenity improvements along the Redding Trail in the amount of \$13,550. The proposed amenity improvements include the replacement of wood timber retaining walls with a modular concrete wall system, replacement of concrete pavers at two seating areas with clay pavers, replacement of existing wood benches and refurbishment of the landscape around the seating nodes. Funds for the proposed amenity improvements were approved by voters in the 2019 Bond Election and are included in the FY2022 budget.

The drainage and amenity improvements were issued for competitive sealed proposal on Periscope on January 13, 2022. Proposals for the Drainage Improvements are identified in the plans and specifications as Package One and proposals for the amenity improvements are identified as Package Two. Two proposals were received on February 8, 2022 and the tabulation of those bids is shown in the table below. Package Two, for the amenity improvements, originally included two alternate bid items for the construction of a concrete slab for an outdoor fitness court and the installation of the fitness equipment at Les Lacs Park. On March 8th, Council directed staff to locate the outdoor fitness court at Vitruvian Park therefore, the alternate bid items are not provided in the bid tabulation.



<b>REDDING TRAIL DRAINAGE AND AMENITY IMPROVEMENTS BID TABULATION</b>		
<b>Contractor</b>	<b>North Rock Construction</b>	<b>Procure Services</b>
Package One - Drainage Improvement Project	\$283,394.70	\$252,296.52
Package Two - Amenity Improvement Project	\$170,184.64	\$173,886.98
<b>Total Combined Projects Bid Amount</b>	<b>\$453,579.34</b>	<b>\$426,183.50</b>
Length of Construction (Calendar Days)	90	88

Staff and Parkhill scored the proposals using information supplied by the contractors. The evaluation criteria and results are shown in the table that follows:

	<b>North Rock Construction</b>	<b>Procure Services</b>
Proposed Contract Price (50 points)	43.8	50
Previous Experience with Similar Projects (25 points)	25	13
Proposed Construction Schedule / Sequencing (10 points)	10	10
Proposed Construction Time (15 points)	15	15
<b>Total Score</b>	<b>93.8</b>	<b>87.5</b>

Ms. Tidwell advised that while their proposed project cost is slightly higher, staff and the consultant believe North Rock Construction's experience and positive references make them a better partner for this project. Staff requests Council consider approval of the contract with North Rock Construction for Package One and Package Two, include a project contingency in the amount of \$70,000, and establish a total project budget of \$585,129.34. Package One has an allocated contingency amount of \$45,000 and the remaining \$25,000 of the contingency is allocated for Package Two. Both proposed packages are below their respective budgets of \$330,000 for Package One and \$200,000 for Package Two.

Ms. Tidwell added that additional time has been built into the construction schedule so that a meeting with adjacent property owners may be held.

**MOTION:** Mayor Pro Tempore Quintanilla moved to approve Consent Agenda Item 7. Council Member Wheeler seconded the motion. Motion carried unanimously.

**Resolution No. R22-015:** Construction Management Services Agreement- McKinstry Essention, LLC

**Resolution No. R22-016:** Parking Services Agreement-Cornerstone Parking Group

**Resolution No. R22-017:** Entertainment Agreement - SPJ Productions LTD

**Resolution No. R22-018:** Economic Development Program Grant Agreement – Aerospace Quality Research and Development, Inc. (dba AQRD)

**Resolution No. R22-019:** Redding Trail Drainage & Amenity Improvements Construction Services Agreement - North Rock Construction

---

## **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

## Council Meeting

4.

**Meeting Date:** 04/12/2022

**Department:** City Manager

**Pillars:** Innovative in Entrepreneurship & Business  
Optimize the Addison Brand

**Milestones:** Economic development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development

---

### **AGENDA CAPTION:**

Consider Action on a **Resolution Approving a Memorandum of Understanding (MOU) Between the Town of Addison and Co-Developers AMLI Residential and Stream Realty Adopting a Master Concept Plan and General Development Terms for the Addison Circle Area Transit Oriented Mixed-Use Development Project; Providing for Negotiation of Various Definitive Agreements that Will Set Forth the Specific Obligations of the Parties with Regard to the Project; and Authorizing the City Manager to Execute the MOU.**

### **BACKGROUND:**

For more than three decades the Town of Addison has been anticipating the arrival of DART rail service in Addison. In preparation for its arrival, the Town has been acquiring property near the station and planning its use as part of a major transit-oriented development project. In 2018, the City Council adopted a plan that identified the vision and development principles for the property surrounding the contemplated DART rail stop and including DART's property as well. To begin implementation of that vision,

- In 2020, the Town hired Cushman and Wakefield to serve as real estate advisors for the process that would select a master developer.
- In October of 2020, the City Council also appointed Councilmembers Braun, Quintanilla, and Walden to serve with Town staff and Cushman and Wakefield on a Selection Committee to guide the solicitation of qualified developers through a Request for Proposals (RFP) process.
- In April 2021 an RFP was released to the development community.
- In June 2021, the City Council approved an Interlocal Agreement with DART to include its station area property in the development.

Ultimately five development teams submitted proposals. After review of all five proposals, the Selection Committee recommended that the City Council narrow the candidates to two finalists that would further refine and submit development

concepts for consideration.

At its March 22, 2022, meeting, the City Council made a motion to advance the development team of AMLI Residential and Stream Realty Partners (Master Developer Group) as the lone finalist to become the master developer for the Town's transit-oriented development project in the Addison Circle area, subject to the successful negotiation of the final development agreements that will govern the project. The Council also directed the City Manager to negotiate a Memorandum of Understanding (MOU) between the Town and Master Developer Group that outlines important terms and conditions that will be part of the final agreements.

Given current uncertainties in the office market and the belief that tenants in the office building are critical to creating the active mixed-use environment needed for the success of the residential, retail, and entertainment uses, the Town is proposing to provide incentives to accelerate the development and occupancy of the Phase I office building. The incentives proposed by the Town and the performance-based commitments by the master development team are captured in a Memorandum of Understanding (MOU).

### The Memorandum of Understanding

The MOU for consideration by the City Council memorializes the selection of the AMLI Residential/Stream Realty Partners team as the Town's exclusive master developer for this project and guides the next steps and the various commitments that have been agreed to in principle by all parties. The MOU addresses such topics as:

- The basic financial and Phase I incentive agreements between the Town of Addison and the AMLI Residential/Stream Realty Partners team for the project
- Contemplated obligations by the parties for Phases II & III of the project
- Timelines for commencement and completion
- Authority for the development team to begin its necessary due diligence such as surveying and environmental and geotechnical testing
- Authority for the submission of a zoning application to rezone the property

Several subsequent development and economic incentive agreements will also be required along with a sub-lease of DART's property.

### MOU Details

The following deal points are outlined in the MOU:

Transfer Fee Paid to Addison – A transfer fee of 25 basis points, paid by the

seller, will be assessed on all sales of the property and/or improvements following the initial sale/lease of the properties, in perpetuity.

#### Phase I -- Stream Realty Partners Office Building and Parking Garage

- Addison will contribute 2.3 acres of land at an estimated market value of \$2 million.
- Addison will contribute \$6 million to the cost of a 625-stall parking garage at an estimated value of \$15.6 million (\$25,000 per stall) to provide public parking.
- Stream will commission a parking study (cost up to \$25,000) to determine the proper number of parking spaces.
- Addison and Stream will enter into an agreement for free public parking for retail patrons and for the general Addison Circle/Addison Circle Park area for nights, weekends and special events.
- Addison will commit to a 5-year lease for 60,000 square feet of space (40% of the building) at \$34.50 per square foot gross (\$2,070,000 per year). As the building attracts tenants, the lease obligation is reduced on a 50/50 basis until the obligation is removed entirely when 120,000 square feet has been leased.
- Development and building permit fees will be capped at \$150,000.
- Stream's off-site infrastructure costs will not exceed \$500,000.

#### Phase I – AMLI Residential Multi-Family Buildings with First Floor Retail

- AMLI will ground lease approximately 10 acres from Addison for 99 years under the following terms:
  - Addison receives pre-paid ground rent of \$2 million, which will be credited toward future ground rent.
  - The initial annual ground rent is \$500,000, which will be adjusted annually based on the Consumer Price Index (CPI) at no more than 3% on a non-cumulative basis. The ground rent will be reset 10 years after the rent commencement date, with subsequent resets every 15 years. The ground rent at each reset shall be calculated at 4% of the land value. Land and improvements will be appraised, and the land value shall not exceed 6% of the total fair market value of the improvements and land.
  - Ground rent commences the earlier of 48 months from construction start of AMLI Phase 1 or 30 days after the final Certificate of Occupancy is issued for the last apartment unit.
- AMLI will commission and fund a Master Streetscape Plan for the retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Belt Line Road.
- AMLI will contribute \$1 million to infrastructure costs contemplated by the



### Master Street Scape Plan.

- Addison will fund any off-site infrastructure costs exceeding \$1 million.
- Development and building permit fees will be capped at \$250,000.
- AMLI will contribute \$200,000 to the Addison Arbor Foundation upon the issuance of a building permit to fund public art in the rights-of-way and public spaces within the development.
- To maintain the quality of the development, after 10 years AMLI will have the right, with the Town's approval to off-set the cost of certain capital improvements in excess of \$1 million against future ground lease rent. The off-set is allowed once every 10 years, and the off-set shall not exceed the annual ground rent for the property.

### Phase I – “The Hub” Retail, Restaurant and Entertainment

- Addison will reimburse up to \$1.5 million for public infrastructure costs
- Addison will provide a Chapter 380 sales tax sharing arrangement that will be capped at \$1.5 million or 10 years, whichever occurs first. The sales tax generated by the project would be shared at 75% for the developer and 25% for the Town and paid on actual sales tax receipts.

### Phase II – Stream Office and Parking Garage on DART Property

- Stream will sublease the property from the Town as required in the Interlocal Agreement approved with DART.
- All ground rent will be abated until one year after substantial completion of the Phase II Class A office tower.
- Incentives (if any) requested by the developer will be negotiated prior to commencement of the project.
- Subject to DART approval, rail and bus operations will be incorporated into the new development, for which Stream currently commits to a \$160,000 contribution, with definitive construction costs to be determined in future agreements.
- DART, Addison and Stream will enter into a parking agreement allowing free public parking for retail patrons during the day and the Addison Circle/Addison Circle Park area and for special events.

### Phase III – Hotel on DART Property

- Stream will sublease the property from the Town as required in the Interlocal Agreement approved with DART.
- Incentives (if any) requested by the developer will be negotiated prior to commencement of the project.

### Summary of Proposed Town Incentives and Participation – Phase I Estimate

Office Land Contribution (2.3 acres)	\$ 2,000,000
Office Lease Commitment (Potential Cost over 5 years)	\$10,350,000
Office Parking Garage Contribution	\$ 6,000,000
Public Infrastructure Costs (The Hub)	\$1,500,000 reimbursement (if needed) *
Sales Tax Rebate (The Hub)	\$ 1,500,000 cap
Permit Fee Waivers (Developers Pay \$519,576)	\$ 1,560,302
<hr/>	
Total	\$22,910,302

\*While not anticipated at this time, the Town could have additional off-site infrastructure costs for the office and multi-family that exceed the developers' commitment of \$1.5 million.

Throughout this process, Town staff has identified funding sources that are largely generated by the project itself (i.e., ground lease payments, sales tax, etc.) or has been previously authorized for purposes related to this type of project (i.e., 2012 Bond Funding for a parking structure) to meet the obligations outline in the MOU. Staff will formalize the financing plan during the due diligence period and present the plan to the City Council and community as the definitive agreements are brought forward for City Council consideration and approval.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Memorandum of Understanding Between the Town and Co-Developers AMLI Residential and Stream Realty

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ADDISON AND CO-DEVELOPERS AMLI RESIDENTIAL AND STREAM REALTY ADOPTING A MASTER CONCEPT PLAN AND GENERAL DEVELOPMENT TERMS FOR THE ADDISON CIRCLE AREA TRANSIT ORIENTED MIXED-USE DEVELOPMENT PROJECT; PROVIDING FOR NEGOTIATION OF VARIOUS DEFINITIVE AGREEMENTS THAT WILL SET FORTH THE SPECIFIC OBLIGATIONS OF THE PARTIES WITH REGARD TO THE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOREGOING MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 2018 Special Area Study commissioned by the City Council envisioned the creation of a distinctive and creative regional destination linking the new DART Silver Line rail station with Addison Circle Park, combining a mix of non-residential and residential uses and urban densities appropriate for the location and compatible with Addison Circle and the surrounding area; and

**WHEREAS**, in 2020, the City Council engaged Cushman and Wakefield to assist the City in creating a master development concept for the Addison Circle area consistent with the vision set forth in 2018 Special Area Study; and

**WHEREAS**, in April 2021, the City Council issued a formal Request for Proposals (“RFP”) soliciting proposals from qualified developers that included a conceptual development plan for the project consistent with the City’s vision; and

**WHEREAS**, the City Council has, after careful consideration, determined that the proposal for the project submitted by co-developers AMLI Residential and Stream Realty provides a master concept plan that best represents the City’s vision for project, providing for a first-class mixed-use development to be constructed in three phases with a minimum investment of \$472,000,000; and

**WHEREAS**, the City Council therefore desires to authorize execution of a memorandum of understanding between the Town of Addison and co-developers AMLI Residential and Stream Realty setting forth the conceptual master development plan for the project and authorizing the City Manager to enter into exclusive negotiations with co-developers to finalize the definitive agreements setting forth the specific development terms for the project.

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

**SECTION 1.** The City Council hereby approves the Memorandum of Understanding between the Town of Addison and Co-Developers AMLI Residential Partners, LLC and Stream Realty Acquisition, L.L.C. for the Addison Circle Area Transit Oriented Development Project (the

“MOU”), a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the MOU.

**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 **APRIL 2022**.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

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

# EXHIBIT A

## MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ADDISON, AMLI RESIDENTIAL, AND STREAM REALTY FOR THE ADDISON CIRCLE AREA TRANSIT ORIENTED DEVELOPMENT PROJECT

This Memorandum of Understanding (“MOU”) is effective as of April 12, 2022 (the “Effective Date”) between the Town of Addison, Texas (“City”), and AMLI Residential Partners, LLC (“AMLI”) and Stream Realty Acquisition, L.L.C. (“Stream”) as co-developers, collectively referred to herein as (“Co-Developers”) (each a “party” and collectively the “parties”), acting by and through their authorized representatives.

### RECITALS

WHEREAS, the parties desire to enter into this MOU to engage in negotiations related to a proposed mixed-use development within the City that will create a first-class regional destination by extending Addison Circle to the new DART Silver Line rail station (the “Project”); and

WHEREAS, the purpose of this MOU is to set forth the general understanding of the parties with regard to the Project and the terms and conditions of the Definitive Agreements that will ultimately govern the development of the Project.

NOW, THEREFORE, in consideration of the expressions of intent and representations set forth herein, the parties agree as follows:

#### 1. PROJECT DESCRIPTION

1.1. Master Concept Plan. The Project will be a transit-oriented (herein “TOD”), mixed-use development consisting of three (3) phases that will be developed in general conformance with the formal proposal submitted by Co-Developers, including all agreed amendments thereto (the “Proposal”), and the Master Concept Plan attached as Exhibit A to this MOU (the “Master Concept Plan”), subject to the terms, covenants, and conditions contained in the Definitive Agreements (defined herein). It is acknowledged and agreed by City and Co-Developers that the Master Concept Plan is conceptual in nature and subject to modification upon mutual agreement of the parties prior to execution of the Definitive Agreements.

1.2. Project Improvements. The completed Phase 1 of the Project will, at a minimum, include the following improvements: (i) Class A office building, (ii) Class A residential high-rise facilities, (iii) high-quality food and beverage facilities, (iv) outdoor park and open space activation features, (vii) upgraded hardscapes, landscapes and pedestrian areas, (viii) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The completed Phases 2 & 3 of the Project will, at a minimum include the following improvements: (i) Class A office building, (ii) a DART transit station and associated parking, (iii) a boutique hotel, (iv) upgraded hardscapes, landscapes and pedestrian areas, (v) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to negotiation of deal terms between the Parties, City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The minimum required improvements described in this section are collectively referred to herein as the “Improvements”.

1.3. Project Administration. Co-Developers will be generally responsible for Project administration and agrees that it will finance, design, develop, construct and market the Project in



conformance with this MOU and the Definitive Agreements. Co-Developers will be required to consult with City regarding the administration of the Project in conformance with the terms of the Definitive Agreements.

1.4. Minimum Developer Investment; Incentives. The parties anticipate that the Project will be developed in three (3) phases with a total development cost of not less than \$472,000,000, including a minimum investment of \$344,000,000 by Co-Developers in phase 1 of the Project (inclusive of incentives), as more particularly described in Section 2 of this MOU. For all purposes of this MOU, the minimum investment amount includes hard construction costs as well as soft costs attributable to the Project (including design costs, development fees, feasibility studies, legal costs, permitting, contributions, incentives, operating deficit reserves, internal financing and fees). The parties acknowledge that maintaining the agreed minimum investment in the Project is essential to the successful development of the Project and shall be a condition precedent to City's obligation to provide the various public incentives set forth in this MOU. Co-Developers will therefore be required to certify the development costs for each component and phase of the Project. In the event Co-Developers' minimum investment is below the agreed minimum investment for any component of the Project, the City's incentives related to that component of the Project will be offset by an amount equal to the difference between the agreed minimum investment and the actual investment (e.g., the cap on permit fees and/or infrastructure costs may be increased in an equivalent amount).

1.5. Definitive Agreements. Promptly following the Effective Date of this MOU, the parties will negotiate in good faith mutually satisfactory Definitive Agreements and related documents with respect to the Project (the "Definitive Agreements"), which shall provide for construction of the Improvements and be phased in conformance with Section 2, below. The parties anticipate that the Definitive Agreements will include the following:

- (a) AMLI Tower Ground Lease
- (b) AMLI Podium Ground Lease
- (c) AMLI Retail Ground Lease
- (d) AMLI Multifamily Incentive Agreement with Addison
- (e) Stream Purchase and Sale Agreement
- (f) Stream Office lease with Addison
- (g) Stream Parking Lease with Addison
- (h) Stream Incentive Agreement with Addison
- (i) Retail Incentive Agreement with Addison
- (j) AMLI and Stream form of Guarantee
- (k) POA and CCR for Phase 1
- (l) Addison Blanket License Agreement
- (m) Phase 1 Concept Plan (SD level of drawings and exhibits)
- (n) Rezoning Approval, Final Replat and other Entitlements

## 2. PROJECT PHASES; SCOPE AND ECONOMICS

### 2.1 Phase 1 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$344,000,000 in connection with the Improvements for phase 1 of the Project.
- (b) *Platting; Governing Property Agreements.* The parties anticipate that each component of the development will be platted as a separate lot to accommodate future disposition of the various components. The parties (together with DART) will agree to amenable CC&Rs

allowing for a cohesive class-A TOD mixed-use development that provides superior connectivity, security, and maintenance obligations commensurate to other high-quality, similar TOD developments in DFW. The parties will also create a property owner’s association (POA) to maintain the open/shared space in the development, which the parties anticipate will outline Addison’s obligations for the maintenance, security, public events (festivals), and daily programming of Addison Circle Park.

- (c) *City License Agreement.* City will provide a blanket license agreement in the park/open space area and along Festival Way and Quorum to activate the retail connection and programming in Addison Circle Park.
- (d) *Office.* Stream will construct an office building with ground level retail and 625 stall public parking garage (“Stream Phase 1”), further described as follows:

Land Area:	2.3 acres
Net Rentable Area:	150,000 sf of office; 9,000 of retail
Parking Garage:	625 stall parking garage owned by Stream and subject to a parking agreement with City, which shall include such terms as necessary to comply with the City’s public financing requirements. The final number of spaces will be subject to the parking study described in Section 2.2(a)(2), below; and City and Stream will share proportionately in any savings that result from a reduction in the final number of parking stalls.
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements; Stream may utilize a condominium structure to allow for the parceling of specific units within a platted lot (i.e., office, shared parking, retail components, etc.)

- (e) *Multifamily/Retail/Entertainment.* AMLI will construct multifamily building with ground level retail and stand-alone retail/entertainment parcel, i.e., “The HUB” (“AMLI Phase 1”), further described as follows:

AMLI Phase 1 Land Details:

The AMLI Phase 1 will be constructed upon the three parcels of real property generally described below and depicted on the Master Site Plan attached hereto as Exhibit A (to be more particularly defined in the Definitive Agreements). AMLI will be responsible for all required survey and platting required for the below properties.

<u>Parcel</u>	<u>Description</u>	<u>Anticipated Use</u>
Lot 1:	Approximately 3.31 acres	13-story residential tower with 10,000 sf of ground level retail
Lot 2:	Approximately 5 acres	7-story residential podium project with 5,000 sf of ground level retail

Lot 3:                    Approximately 1.5 acres                    Stand-alone retail/entertainment operation (“The HUB” or similar operator)

AMLI Phase 1 Multifamily Building Details:

Number of Buildings:                    2 residential structures consisting of:

- 13-story tower with 250 units and (275,000 NRSF), 10,000 sf of ground level retail and 400 parking spaces
- 7-story podium building with 450 units (385,000 NRSF), 5,000 sf of retail on the ground level, and 675 parking spaces

Number of Units:                    Minimum 700 residential units (660,000 NRSF) & 1,075 parking spaces in two structures

Net Rentable Area:                    15,000 sf of retail below residential; 43,000 sf of retail for retail/entertainment (e.g., “the HUB”)

Parking Garage:                    2-separate parking garages for each residential building for residences, to include +/- 60 public parking spaces to support the ground level retail and guest parking

Other:                    The project shall be built substantially as shown in the Master Concept Plan and in general conformance with Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.2 Phase 1 Economics

- (a) *Stream Phase 1 Economics (Office)*. The parties agree to the following general economic terms for the Stream Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) City will contribute 2.3 acres of land for the office building and parking garage at market value, estimated at \$2,000,000 (\$19.96 per sq. ft.).
  - (2) Stream will commission a parking study at its sole cost and expense to ensure the proper amount of parking for the Stream Phase 1 development (not to exceed \$25,000.00).
  - (3) City and Stream will enter into a perpetual parking agreement whereby public parking is available for the retail tenants during the day and the entire Addison Circle development on nights and weekends and for special events. The anticipate that retail parking access may require validation and that the terms of the public parking

agreement will be further defined in the Definitive Agreements, which shall be in conformance with the City's public financing requirements.

- (4) City will commit to a 5-year lease for 60,000 square feet of space (40% of the building) at \$34.50 per sq. ft. gross (\$2,070,000 per year). During the term of the lease, the City will have an option to lease all or a portion of City's leased space at \$34 per sq. ft. plus triple net and will include a tenant allowance in the amount of \$65 per sq. ft. ("Optional Permanent Lease"). The term of the Optional Permanent Lease shall be for a minimum of seven (7) years. If City elects to enter into the Optional Permanent Lease, City will be entitled to a credit for all lease payments paid by City under the original 5-year lease for the portion of the leased space to be occupied by City.
- (5) City's lease obligations will be reduced on a 50/50 basis until City's lease obligation is removed entirely. For purposes example only, if Stream leases 20,000 square feet to a 3<sup>rd</sup> party tenant, City's lease obligation will be reduced by 10,000 square feet and will continue to have a lease obligation of 50,000 square feet. Once Stream has executed leases for 120,000 square feet, City's lease obligations will be removed entirely. As a material inducement for the City's lease obligation incentive, Stream, as developer, agrees that it will use its best efforts to market and lease (including pre-leasing during construction) the Stream Phase 1 office to prospective tenants. Stream further acknowledges that it is the intent of the parties to limit competing projects in the area and agrees that it will not build a competitive project within a 1.5 mile radius of the Project until such time as the City's lease obligation has been removed entirely, by way of lease up or terminated by mutual agreement between both parties. The parties do not intend to limit Stream's third-party service business from leasing or managing speculative new-build office buildings nor exclude Stream from developments where Stream has no financial investment (i.e., fee developments). The foregoing will be fully documented in the Definitive Agreements.
- (6) The cost of the parking garage is estimated at \$15,600,000 (\$25,000 per stall) and will provide substantial architectural screening elements on the sides facing Addison Road, Addison Circle Park and the office building.
- (7) City will contribute \$6,000,000 toward the parking garage structure to be paid following completion of construction of the office building and parking garage (to be further defined in the Definitive Agreements). The parties acknowledge that City intends to issue tax-exempt debt to fund a portion of this commitment and, to legally qualify as tax exempt debt, the funds are required to be used for public infrastructure; meaning the parking garage will need to be available for public use in the manner required by the terms of such financing.
- (8) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 1 office and parking facilities.
- (9) City agrees that its permit fees will be capped at \$150,000 and Stream's obligation for offsite infrastructure costs will not exceed \$500,000.



- (10) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.
- (b) *AMLI Phase 1 Economics for Multifamily with Ground Level Retail*. The parties agree to the following general economic terms for the multifamily and retail components of the AMLI Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) Ground Lease: AMLI will enter into a 99-year ground lease with City for approximately 10 acres of land that includes the general terms and conditions set forth in this Section 2.2(b).
  - (2) Deposit and Pre-Paid Ground Rent: AMLI will pay to City \$2,000,000 in pre-paid rent for the three (3) AMLI Phase 1 properties in a single, one-time payment made pursuant to the negotiated terms of the respective ground leases for the properties.
  - (3) Ground Rent: The initial ground rent will be \$500,000 which will be adjusted annually by CPI, with a maximum annual increase of no greater than 3.0% on a non-cumulative basis. The ground rent will be reset 10 years after the rent commencement date, with subsequent resets every 15<sup>th</sup> year thereafter. The ground rent at each reset shall be calculated as 4.0% of the land value. The fair market value (FMV) of the improvements and land will be determined at that time pursuant to an agreed-upon appraisal method to be further defined in the Definitive Agreements. The land value will not exceed 6.0% of the total FMV of the improvements and land. For example, if the FMV of the land and improvements is \$300MM  $\times$  6.0% = \$18MM land value  $\times$  4.0% = \$720,000.
  - (4) Rent Commencement Date: The earlier of 48 months from commencement of construction of AMLI Phase 1 or 30 days after the final certificate of occupancy is issued for the last apartment unit.
  - (5) Other AMLI Phase 1 Terms:
    - (i) In order to consistently maintain a Class A mixed-use TOD project to City's standards throughout the term of the ground lease, AMLI (or future tenant) may be required to make capital improvements from time to time. After the first ground rent reset, AMLI will have the right, with City's approval, not to be unreasonably withheld, to offset the cost of certain capital improvements in excess of \$1 million (as adjusted for inflation) against the annual ground lease rent once every 10 years. The amount of offset shall not exceed the ground rent in the year the capital improvement project is undertaken. The offset assumes AMLI (or future tenant) has spent the first \$1 million and will be paid on any amounts above the first \$1 million. Details of allowable capital improvement projects to be further defined in the ground lease.
    - (ii) If City elects to offer its fee interest in the residential or retail parcel for sale, then AMLI will have the right of first refusal (ROFR) to purchase the fee



simple interest in such parcels at the determined fair market value (FMV) to be further defined in the Definitive Agreements.

- (iii) AMLI will be prohibited from transferring its interest in the ground lease for a period of 10 years after the ground lease commencement date without City's approval unless to a qualified owner, such as an institutional owner having similar experience managing over 1 million square feet of similar "Class A" TOD, mixed-use developments or ownership of over \$500 million of "Class A" multifamily properties (to be further defined in the ground lease).
- (iv) The timelines and deadlines in the ground leases and other Definitive Agreements shall be subject to change based on events of force majeure and other unforeseen circumstances outside of AMLI's reasonable control which affect construction progress (to be defined in the Definitive Agreements).
- (v) AMLI will be responsible for having a Master Streetscape Development Plan ("Streetscape Plan") prepared for the retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Beltline Road. The goal of this Streetscape Plan would be to enhance and promote the retail and transit experience to "Complete the Circle." This will include but is not limited to tree relocation along Festival Way, burying power lines along +/- 150' of Quorum Drive, and the realignment of Spectrum Road. Other potential improvements to be addressed in the Streetscape Plan are enhanced paving, planting, improved lighting, signage, and wayfinding to attract more patrons to the circle.
- (vi) The respective obligations of Addison and AMLI will be documented in a separate Master Streetscape Agreement based on the Streetscape Plan. AMLI's contribution to infrastructure costs contemplated by the Master Street Scape Plan will not exceed \$1 million. Addison will pay all costs in excess of \$1 million, as well as pay any multifamily permit costs over \$250,000. If Spectrum Road is unable to be re-aligned, the parties agree to discuss alternative design options that will maintain the quality and overall vision for the affected components of the Project. The parties may further agree to equitably share in the additional costs or savings associated with the alternative design.
- (vii) AMLI will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of AMLI's obligations under the Definitive Agreements and will apply to AMLI phase 1 facilities.
- (viii) There will be no construction or permanent debt placed on the residential property of any kind through final certificate of occupancy. All residential construction and development costs will be financed using equity provided by AMLI on the residential development.

- (ix) Within twelve (12) months after issuance of building permits, AMLI will donate \$200,000 to the Addison Arbor Foundation to fund public art in the right of way and public spaces within the development (to be further defined in the Definitive Agreements).
- (x) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(c) *AMLI Phase 1 Economics for Other Retail and Entertainment, i.e., "The HUB":*

- (1) Lot 3 of AMLI Phase I (approximately 1.5 acres) will be subject to a ground lease on substantially the same terms as the ground leases for Lots 1 and 2 of AMLI Phase I; provided, that the parties anticipate that the retail area will be sub-leased to a retail and entertainment developer or operator mutually agreed upon by the parties.
- (2) City will reimburse up to \$1.5 million for public infrastructure costs associated with phase 1 of the Project (on terms to be further defined in the Definitive Agreements).
- (3) As authorized under Chapter 380 of the Texas Local Government Code, the City will provide a sales tax rebate structured as a sales tax sharing agreement that will be subject to a maximum rebate of \$1.5 million and a maximum term of 10-years (whichever happens first). The sales taxes generated by the development above an agreed baseline will be shared at 75% for AMLI and 25% for the Town and paid out based on actual tax receipts, per the Definitive Agreements.
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.3 Phase 2 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$104,200,000 in connection with the Improvements for phase 2 of the Project.
- (b) *Stream Phase 2 (Office).* Stream will construct an office building with ground level retail and a public parking garage ("Stream Phase 2"), further described as follows:

Land Area:	3.966 acres
Net Rentable Area:	150,000 sf of office; 4,000 sf of DART Station Improvements
Parking Garage:	850 stall public parking garage
Other:	The project shall be built substantially as shown in the Proposal in design and quality,

subject to City staff review and the Definitive Agreements.

2.4 Phase 2 Economics:

- (a) *Phase 2 Economics.* The parties agree that the following general economic terms shall apply to phase 2 of the Project, which shall be defined in further detail in the Definitive Agreements:
- (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
  - (2) All ground lease rent will be abated until one year after substantial completion of the Stream Phase 2 office tower.
  - (3) City incentives (if any) for Stream Phase 2 will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
  - (4) The costs of the additional 300 parking spaces required in the garage for Phase 2 and any other DART specific requirements will be addressed in the Definitive Agreements.
  - (5) The parties anticipate construction of a ground enclosed DART Station (not just a platform) that will be in conformance with the quality and vision of the other Project elements. Stream commits to funding a portion of the development costs consistent with its submitted proposal, which provides for Stream committing \$160,000 based upon a construction cost of \$1,600,000 (to be further defined in the Definitive Agreements). The station will replace the existing DART platform and provide service for all DART riders (subject to DART's approval).
  - (6) DART, City and Stream will enter into a perpetual parking agreement whereby public parking is available for DART and retail patrons during the day and the entire Addison Circle development on nights and weekends and for special events, subject to the final interlocal agreement with DART and as subject to the terms of the Definitive Agreements.
  - (7) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 2 office and parking facilities.
  - (8) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.5 Phase 3 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$23,500,000 in connection with the Improvements for phase 3 of the Project.
- (b) *Scope.* The Definitive Agreements shall include the following general terms and conditions with regard to the scope for phase 3 of the Project:

Boutique Hotel:

Land Area: 1.156 acres

Number of Rooms: 120

Other: The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.6 Phase 3 Economics:

- (a) *Phase 3 Economics.* The parties agree that the following general economic terms shall apply to phase 3 of the Project, which shall be defined in further detail in the Definitive Agreements:
  - (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
  - (2) City incentives (if any) for this phase will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
  - (3) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream’s obligations under the Definitive Agreements and will apply to phase 3 hotel and related development.
  - (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

**3. PROJECT SCHEDULE; DUE DILIGENCE PERIOD**

3.1. Project Schedule. The parties acknowledge that time is of the essence with regard to the Project and agree that each will use its best efforts to proceed in conformance with the proposed Project schedule set forth below:

<b>PHASE 1</b>	<b>Date of Completion</b>
Execute Definitive Agreements Zoning & Entitlement Approval by CC	September 2022
Building Permits Issued	June 2023
AML I construction start on tower/HUB	July 2023
Stream construction start on office/parking	October 2023
AML I construction start on podium	March 2024
Office/parking final CO issued	October 2025
AML I tower final CO issued	October 2025
AML I podium final CO issued	December 2026

<b>PHASES 2 &amp; 3</b>	<b>Date of Completion</b>
Stream construction start on office/parking	TBD*
Stream construction start on hotel	TBD
Office/parking final CO issued	TBD
Hotel final CO issued	TBD

*\*The parties acknowledge that a required date of completion will be established for Phase 2 as soon as practicable and will be subject, in part, to the interlocal agreement between DART and City.*

3.2. Modification of Project Schedule. The dates for completion identified in the Project schedule set forth in Section 3.1, above, may not be modified or extended, except by mutual written agreement of the parties. Notwithstanding the foregoing, a party shall be entitled to an extension when the party unable to comply with the Project schedule as a direct result of an event of Force Majeure. As used in this section, the term “Force Majeure” shall mean that the party is prevented or delayed in performing in compliance with the Project schedule, in whole or in part, to such an extent that the party would not be able to meet a required date of completion therein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party’s control and not attributable to its malfeasance, neglect or nonfeasance. The party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (a) how and why their performance was so prevented, (b) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this MOU as soon as reasonably practicable.



3.3. Due Diligence Period. The Due Diligence Period will commence on the Effective Date and expire on the earlier of (i) December 15, 2022, or (ii) the date upon which the parties have mutually executed all Definitive Agreements required for the Project. The parties will conduct all due diligence with respect to the Project as the parties may deem necessary or appropriate, and the parties shall fully cooperate with each other in this regard. Each party shall be solely responsible for its own costs in connection with the due diligence required for the Project, except as otherwise mutually agreed by the parties. The Due Diligence Period may be extended by mutual written agreement of the parties.

3.4. Exclusivity. During the Due Diligence Period City will negotiate exclusively with Co-Developers in good faith to execute the Definitive Agreements for the Project, and will not engage, negotiate with, solicit or accept proposals from any party other than Co-Developers for the Project.

3.5. Project Feasibility Assessments. Co-Developers agree that each will promptly, and without undue delay, conduct the feasibility assessments described below during the Due Diligence Period:

- (a) Property Inspections. All property due diligence (title examination, surveys, environmental site assessments, soil conditions tests and other physical inspections and similar items) relating to the feasibility of the development of the Project;
- (b) Zoning and Entitlements. All required zoning and real property entitlements necessary to develop the Project in conformance with the terms of this MOU and the Definitive Agreements; and
- (c) Financial Due Diligence. All financial due diligence reasonably necessary to ensure Co-Developers will be able to secure firm commitments from all lenders, investors, and/or other financing sources related to the design, development, construction, and administration of the Project as contemplated by the parties.

Co-Developers agree that each will engage any consultants and/or other third-parties necessary to complete the above-referenced feasibility assessments within 60 days following the Effective Date.

#### 4. MISCELLANEOUS

4.1. Mutual Cooperation: Site Access. The parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications related to this MOU. City will furnish such rights-of-access to the Project site as reasonably necessary for the parties to conduct their respective due diligence obligations under this MOU.

4.2. Costs and Expenses. Each party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, the preparation and adoption of the Definitive Agreements, and future actions related thereto.

4.3. Certification of No Conflicts. Co-Developers hereby warrant to City that each has made full disclosure in writing of any existing or potential conflicts of interest related to its participation in the Project as contemplated in this MOU. In the event that any conflicts of interest arise after the Effective Date of this MOU, Co-Developers hereby agree to immediately disclose the same to City.

4.4. Public Information Act. Co-Developers acknowledge that this MOU, and all documents provided to City in connection with the Project are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any

confidential or proprietary information received by City in connection with the same unless a party has previously notified City in writing that it considers the information to be confidential or proprietary trade secrets and has clearly marked all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City (including City’s officers, officials, employees, consultants, attorneys and/or other authorized representatives). In the event City delivers to Co-Developers information that it has expressly marked “Confidential” or has notified Co-Developers is confidential or is the proprietary information of a third-party, Co-Developers agree neither shall disclose to anyone directly or indirectly during the term of this MOU or at any time thereafter, any such information, nor shall either use any such information for any purpose other than in connection with the Project contemplated in this MOU.

4.5. Governing Law. This MOU shall be construed and governed by the laws of the State of Texas; and venue for any action concerning this MOU shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6. Exhibits. The exhibits to this MOU are incorporated herein.

4.7. Amendment. This MOU may only be amended by mutual written agreement executed by all parties.

4.8. Counterparts. This MOU may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

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

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

NOTICE ADDRESS:

Town of Addison  
Attn: Wesley S. Pierson, City Manager  
5300 Belt Line Rd.  
Addison, Texas 75254  
E: [wpierson@addisontx.gov](mailto:wpierson@addisontx.gov)

For Co-Developer AMLI:

AMLI RESIDENTIAL PARTNERS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Taylor Bowen, Authorized Signatory

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

NOTICE ADDRESS:

AMLI Residential Partners, LLC  
5057 Keller Springs Road, Suite 250  
Addison, TX 75001  
Attn: Taylor Bowen and Joe Bruce  
E: [TBowen@amli.com](mailto:TBowen@amli.com) and [JBruce@amli.com](mailto:JBruce@amli.com)

For Co-Developer Stream:

STREAM REALTY ACQUISITION, L.L.C.  
a Texas limited liability company

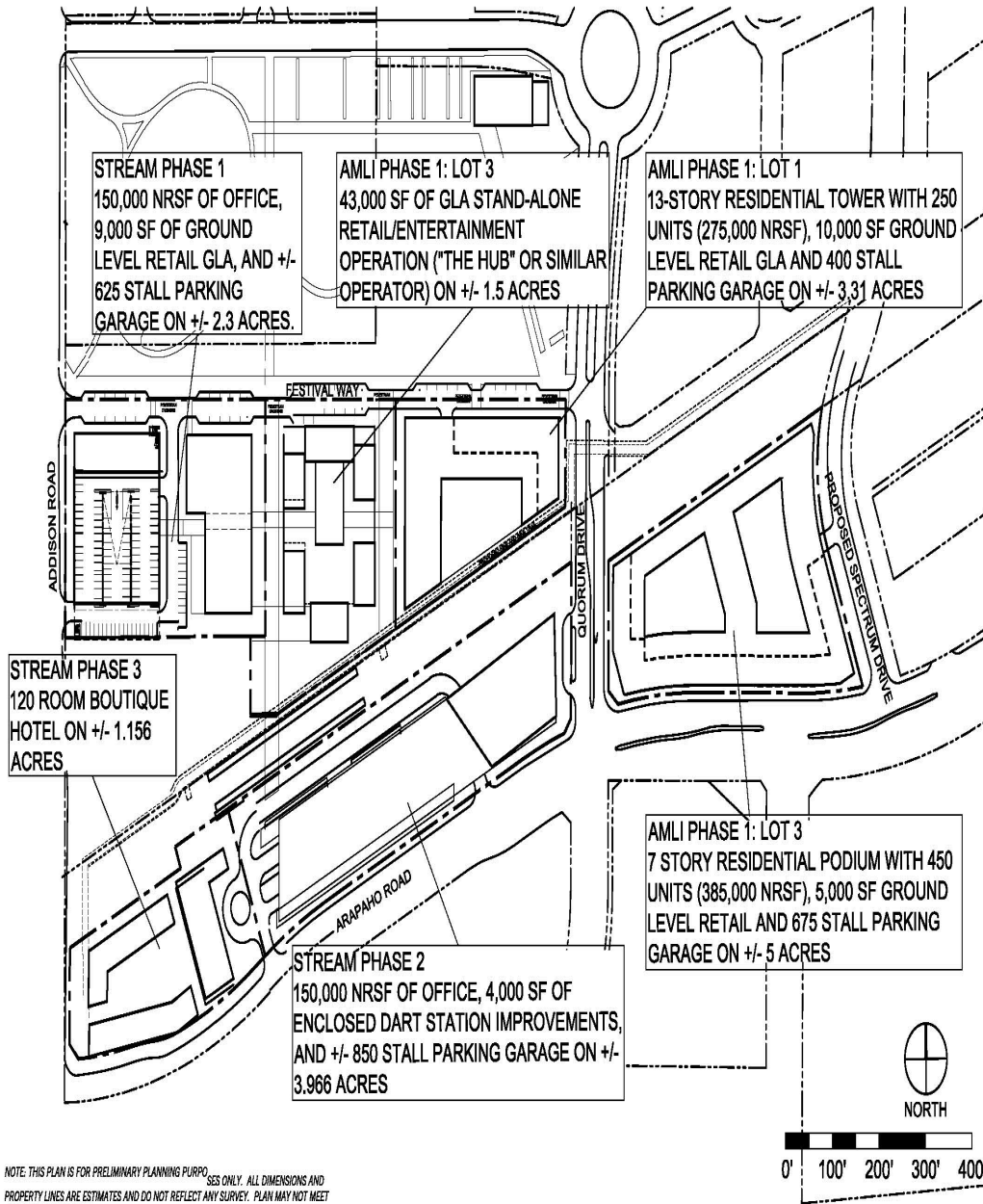
By: \_\_\_\_\_  
Ramsey March, Managing Director

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

NOTICE ADDRESS:

Stream Realty Acquisition, L.L.C.  
2001 Ross Avenue, Suite 400  
Dallas, Texas 75201  
Attn: Ramsey March  
E: [rmarch@streamrealty.com](mailto:rmarch@streamrealty.com)

**EXHIBIT A**  
**Master Site Plan**



NOTE: THIS PLAN IS FOR PRELIMINARY PLANNING PURPOSES ONLY. ALL DIMENSIONS AND PROPERTY LINES ARE ESTIMATES AND DO NOT REFLECT ANY SURVEY. PLAN MAY NOT MEET ALL CITY REQUIREMENTS.

**Addison Circle**

ADDISON, TX

SP-34



AMLI

SCALE: 1" = 200'-0" JOB No.: 202182 DATE: 04.06.22

**Council Meeting**

5.

**Meeting Date:** 04/12/2022

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

**AGENDA CAPTION:**

Consider Action on a **Resolution Approving a Contract Agreement with J.B. & Co., LLC for the Winnwood Road Bridge Class Culvert Outlet Armoring Project and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$268,270.

**BACKGROUND:**

The purpose of this item is to award a construction contract for the Winnwood Road Bridge Class Culvert Outlet Armoring Project. This project was identified as high risk in the Town's Asset Management Plan.

In May 2020, Garver, LLC (Garver) was tasked by the Town to perform an engineering condition assessment of the Winnwood Road bridge culvert and provide recommendations on rehabilitation and repair.

On January 12, 2021, the City Council authorized a Professional Services Agreement (PSA) with Garver to perform the necessary design for this project. This design was completed in December 2021. On January 4, 2022, the project was advertised on CIVCAST and the bid closed on January 25, 2022. The Town received four bids as outlined in the table below:

<b>Vendor</b>	<b>Price</b>
J.B. & Co.	\$268,270
Ark Contracting services	\$296,865
Rumsey Construction	\$429,203
HQS Construction	\$479,740

The scope of work for the project includes removing existing concrete riprap, sidewalk and constructing new concrete riprap, gabions, sidewalk, landscaping elements, and other related improvements to protect the bridge culvert against erosion to maintain the structural integrity of the outfall.

J.B. & Co., LLC (J.B. & Co.) submitted all required information and documentation as outlined in the bid requirements. Garver has checked references and recommends awarding J.B. & Co. the contract.

If approved, the construction work is anticipated to commence by the end of April 2022 and is expected to take approximately seven months to complete. The work associated with this project is included in the overall project budget of \$450,000 in the Fiscal Year 2022 Utility – Stormwater Capital Improvement funds.

The bridge assessment, bid plans, bid specifications, and addendums can be found at the project website: <https://addisontexas.net/publicworks-engineering/winnwood-road-bridge-class-culvert-outlet-armoring-project>

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Resolution - Winnwood Road Bridge Class Culvert Outlet Armoring  
Recommendation Letter & Bid Tabulation





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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACTOR AGREEMENT WITH J.B. & CO., LLC FOR THE WINNWOOD ROAD BRIDGE CLASS CULVERT OUTLET ARMORING PROJECT IN AN AMOUNT NOT TO EXCEED \$268,270; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize a contractor agreement with J.B. & Co., LLC for construction of the Winnwood Road bridge class culvert outlet armoring project (City Bid No. 22-29).

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and J.B. & Co., LLC for construction of the Winnwood Road bridge class culvert outlet armoring project in conformance with the bid plans and specifications identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$268,270.00, a copy of which is attached to this Resolution as **Exhibit A**. 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 12<sup>th</sup> day of APRIL 2022.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

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

EXHIBIT A

**CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 09 day of January, 2022, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and J.B. & Co. LLC, of the City of Dallas, County of Dallas, 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 construction of certain improvements as follows:

**WINNWOOD ROAD BRIDGE CLASS CULVERT OUTLET ARMORING  
PUBLIC WORKS AND ENGINEERING SERVICES BID NUMBER 22-29**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions 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 construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and 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 Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within **one hundred twenty (120) calendar days**, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR J.B. & Co. LLC Two Hundred Sixty-Eight Thousand Two Hundred Seventy Dollars (\$268,270.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

EXHIBIT A

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

**TOWN OF ADDISON, TEXAS (OWNER)**

**ATTEST:**

By: \_\_\_\_\_  
City Manager

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

(CONTRACTOR)

ATTEST:

By: Joel Brown

By: [Signature]

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

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

Signed: Joel Brown

Corporate Seal



3010 Gaylord Parkway  
Suite 190  
Frisco, TX 75034  
TEL 972.377.7480  
FAX 972.377.8380  
[www.GarverUSA.com](http://www.GarverUSA.com)

January 27, 2022

Shannon Hicks  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

Re: Winnwood Road Bridge Class Culvert Outfall Armoring 22-29  
Recommendation of Award

Mr. Hicks:

Bids were received for the Winnwood Road Bridge Class Culvert Outfall Armoring 22-29 Project at the Addison Finance Building at 2:00 PM on January 25, 2022. A total of Four (4) bids were received on the project. Garver also performed bid analysis on all received bid and found only one minor irregularity in Rumsey's bid; all the remaining bids were accurate as submitted. A tabulation of the bids received is enclosed with this letter. The four base bids received are summarized as follows:

<b>Bidder</b>	<b>Base Bid</b>
<b>J.B. &amp; Co. LLC</b>	<b>\$268,270.00</b>
Ark. Contracting Services, LLC	\$296,865.00
Rumsey Construction, Inc.	\$429,028.00 (Submitted \$429,203.00)
HQS Construction, LLC	\$479,740.00

We reviewed J.B. & Co., LLC's qualifications and checked references with other Municipalities (including the Town of Addison Park's Dept.) to get feedback on their work experience. Feedback was generally positive. We believe that the bid submitted by J.B. & Co. LLC represents the lowest responsible bidder for the Town of Addison. We recommend that the construction contract for the Winnwood Road Bridge Class Culvert Outfall Armoring 22-29 project be awarded to J.B. & Co. LLC in the amount of \$268,270.00.

Please call if there are any questions.

Sincerely,

GARVER, LLC

Quinn Spann, P.E.  
Sr. Project Manager

Attachments: Bid Tab



**BID TABULATION**  
**Winnwood Road Bridge Class Culvert Outfall Armoring 22-29**

BIDS OPENED: 1-25-2022

972-515-3646	Joel Brown	817-478-7400	214-614-8140	972-208-2349
J.B. & Co. LLC 2626 Cole Ave, Suite#300 Dallas, Tx 75204		Ark. Contracting Services, LLC 420 S. Dick Price Road Kennedale, Tx 76060		Rumsey Construction, Inc. 4329 Reeder Carrollton, Tx 75010
				HQS Construction, LLC PO Box 250771 Plano, Tx 75025

ITEM	DESCRIPTION	UNIT	BID QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION AND DEMOBILIZATION/CLEAN UP (MAX 10% OF BID TOTAL)	LS	1	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
2	TRAFFIC CONTROL (INCIDENTAL WITH BARRICADES, SIGNS, AND TRAFFIC HANDLING)	LS	1	\$5,500.00	\$5,500.00	\$9,500.00	\$9,500.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
3	PROJECT SIGN	EA	2	\$900.00	\$1,800.00	\$400.00	\$800.00	\$1,350.00	\$2,700.00	\$1,500.00	\$3,000.00
4	INSTALL, MAINTAIN, AND REMOVE CONSTRUCTION EXIT	SY	250	\$25.00	\$6,250.00	\$31.00	\$7,750.00	\$76.00	\$19,000.00	\$30.00	\$7,500.00
5	SILT FENCE (INST./MAINT./REM.)	LF	200	\$7.00	\$1,400.00	\$5.00	\$1,000.00	\$19.00	\$3,800.00	\$10.00	\$2,000.00
6	INSURANCE AND BONDING	LS	1	\$12,000.00	\$12,000.00	\$6,050.00	\$6,050.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
<b>GENERAL - SUBTOTAL, (Items 1-6 inclusive)</b>					<b>\$51,950.00</b>		<b>\$48,100.00</b>		<b>\$64,500.00</b>		<b>\$87,500.00</b>
7	REMOVE EXISTING TREE (6" - 12") (INCLD ROOT BALL)	EA	7	\$1,200.00	\$8,400.00	\$1,100.00	\$7,700.00	\$18,250.00	\$127,750.00	\$1,200.00	\$8,400.00
8	REMOVE EXISTING TREE (13" - 20") (INCLD ROOT BALL)	EA	2	\$1,600.00	\$3,200.00	\$3,300.00	\$6,600.00	\$20,400.00	\$40,800.00	\$1,500.00	\$3,000.00
9	REMOVE, SALVAGE, STORE, AND REINSTALL EXISTING BOLLARD BASES	EA	3	\$750.00	\$2,250.00	\$580.00	\$1,740.00	\$2,300.00	\$6,900.00	\$500.00	\$1,500.00
10	REMOVE EXISTING SIDEWALK	SY	103	\$35.00	\$3,605.00	\$25.00	\$2,575.00	\$33.00	\$3,399.00	\$40.00	\$4,120.00
11	REMOVE EXISTING PLANTING AREA (MEDIAN NOSE AREA)	SY	25	\$50.00	\$1,250.00	\$174.00	\$4,350.00	\$33.00	\$825.00	\$40.00	\$1,000.00
12	REMOVE EXISTING CONCRETE RIPRAP (6")	SY	42	\$35.00	\$1,470.00	\$65.00	\$2,730.00	\$33.00	\$1,386.00	\$40.00	\$1,680.00
13	REMOVE EXISTING CONCRETE PAVING INCLUDING CURB	SY	11	\$50.00	\$550.00	\$250.00	\$2,750.00	\$33.00	\$363.00	\$40.00	\$440.00
14	CLEARING AND GRUBBING	LS	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$10,500.00	\$10,500.00	\$40,000.00	\$40,000.00
<b>REMOVAL - SUBTOTAL, (Items 7-14 inclusive)</b>					<b>\$30,725.00</b>		<b>\$46,445.00</b>		<b>\$191,923.00</b>		<b>\$60,140.00</b>
15	INSTALL / REMOVE NONREINFORCED CONCRETE PAVING (6" THICK, 3,600 PSI)	SY	40	\$110.00	\$4,400.00	\$265.00	\$10,600.00	\$130.00	\$5,200.00	\$80.00	\$3,200.00
16	CONCRETE SIDEWALK (4") THICK	SY	120	\$78.00	\$9,360.00	\$66.00	\$7,920.00	\$80.00	\$9,600.00	\$70.00	\$8,400.00
17	CONCRETE PAVEMENT (6" THICK)(4000 PSI) INCLUDING CURB (6" TALL)(MEDIAN NOSE)	SY	11	\$100.00	\$1,100.00	\$315.00	\$3,465.00	\$220.00	\$2,420.00	\$150.00	\$1,650.00
18	FLOWABLE BACKFILL	CY	30	\$550.00	\$16,500.00	\$336.00	\$10,080.00	\$300.00	\$9,000.00	\$500.00	\$15,000.00
19	RIPRAP (CONC)(5" THICK)	CY	15	\$275.00	\$4,125.00	\$511.00	\$7,665.00	\$600.00	\$9,000.00	\$500.00	\$7,500.00
20	GABIONS (3' X 3')(GALV)(TWISTED WIRE)(INCL CONNECTING TO CONC. TOE WALL)	CY	100	\$510.00	\$51,000.00	\$430.00	\$43,000.00	\$400.00	\$40,000.00	\$600.00	\$60,000.00
21	CONSTRUCTION CONTINGENCY OWNER'S ALLOWANCE (AS APPROVED BY OWNER)	AL	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
<b>PAVING - SUBTOTAL, (Items 15-21 inclusive)</b>					<b>\$116,485.00</b>		<b>\$112,730.00</b>		<b>\$105,220.00</b>		<b>\$125,750.00</b>
22	IRRIGATION & SPRINKLER REPAIR (Within Project Construction Limits) (Excluding Staging Areas)	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
23	LANDSCAPE REPAIR (MEDIAN NOSE)(ANNUALS @ 5-INCHES ON CENTER)	LS	1	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00
24	SPECIAL HYDROMULCH (TxDOT WILDFLOWERS MIX)(NATIVE AMERICAN SEED: Item 2862)	SF	2,000	\$0.50	\$1,000.00	\$2.00	\$4,000.00	\$1.00	\$2,000.00	\$12.00	\$24,000.00
25	TOPSOIL (6" DEEP)	SY	250	\$15.00	\$3,750.00	\$18.00	\$4,500.00	\$9.00	\$2,250.00	\$225.00	\$56,250.00
26	MULCHING (6" DEEP)	SY	70	\$20.00	\$1,400.00	\$39.00	\$2,730.00	\$9.00	\$630.00	\$500.00	\$35,000.00
27	PLANTING AREA (MEDIAN NOSE AREA)(LIVING EARTH-ENRICHED SOIL w/ COMPOST)(18-INCH THICK)	CY	15	\$100.00	\$1,500.00	\$125.00	\$1,875.00	\$120.00	\$1,800.00	\$1,500.00	\$22,500.00
28	INSTALL TREE (4-INCH DIA)(BUR OAK)	EA	4	\$1,200.00	\$4,800.00	\$1,460.00	\$5,840.00	\$2,100.00	\$8,400.00	\$2,500.00	\$10,000.00
29	TREE TRIMMING (PER TREE REGARDLESS OF SIZE)(AS DIRECTED BY TOWN STAFF)	EA	4	\$1,800.00	\$7,200.00	\$1,095.00	\$4,380.00	\$2,100.00	\$8,400.00	\$1,000.00	\$4,000.00
30	TREE PROTECTION FENCE (INST./MAINT./REM.)	LF	205	\$7.00	\$1,435.00	\$8.00	\$1,640.00	\$4.00	\$820.00	\$15.00	\$3,075.00
31	TEMPORARY WATERING FOR SPECIAL HYDRO MULCH (12 MONTHS)	MG	70	\$150.00	\$10,500.00	\$87.00	\$6,090.00	\$350.00	\$24,500.00	\$250.00	\$17,500.00
32	TEMPORARY WATERING FOR NEW TREES (12 MONTHS)	Month	12	\$2,000.00	\$24,000.00	\$3,520.00	\$42,240.00	\$350.00	\$4,200.00	\$1,250.00	\$15,000.00
33	BLOCK SOD (MATCH EXIST)	SY	35	\$15.00	\$525.00	\$77.00	\$2,695.00	\$11.00	\$385.00	\$15.00	\$525.00
<b>LANDSCAPE &amp; IRRIGATION - SUBTOTAL, (Items 22-33 inclusive)</b>					<b>\$69,110.00</b>		<b>\$89,590.00</b>		<b>\$67,385.00</b>		<b>\$206,350.00</b>
<b>SUBTOTAL (ALL ITEMS)</b>					<b>\$268,270.00</b>		<b>\$296,865.00</b>		<b>\$429,028.00</b>		<b>\$479,740.00</b>

Rumsey List \$429,203 as bid  
Rumsey input \$127,925 for Item 7

PROPOSAL FORM

01/25 , 2022

TO: The Honorable Mayor and Town Council  
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by:  \_\_\_\_\_

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. 1 JB
- Addendum No. 2 JB
- Addendum No. 3 \_\_\_\_\_

The following pages contain all bid items for:

BID SCHEDULE – WINNWOOD ROAD BRIDGE CLASS CULVERT OUTLET ARMORING.  
BID NUMBER 22-29

**Winnwood Road Bridge Class Culvert Outfall Armoring 22-29**

**Bid Proposal - Base Bid**

Item No.	NCTCOG Spec	TXDOT Spec	Quantity	Unit	Description of Item and Unit Price in Words	Bid	Unit Price in Figures	Extended Amount
1	SP-Item 26	500	1	LS	MOBILIZATION AND DEMOBILIZATION/CLEAN UP (MAX 10% OF BID TOTAL) Complete in place for the sum of: <u>Twenty-five thousand</u> dollars and _____ cents per lump sum.	\$25,000.00		\$25,000.00
2	SP-Item 51 & 52	502	1	LS	TRAFFIC CONTROL (INCIDENTAL WITH BARRICADES, SIGNS, AND TRAFFIC HANDLING) Complete in place for the sum of: <u>Five thousand five hundred</u> dollars and _____ cents per lump sum.	\$5,500.00		\$5,500.00
3	Tech Spec - PS		2	EA	PROJECT SIGN Complete in place for the sum of: <u>Nine hundred</u> dollars and _____ cents per each.	\$900.00		\$1,800.00
4	202		250	SY	INSTALL, MAINTAIN, AND REMOVE CONSTRUCTION EXIT Complete in place for the sum of: <u>Twenty-five</u> dollars and _____ cents per square yard.	\$25.00		\$6,250.00
5	202		200	LF	SILT FENCE (INST./MAINT./REM.) Complete in place for the sum of: <u>Seven</u> dollars and _____ cents per linear foot.	\$7.00		\$1,400.00
6			1	LS	INSURANCE AND BONDING Complete in place for the sum of: <u>Twelve thousand</u> dollars and _____ cents per lump sum.	\$12,000.00		\$12,000.00
<b>GENERAL - SUBTOTAL, (Items 1-6 inclusive)</b>						\$	\$51,950.00	
7	201		7	EA	REMOVE EXISTING TREE (6" - 12") (INCLD ROOT BALL) Complete in place for the sum of: <u>One thousand two hundred</u> dollars and _____ cents per each.	\$1,200.00		\$8,400.00
8	201/203		2	EA	REMOVE EXISTING TREE (13" - 20") (INCLD ROOT BALL) Complete in place for the sum of: <u>one thousand six hundred</u> dollars and _____ cents per each.	\$1,800.00		\$3,200.00
9	203		3	EA	REMOVE, SALVAGE, STORE, AND REINSTALL EXISTING BOLLARD BASES Complete in place for the sum of: <u>Seven hundred fifty</u> dollars and _____ cents per each.	\$750.00		\$2,250.00
10	203		103	SY	REMOVE EXISTING SIDEWALK Complete in place for the sum of: <u>thirty-five</u> dollars and _____ cents per square yard.	\$35.00		\$3,605.00

11	203		25	SY	REMOVE EXISTING PLANTING AREA (MEDIAN NOSE AREA) Complete in place for the sum of: <u>Fifty</u> dollars and _____ cents per square yard.	\$50.00	\$1,250.00
12	203		42	SY	REMOVE EXISTING CONCRETE RIPRAP (6") Complete in place for the sum of: <u>Thirty-Five</u> dollars and _____ cents per square yard.	\$35.00	\$1,470.00
13	203		11	SY	REMOVE EXISTING CONCRETE PAVING INCLUDING CURB Complete in place for the sum of: <u>Fifty</u> dollars and _____ cents per square yard.	\$50.00	\$550.00
14	204		1	LS	CLEARING AND GRUBBING Complete in place for the sum of: <u>Ten thousand</u> dollars and _____ cents per lump sum.	\$10,000.00	\$10,000.00
<b>REMOVAL - SUBTOTAL, (Items 7-14 inclusive)</b>						<b>\$</b>	<b>\$30,725.00</b>
15	303		40	SY	INSTALL / REMOVE NONREINFORCED CONCRETE PAVING (6" THICK, 3,600 PSI) Complete in place for the sum of: <u>one hundred ten</u> dollars and _____ cents per square yard.	\$110.00	\$4,400.00
16	305		120	SY	CONCRETE SIDEWALK (4") THICK Complete in place for the sum of: <u>Seventy-eight</u> dollars and _____ cents per square yard.	\$78.00	\$9,360.00
17	305		11	SY	CONCRETE PAVEMENT (6" THICK)(4000 PSI) INCLUDING CURB (6" TALL)(MEDIAN NOSE) Complete in place for the sum of: <u>one hundred</u> dollars and _____ cents per square yard.	\$100.00	\$1,100.00
18		401	30	CY	FLOWABLE BACKFILL Complete in place for the sum of: <u>Five hundred fifty</u> dollars and _____ cents per cubic yard.	\$550.00	\$16,500.00
19		432	15	CY	RIPRAP (CONC)(5" THICK) Complete in place for the sum of: <u>Two hundred seventy-five</u> dollars and _____ cents per cubic yard.	\$275.00	\$4,125.00
20		459	100	CY	GABIONS (3' X 3')(GALV)(TWISTED WIRE)(INCL CONNECTING TO CONC. TOE WALL) Complete in place for the sum of: <u>Five hundred ten</u> dollars and _____ cents per cubic yard.	\$510.00	\$51,000.00

21			1	AL	CONSTRUCTION CONTINGENCY OWNER'S ALLOWANCE (AS APPROVED BY OWNER) Complete in place for the sum of: Thirty Thousand dollars and Zero cents per allowance.	\$30,000.00	\$30,000.00
<b>PAVING - SUBTOTAL, (Items 15-21 inclusive)</b>						<b>\$</b>	<b>\$116,485.00</b>
22	204 / Tech Spec		1	AL	IRRIGATION & SPRINKLER REPAIR (Within Project Construction Limits) (Excluding Staging Areas) Complete in place for the sum of: Ten Thousand dollars and Zero cents per allowance.	\$10,000.00	\$10,000.00
23	204 / Tech Spec		1	LS	LANDSCAPE REPAIR (MEDIAN NOSE)(ANNUALS @ 5-INCHES ON CENTER) Complete in place for the sum of: Three thousand dollars and cents per lump sum.	\$3,000.00	\$3,000.00
24		180	2,000	SF	SPECIAL HYDROMULCH (TXDOT WILDFLOWERS MIX)(NATIVE AMERICAN SEED: Item 2862) Complete in place for the sum of: No dollars and Fifty cents per square foot.	\$0.50	\$1,000.00
25	204		250	SY	TOPSOIL (6" DEEP) Complete in place for the sum of: Fifteen dollars and cents per square yard.	\$15.00	\$3,750.00
26	204		70	SY	MULCHING (6" DEEP) Complete in place for the sum of: Twenty dollars and cents per square yard.	\$20.00	\$1,400.00
27	204		15	CY	PLANTING AREA (MEDIAN NOSE AREA)(LIVING EARTH-ENRICHED SOIL w/ COMPOST)(18-INCH THICK) Complete in place for the sum of: One hundred dollars and cents per cubic yard.	\$100.00	\$1,500.00
28	201		4	EA	INSTALL TREE (4-INCH DIA)(BUR OAK) Complete in place for the sum of: One thousand two hundred dollars and cents per each.	\$1,200.00	\$4,800.00
29	201/203		4	EA	TREE TRIMMING (PER TREE REGARDLESS OF SIZE)(AS DIRECTED BY TOWN STAFF) Complete in place for the sum of: One thousand eight hundred dollars and cents per each.	\$1,800.00	\$7,200.00
30	201	506	205	LF	TREE PROTECTION FENCE (INST./MAINT./REM.) Complete in place for the sum of: Seven dollars and cents per linear foot.	\$7.00	\$1,435.00



31		168 / Veg Est. Sht	70	MG	TEMPORARY WATERING FOR SPECIAL HYDRO MULCH (12 MONTHS) Complete in place for the sum of: <u>one hundred fifty</u> dollars and _____ cents per thousand gallon.	\$150.00	\$10,500.00
32			12	Month	TEMPORARY WATERING FOR NEW TREES (12 MONTHS) Complete in place for the sum of: <u>two thousand</u> dollars and _____ cents per month.	\$2,000.00	\$24,000.00
33	204		35	SY	BLOCK SOD (MATCH EXIST) Complete in place for the sum of: <u>Fifteen</u> dollars and _____ cents per square yard.	\$15.00	\$525.00
<b>LANDSCAPE &amp; IRRIGATION - SUBTOTAL, (Items 22-33 inclusive)</b>						<b>\$</b>	<b>\$69,110.00</b>

**Winnwood Road Bridge Class Culvert Outfall Armoring**

**TOTAL BASE BID, (Items 1-33 inclusive)**

**\$** 268,270.00

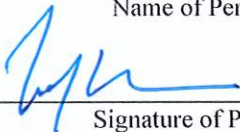
Written in Words: Two hundred sixty-eight thousand two hundred seventy dollars

The pay items included in this proposal form comprise all of the pay items for the project. Any additional required work shall be considered subsidiary to the related pay items provided herein.

- NOTES:
1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
  2. Prices must be shown in words and figures for each item listed in the Proposal. In the event of discrepancy, the words shall control.
  3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

Joel Brown  
 \_\_\_\_\_  
 Name of Person Signing Bid



\_\_\_\_\_  
 Signature of Person Signing Bid

2626 Cole Ave. Suite #300  
 Dallas, TX 75204  
 \_\_\_\_\_  
 Address

972-515-3646	None
_____ Telephone No.	_____ Fax No.

EIN: 47-5605397  
 \_\_\_\_\_  
 T.I.N. (Tax Identification or Employer's Number)

N/A

If BIDDER is:

**AN INDIVIDUAL**

By \_\_\_\_\_  
(Individual's Name)

(Seal)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

---

**A PARTNERSHIP**

N/A

By \_\_\_\_\_  
(Firm Name)

(Seal)

\_\_\_\_\_

(General Partner)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

By Joel Brown & Co. LLC DBA J.B. & Co. LLC  
(Corporation Name)

Texas  
(State of Incorporation)

By Joel Brown  
(Name of Person Authorized to Sign)

Owner/Manager  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

Phone No. \_\_\_\_\_

---

**A JOINT VENTURE**

N/A

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**SECTION BQS**

**BIDDER QUALIFICATION STATEMENT**



## **SECTION BQS**

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL**

### **CONTRACTOR'S QUALIFICATIONS**

The Contractor shall show that he has experience with similar projects that require working on water, sanitary sewer, and storm sewer construction and/or relocation projects working in confined areas in close proximity to many physical features (such as: fences, carports, utility poles, guy lines, gas lines and meters, water lines, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

**BIDDERS QUALIFICATION STATEMENT**

**INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 22-29,  
WINNWOOD ROAD BRIDGE CLASS CULVERT OUTLET ARMORING**

Contractor: J.B. & Co. LLC

Indicate One:  Sole Proprietor  Partnership  Other  
 Corporation  Joint Venture

Name: Joel Brown Partner: \_\_\_\_\_

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

Address: 2626 Cole Ave. Suite #300 Address: \_\_\_\_\_

City: Dallas City: \_\_\_\_\_

State & Zip: TX 75204 State & Zip: \_\_\_\_\_

Phone: 972-515-3646 Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. 11/19/2015

Location of Principal Office: Dallas, TX

Contact and Phone at Principal Office: Joel Brown 972-515-3646

Liability Insurance Provider and Limits of Coverage: Kinsdale Insurance  
3,000,000 with 3,000,000 umbrella

Workers Compensation Insurance Provider: Texas Mutual

Surety (Performance and Payment): Insurors of Texas

Address: 225 S. 5th St.  
Waco, TX 76701

Contact and Phone: Jason Youens, CIC, CRM  
phone: 254.759.3797 | fax: 254.755.6399  
email: jyouens@insurorsoftexas.com  
225 South Fifth, Waco, Tx 76701 |

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Jared Pickett

Robert Hale Jr.

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

No safety violations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Backup Superintendent

No safety violations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees to be Associated with this Job: 4

Managerial 1                      Administrative 1                      Professional \_\_\_\_\_

Skilled 2                      Semi-Skilled \_\_\_\_\_                      Other \_\_\_\_\_

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): 25%

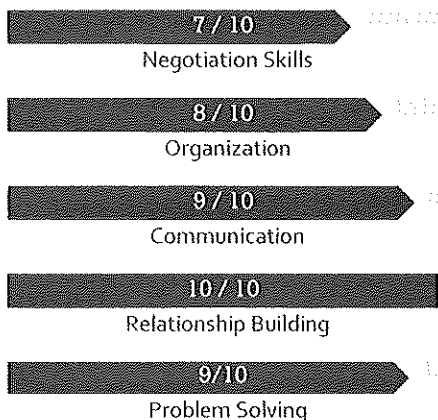


Jared  
Pickett

Project Manager

-  713-502-8870 (direct)
-  [Jared@JoelBrownCo.com](mailto:Jared@JoelBrownCo.com)
-  2626 Cole Ave, Suite 300
-  Dallas, Texas 75204
-  972-515-3646 (office)
-  [JoelBrownCo.Com](http://JoelBrownCo.Com)

## SKILLS



## EDUCATION

Associates in Business Management  
Houston Community College  
2013-2015

OSHA 30 Certified

## ABOUT ME

*Ensuring a pleasant client-contractor experience while providing top level work and communication to stay on schedule and within budget.*

Self-motivated Project Manager with over 8 years of experience of project-based management in various fields while focusing on intentional and thorough communication with all parties. The ability to build strong relationships with both stakeholders and subcontractors allows for quick and appropriate responses in any situation.

## EXPERIENCE

Project Manager, J.B. & Co. LLC

*Dallas, Texas September 2019 – Present*

Experience in overseeing projects from start to finish, management of subcontractors and scheduling. Confident and clear collaboration with engineers, inspectors, suppliers, vendors and stakeholders.

- Jack Hamilton Park Reinvestment (City of Frisco), Project Manager
- Hound Mound Parking Lot and Restroom (Flower Mound), Project Manager
- Stoney Hollow Park (Plano), Project Manager
- Solar Prep School for Girls Upgrades (DISD), Supervisor
- Southwestern Water Tower Improvements (Coppell), Project Manager
- 2019 Drainage Improvements (Plano), Assistant Project Manager
- Arbor Hills Nature Preserve Erosion Control, (Plano), Project Manager
- US 175 and Edd Road Landscape Enhancements (Dallas), Supervisor
- Martin Luther King Jr. Playground Replacement (Dallas), Supervisor

Operations Manager, Greene Family Camp

*Bruceville, Texas November 2016 – February 2021*

Experience in property management of 300 acres with 65 buildings. Oversight of year-round staff (15 employees) and seasonal staff (50 employees), client relations with new and long-term clients, construction projects for property improvements and new construction.

- Personally responsible for retaining existing clients, securing new clients and working with them from initial contact through the planning process and up to the end of their events ranging from 40 to 2000 people and costing up to \$250k.
- Helped to manage and work with engineers, contractors and vendors on projects totaling \$3.5 million over three years.

Robert Frank Hale, Jr.

700 W. Ave. G, #B, Garland, Texas 75040

214-796-4524

45 years + commercial construction experience in Dallas, Texas, laborer, fixture installer, site field party chief, estimator, superintendent and project manager on ground up free standing 1-story commercial retail and public-school buildings, and 1 and 2 story building commercial retail exterior façade renovations, remodels, demolition/white-boxes, and interior tenant finishes. Commercial building concrete foundation and steel roof frame, site underground utility, layout, grading and drainage expertise.

*RECENT COMPLETED CONSTRUCTION PROJECTS*

HOUND MOUND RESTROOM/PARKING IMPROVEMENTS/  
ELECTRICAL LIGHTING-SIGNALLING SERVICES, Flower Mound,  
Texas. *\*Collaboration with Jared Pickett, J.B. & Co., LLC.*

STEEL PILING/ROCK RIP RAP SLOPE STABILIZATION, S.  
MESQUITE CREEK, Mesquite, Texas

CONCRETE SCREENING WALL, LBJ EAST ROW, New Market  
Road, Mesquite, Texas

GARLAND DOG PARK, Garland, Texas

6501 HILLCREST AVENUE, COMPASS BANK RETAIL BUILDING  
WHITE BOX INTERIOR DEMOLITION, REMODEL, ADDITION,  
PARKING IMPROVEMENTS, University Park, Texas

DXL MENS STORE, RETAIL GROUND UP BUILDING/INTERIOR  
FINISH, Fort Worth, Texas

BEAR GROUNDS TWO GROUND UP RETAIL SHELL  
BUILDINGS, Waco, Texas

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)  
Traffic Control, Concrete, Some Excavation

---

---

---

Access to Tools and Equipment: Percent Owned 80 Percent Rented 20

Number of Years in Business as a Contractor on Above Types of Works: 12

Type(s) of Work to be done by Sub-Contractors  
Include Name, Address, and Phone Number of Sub-Contractor.  
Use additional sheets if needed.

Type of Work	Sub-Contractor
<u>Gabion Wall</u>	<u>Bernal Construction Retaining Wall Inc.</u>

---

---

---

---

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)
<u>Skid Steer</u>	<u>John Deer</u>	<u>320G</u>	<u>5</u>
<u>Mini Excavator</u>	<u>Holt</u>	<u>302.7D</u>	<u>3</u>
<u>Excavator</u>	<u>Sany</u>	<u>Sy225C</u>	<u>2</u>

---

---

---

---



List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: Hound Mound Park

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

Project Description: Park expansions with solar light removal and replacement parking lot lighting, new parking lot, pedestrian crossings, irrigation system, landscaping, sodding, erosion control

Owner/Agency: Town of Flower Mound

Year Built: 2021 Contract Price: \$678,737.60

Contact Person: David Bauer Phone: 972 874-6308

2. Project: Parkland Hospital District JFK Park for Hope & Healing

Current Status: Current

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

Project Description: JFK Memorial Park for Hope, Healing & Heros with granite water feature

Owner/Agency: Parkland Medical District

Year Built: 2021-2022 Contract Price: \$2,395,000

Contact Person: Mark Stewart, Phone: mark.stewart@phhs.org

3. Project: South Mesquite Creek Gabion Stabilization By Sheet Piling

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Gabion wall repair and sheet piling along creek bank

Owner/Agency: City of Mesquite

Year Built: 2021 Contract Price: \$575,300

Contact Person: John Mears Phone: (972) 216-6974

4. Project: Viridian Lake Slope Park

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: 15 acre park on hillside with erosion control

Owner/Agency: VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT

Year Built: 2021 Contract Price: \$683,059.90

Contact Person: Stacey Libra, Phone: (810) 923-6582

5. Project: Willow Creek and Arbor Hills Nature Preserve

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: Block Wall, Gabion wall, Grading, Flatwork in Nature Preserve

Owner/Agency: City of Plano

Year Built: 2020 Contract Price: \$1,114,879.46

Contact Person: Stephanie Shaffer Phone: 972.941.7793

6. Project: Belt Line 1.5 Landscape Enhancements

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

Project Description: Demolition & tree removal, grading & excavation, paver stone replacement, landscaping and trees, irrigation, flatwork, bus stops, planters, gravity block walls, retaining walls for over a mile of 6 lane busy road both sides and median

Owner/Agency: Town of Addison

Year Built: 2019 Contract Price: \$1,879,656.95

Contact Person: Janna Tidwell Phone: \_\_\_\_\_

7. Project: Lake Ray Roberts State Park

Current Status: Complete

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

Project Description: Rip Rap & Erosion Control along lake in park

Owner/Agency: Texas Parks & Wildlife

Year Built: 2019 Contract Price: \$1,224,465

Contact Person: M.L. Hill Phone: 512-627-4318

8. Project: Central Park Dog Park

Current Status: Complete

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: 5.8 acre Central Park renovations, underground utilities, new parking lot, gabion walls, parking lot and park lighting, 3 dog parks, landscaping, trees, sodding, irrigation systems, benches amenities,

Owner/Agency: City of Garland

Year Built: 2019 Contract Price: \$1329,502

Contact Person: Dorothy Whitmeyer Phone: 972-235-3031

9. Project: Screening Wall along I635

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Screening wall, headwall and retaining walls along creek

Owner/Agency: City of Mesquite

Year Built: 2018 Contract Price: \$643,773

Contact Person: Richard A. Arvizu, Phone: 214.674.9456

10. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or  No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: City of Waxahachie

Year Built: \_\_\_\_\_ Contract Price: \$551,046

Contact Person: Misty Christian, Phone: Kimley-Horn Direct: 817-900-8525

Trade references (List Company, Address, Contact Person, and Phone):

Bernall Construction Retaining Wall Inc. 3232 La Sombra St , Grand Prairie TX 75050, Jose Phone 469 955-9920

Texas Plumbing Solutions, PO Box 12025 Dallas, TX 75225, Elisha 208-596-7890

Solid Rock Construction, 8301 Lakeview Pkwy, Rowlett, TX Stephanie 214-649-3760

Bank References (List Institution, Address, Contact Person, and Phone)

Kevin Poynter  
Vice President, Relationship Manager  
Independent Financial  
5401 Bosque Blvd. Ste. #200 | Waco, TX 76710  
Kevin.Poynter@ifinancial.com  
P 254.399.6366 F 254.399.6399



Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? No
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? One frivolous lawsuit filed January 2020 by KAB Excavation but not pursued and no showed to mediation set april 2020 or correspondence since. Letter from CPA and attorney with explanation of no material impact sent upon request
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

I, Joel Brown, being duly sworn deposes and says that the information

provided herein is true and sufficiently complete so as not to be misleading.

Date this 24th day of January, 2022.

Name of

Organization: J.B. & Co. LLC

By: Joel Brown 


Title: Manager

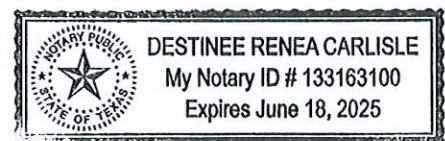
**STATE OF TEXAS**

**COUNTY OF DALLAS**

**BEFORE ME** the undersigned authority, on this day personally appeared \_\_\_\_\_  
Joel Brown, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 24 day of January 2022.

  
Notary Public in and for Dallas County, Texas



## Council Meeting

6.

**Meeting Date:** 04/12/2022

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

---

### **AGENDA CAPTION:**

Consider Action on a **Resolution Approving Contract Services Agreements with North Texas Contracting, Inc. and Rey Mar Construction, LLC for On-Call Water and Sewer Line Repairs, Replacement and Rehabilitation Services (Bid Number 22-42) and Authorizing the City Manager to Execute the Agreements** in a Total Amount Not to Exceed \$150,000.

### **BACKGROUND:**

The purpose of this item is to award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for on-call water and sewer line repairs. An IDIQ contract provides for an indefinite quantity of supplies or services during a fixed period of time. These contracts are beneficial when the Town cannot predetermine the precise quantities of supplies or services required during the contract period.

On December 10, 2021, Request for Proposals (RFP) 22-42 was advertised for on-call water and sewer line repairs, replacement, and rehabilitation services and closed on January 13, 2022. The initial contract period is for 12 months, with options to extend the term of the agreement for four additional one-year periods. Each year the contractor will be required to submit updated material and labor prices for the Town's review and approval. If the Town does not agree with the updated pricing, at the Town's option, the amounts can be negotiated, or the contracts can be terminated, and a new Request for Proposals can be issued.

Five vendors submitted proposals in response to the RFP. The proposals were scored by an evaluation committee consisting of Town staff based on the following criteria:

- Price - 40 Points
- Previous Performance - 30 Points
- Response Time/Restoration Time - 30 Points

The following is a breakdown of those evaluation scores:

<b>Vendor Name</b>	<b>Total Score (100 Point Max)</b>
Rey-Mar	87
North Texas Contracting	79
Atkins Brothers	65
Flow-Line	51
DFW Services	48

Rey-Mar Construction and North Texas Contracting were selected as the best two values for the contract. Rey-Mar scored 87 out of 100, and North Texas scored 79 out of 100. Staff recommends selecting two vendors to have the freedom to choose depending on the Town's needs.

These expenditures are budgeted in the utility fund annual operations budget for the Fiscal Year 2022.

If approved, the Town will issue a written notice to proceed after submission of all necessary bonds and insurance. This work is anticipated to commence in May of 2022.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Utility IDIQ Water and Sewer Line Repairs  
Solicitation for Bids #22-07  
North Texas Contracting Proposal  
Rey Mar Construction Proposal

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING TWO CONTRACTOR AGREEMENTS BETWEEN THE TOWN OF ADDISON AND NORTH TEXAS CONTRACTING, INC. AND REY MAR CONSTRUCTION, LLC FOR THE CITY’S ANNUAL ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT AND REHABILITATION SERVICES; PROVIDING FOR A TOTAL ANNUAL BUDGET FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$150,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has selected both North Texas Contracting, Inc. and Rey Mar Construction, LLC to provide the City’s annual on-call water and sewer line repairs, replacement and rehabilitation services (the “Services”); and

**WHEREAS**, the City Council has established an annual budget for the Services in a total amount not-to-exceed \$150,000; and

**WHEREAS**, the City Council desires to authorize the City Manager to execute agreements with both contractors to provide the Services on an annual, as-needed basis with an initial contract term of one (1) year and including up to four (4) additional one year renewal terms for each agreement.

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

**SECTION 1.** The City Council hereby approves two contractor agreements between the Town of Addison and North Texas Contracting, Inc. and Rey Mar Construction, LLC for the City’s annual on-call water and sewer line repairs, replacement and rehabilitation services, to be provided by each contractor on an as-needed basis with a total annual budget for said services in an amount not-to-exceed of \$150,000.

**SECTION 2.** True and correct copies of the above-referenced agreements are attached to this Resolution as **Exhibits “A”** and **“B”**, respectively. The City Manager is hereby authorized to execute the agreements.

**SECTION 3.** 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 **12<sup>th</sup>** day of **APRIL 2022**.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

---

Irma Parker, City Secretary

## EXHIBIT A

### **CONTRACT SERVICES AGREEMENT** On-Call Annual Water and Sewer Line Services Request for Proposals # 22-42

This Contract Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **North Texas Contracting, Inc.** (“Contractor”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

#### **RECITALS**

**WHEREAS**, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1.     Scope of Services**

On an as-needed basis upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to City Request for Proposals # 22-42 for on-call water and sewer line services, such services in conformance with the Contract Documents (defined below). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

#### **Section 2.     Term of Agreement**

The term of this Agreement shall become effective on the last date of execution hereof (the “Effective Date”) and shall remain in effect for a period of one (1) year (the “Initial Term”), unless sooner terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to four additional one (1) year periods (each a “Renewal Term”). City may, in its sole discretion, extend the term hereof as necessary to allow Contractor to complete work on any uncompleted work authorized by City prior to the expiration of this Agreement. Notwithstanding the foregoing, this Agreement may be sooner terminated as provided herein.

#### **Section 3.     Contract Documents**

This Agreement is a part of the “Contract Documents”, which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City’s Request for Proposals # 22-42;
- (3) City’s written notice(s) to proceed to the Contractor;
- (4) Properly authorized change orders;
- (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
- (6) Any other materials distributed by the City that relate to the services.



## EXHIBIT A

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact the services, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the services. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the services, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

### **Section 4. Contractor's Obligations**

(a) Performance of Services. Contractor shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(e) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(f) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

## EXHIBIT A

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(g) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(h) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

### **Section 5. Performance Schedule**

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

## EXHIBIT A

### **Section 6. Payment.**

(a) Compensation; Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with the fee schedule(s) established in the Contract Documents, subject to changes in the Scope of Services or additional services agreed upon in writing. Contactor acknowledges that the City's total budget for the services has been established in an amount not to exceed \$150,000 for the Initial Term, or any Renewal Term hereof. Contractor further acknowledges that City may select one or more additional contractors to provide the services under this Agreement and that Contractor shall not be entitled to a minimum amount of compensation during the term hereof. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services.

(b) Deductions. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

### **Section 7. Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If

## EXHIBIT A

such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

### **Section 7. Termination; Suspension**

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the

## EXHIBIT A

expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

### **Section 8.     Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

### **Section 9.     Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder. Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

## EXHIBIT A

### **Section 10. Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

### **Section 11. Verifications by Contractor**

Contractor's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

### **Section 12. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same



## EXHIBIT A

instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

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

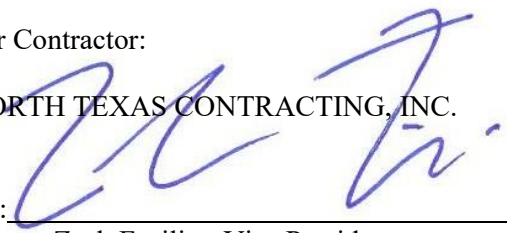
Date: \_\_\_\_\_

Notice Address:

Town of Addison  
Attn: Wesley S. Pierson, City Manager  
5300 Belt Line Road  
Town of Addison, Texas 75254  
E: [wpierson@addisontx.gov](mailto:wpierson@addisontx.gov)

For Contractor:

NORTH TEXAS CONTRACTING, INC.

By:  \_\_\_\_\_  
Zach Fusilier, Vice President

Date: 3/28/22 \_\_\_\_\_

Notice Address:

North Texas Contracting  
Attn: Zach Fusilier, Vice President  
PO Box 468  
Keller, Texas 76244  
E: [zach@ntexcon.com](mailto:zach@ntexcon.com)

## EXHIBIT B

### CONTRACT SERVICES AGREEMENT On-Call Annual Water and Sewer Line Services Request for Proposals # 22-42

This Contract Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Rey Mar Construction, LLC** ("Contractor") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

#### RECITALS

**WHEREAS**, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1. Scope of Services**

On an as-needed basis upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to City's Request for Proposals # 22-42 for on-call annual water and sewer line services in conformance with the Contract Documents (defined below). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

#### **Section 2. Term of Agreement**

The term of this Agreement shall become effective on the last date of execution hereof (the "Effective Date") and shall remain in effect for a period of one (1) year (the "Initial Term"), unless sooner terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to four additional one (1) year periods (each a "Renewal Term"). City may, in its sole discretion, extend the term hereof as necessary to allow Contractor to complete work on any uncompleted work authorized by City prior to the expiration of this Agreement. Notwithstanding the foregoing, this Agreement may be sooner terminated as provided herein.

#### **Section 3. Contract Documents**

This Agreement is a part of the "Contract Documents", which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City's Request for Proposals # 22-42;
- (3) City's written notice(s) to proceed to the Contractor;
- (4) Properly authorized change orders;
- (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
- (6) Any other materials distributed by the City that relate to the services.



## EXHIBIT B

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact the services, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the services. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the services, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

### **Section 4. Contractor's Obligations**

(a) Performance of Services. Contractor shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(e) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(f) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for



## EXHIBIT B

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(g) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(h) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

### **Section 5. Performance Schedule**

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.



## EXHIBIT B

### **Section 6. Payment.**

(a) Compensation; Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with the fee schedule(s) established in the Contract Documents, subject to changes in the Scope of Services or additional services agreed upon in writing. Contactor acknowledges that the City's total budget for the services has been established in an amount not to exceed \$150,000 for the Initial Term, or any Renewal Term hereof. Contractor further acknowledges that City may select one or more additional contractors to provide the services under this Agreement and that Contractor shall not be entitled to a minimum amount of compensation during the term hereof. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services.

(b) Deductions. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

### **Section 7. Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If



## EXHIBIT B

such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

### **Section 7. Termination; Suspension**

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the



## EXHIBIT B

expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

### **Section 8.      Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

### **Section 9.      Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder. Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.



## EXHIBIT B

### **Section 10. Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

### **Section 11. Verifications by Contractor**

Contractor's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

### **Section 12. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same

EXHIBIT B

instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

EXHIBIT B

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

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


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

Notice Address:

Town of Addison  
Attn: Wesley S. Pierson, City Manager  
5300 Belt Line Road  
Town of Addison, Texas 75254  
E: [wpierson@addisontx.gov](mailto:wpierson@addisontx.gov)

For Contractor:

REY MAR CONSTRUCTION, LLC

By:  \_\_\_\_\_  
David Martinez, General Partner

Date: 3-30-2022

Notice Address:

Rey Mar Construction, LLC  
Attn: David Martinez, General Partner  
3416 Reed St.  
Fort Worth, Texas 76119  
E: [david@reymarconstruction.com](mailto:david@reymarconstruction.com)

## **Solicitation 22-42**

# **On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

**Bid Designation: Public**



**Town of Addison**



**Bid 22-42**  
**On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

Bid Number **22-42**  
Bid Title **On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

Bid Start Date **Dec 10, 2021 2:43:23 PM CST**  
Bid End Date **Jan 13, 2022 2:00:00 PM CST**  
Question & Answer End Date **Jan 10, 2022 8:00:00 AM CST**

Bid Contact **Wil Newcomer**  
**Purchasing Manager**

Bid Contact **Diana Munoz**  
**Purchasing Specialist**

**Description**

- \*NO FAX OR EMAIL SUBMITTALS ACCEPTED
- \*THIS IS AN AS-NEEDED, WHEN-NEEDED CONTRACT AND NOT A GUARANTEE OF WORK.
- \*THE TOWN MAY USE SOME, NONE, OR ALL OF THE SERVICES LISTED IN THIS SOLICITATION.



BIDDING DOCUMENTS  
FOR  
ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,  
AND/OR REHABILITATION SERVICES  
ANNUAL CONTRACT  
  
TOWN OF ADDISON, TEXAS  
BID NUMBER 22-42

**I. Advertisement**  
**Town of Addison**  
**ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,**  
**AND/OR REHABILITATION SERVICES**  
**RFP NO. 22-42**

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide **ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – Annual Contract** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., DATE at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

**This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.**

Contractors should identify their proposal on the outside of the envelope by writing the words **"22-42 ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES."**

**PAPER PROPOSALS SHALL BE REQUIRED.** One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.

In lieu of a bid bond, proposals shall be accompanied by a completed Bonding Requirements Affidavit to show responding entities are bondable. The Bonding Affidavit shall be 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.

Some work/jobs may exceed \$50k and therefore the awarded contractor(s) must be able to provide the appropriate bonds at that time.

Related documents may be downloaded from [www.bidsync.com](http://www.bidsync.com). The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only [www.bidsync.com](http://www.bidsync.com) will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to

select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

Throughout the term of this contract, the Town and awarded contractor will work together and identify when bonds are necessary and must provide to the Town (Performance Bond, Labor and Material Payment Bond, and Maintenance Bond). 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.

The Offeror (Proposer) must supply all the information required by the Offeror Qualification Statement.

For information on the proposal or work to be performed, please submit all questions on [www.bidsync.com](http://www.bidsync.com). All questions must be received by 8:00am on January 10, 2022.

## II. Introduction

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors, or firms for on call water and sewer line leak repairs, replacement and/or rehabilitation services.

### B. SCOPE OF WORK / GENERAL CONDITIONS

Town of Addison, Texas is experiencing a backup with leak repairs on their water and sanitary sewer lines, services, and appurtenances and are looking for a qualified firm to assist with these repairs on an as needed basis. The contact period will be effective for three (3) years from the date of award. The contract shall contain and option to extend the term of the agreement for three (3) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for one year and contractor will be granted a mutually agreed to annual price increase on bid items for the subsequent years. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

1. The Town is expected to award a primary contract and has the option to award a secondary contract if warranted to two separate firms.
2. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
3. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
4. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the repair or replacement of items initially identified.
5. The town owns several hundred miles of water and sanitary sewer lines. The infrastructure ranges in size from 42-inch diameter mains to  $\frac{3}{4}$  inch service lines. The list of pipeline materials includes copper (CU), ductile iron (DI), cast iron (CI), reinforced concrete cylinder pipe (RCCP), pre-stressed concrete cylinder pipe (PCCP), Steel, and poly-vinyl chloride pipe (PVC).
6. The types of service that this contract could include but is not limited to is the following.
  - a. Point Repairs
  - b. Direct Replacement
  - c. Valve/hydrant replacement

- d. Manhole/wet well
  - e. Repair of damage structures
    - i. Concrete Street/Curb
    - ii. Landscape/irrigation
    - iii. ADA ramps
7. To be considered for selection, the company shall be qualified and capable of delivering any of the services identified above. If sub-contractors are to be used for any portion of the work, the sub-contractor shall be identified, and pertinent information related to their aspect of the team should be provided.
  8. The contractor shall furnish and install all necessary temporary works for the protection of the contracted work, including lights at night, barricades, and warning signs.
  9. Contractor is responsible for determining the exact location of all underground utilities and notifying DIG-TESS prior to any excavation work.
  10. The selected Company / companies will be contacted whenever the Town has a need for repairs to an existing water or sewer line or any associated appurtenances. Scope of work and other related details will be provided at the time of any request. The companies will then have 3 (three) calendar days to begin the repair. Prior to the third day and after the initial request the contractor will schedule a time to meet with Town representatives on site to determine scope of work, bid items to be utilized and construction schedule.
  11. There may be times when a project's urgency may require the Town to request responses within a shorter timeframe, which will be conveyed at the time of the request.
  12. If the Town repeatedly encounters quality issues or slow work from a selected company that are not resolved to the Town's satisfaction, the Town may discontinue requesting work from that company.
  13. Once the contract is awarded the Town reserves the right to request a repair be made based on Time and Materials if the repair does not match any bid items related to this document. Labor rates and material cost will be agreed to prior to commencing of work. The contractor is allowed a percent mark up on this type of work and is set per the bid item labeled "Percent mark up on Time and Materials cost."



### III. INSTRUCTION TO BIDDERS

#### 1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses SHALL be submitted in hard copy to the Finance Department address above. One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

#### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the [www.bidsync.com](http://www.bidsync.com) system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

#### 3.0 TAXES

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

#### 4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents to ensure that the services you are proposing meet the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

#### 5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
  - b. Bidders are instructed to include all necessary charges related to this solicitation.

## **6.0 AWARD OF CONTRACT**

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Three (3) references for the contractors, vendors, or firms (30 points maximum) – Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number and type of line repairs completed. (See bid form)
  - Price – lowest price receives maximum points (40 points maximum) – Each bid item will be evaluated, and value paid to the contractor based on theoretical quantities set by the evaluation team prior to receiving bids. The overall cumulative costs will be based on the total of the bid items. It is the intent of the Town to be billed monthly for services rendered. Any services provided outside of the scope must first be preapproved by Town staff. (See bid form)
  - Response Time/Restoration Time (30 points maximum) – provide the time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Indicate the amount of time you will take on a standard repair item from the time the crews enter the site until it is fully restored. (See bid form)
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.
- 6.3 The anticipated start date is February-March 2022.

## **7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED**

- 7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

## **8.0 RESOLUTION OF DISPUTES**

- 8.1 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.

## **9.0 NON-DISCRIMINATION POLICY**

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

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.

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

## **10.0 GENERAL CONDITIONS**

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.

- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor will provide, for Town approval, the names of material vendors and a copy of mix designs for concrete and HMAC.
- 10.5 The contractor shall designate a full-time Project Manager who shall be the one responsible for receiving the call when repairs are required. The Town's representative will communicate only with the Project Manager when services are required. The contractor may replace the designated project manager after notification to the Town.
- 10.6 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.7 The Town may request replacement of designated project manager after written notification to contractor.
- 10.8 The contractor is required to have a list of all subcontractors used submitted to the Town.
- 10.9 Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
  - New Year's Day
  - Memorial Day
  - July Third and Fourth
  - Labor Day
  - Thanksgiving Day and Day after Thanksgiving
  - Christmas Eve and Day
  - Martin Luther King Day
  - Taste of Addison
  - Addison Kaboom Town
  - Addison Oktoberfest
- 10.10 During emergency situations working hours will be suspended by the Town and contractor notified of such approval.
- 10.11 The contractor hereby agrees to commence work on non-emergency repairs within three (3) working days of notice being given and complete the work on each group of repairs within the agreed upon time frame.
- 10.12 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both,

at the contractor's expense. All invoices are to be submitted to the Town of Addison, 16801 Westgrove Drive, Addison, Texas 75001 or [pweinvoices@addisontx.gov](mailto:pweinvoices@addisontx.gov). The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial first year.

- 10.13 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums, agreed unit prices or time and materials with a markup. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

- 10.14 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 10.15 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.16 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and

regulations that in any manner may affect cost, progress or performance of the Work.

- 10.17 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.18 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.19 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.20 Interlocal Agreement: It is desirable for the successful bidder to agree 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 and 271 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 the bid price, to any other participant.
- 10.21 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.
- 10.22 Prior or pending litigation or lawsuits: Each supplier 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.

## **11.0 TERMINATION OF AGREEMENT**

- 11.1 BY TOWN: Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at



its sole option, shall have the right to terminate the contract without further cause.

- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
- b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
  1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
  2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
  3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
  4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

## 11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

## 12.0 Warranty

- 12.1 All work performed under this contract for the Town and Addison shall be warranted for a period of two (2) years. If within (2) years after

acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of notice from the Town.

- 12.2 Some work may require bonds. The Town will work with the awarded contractor to identify these circumstances.

## **IV. General Construction Specifications Town of Addison**

### **A. Traffic Control**

a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.

b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.

c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.

d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.

e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.

f. Stop/Slow paddles will be used in all flagging operations.

g. Flagging personnel must meet the qualifications as stated in the TMUTCD.

- h. No streets shall be closed to traffic without written approval from the Town.
- i. All construction signing shall be reflective and “like new” in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. “Construction Ahead” and “End of Construction” signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

## **B. Temporary Construction Water Meter**

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

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

## **C. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps**

1. Any repairs needed to the surrounding area caused by leak repairs shall be in accordance with Town Standard Construction Details that is found on the website below.

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

2. Asphalt mix designs shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 302 “Asphalt Pavement”
3. All storm drainage installation shall follow Town of Addison Standard Construction Details for “Storm Drainage” that is found on the website below.

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

4. All barrier free ramps consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. The pay item will be by each, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The Town of Addison shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full compliance to federal and state ADA requirements.**
5. Detectable warnings
  - a. Detectable warnings shall be cast in place (wet set). The inspector will determine which type will be used during the layout of the ramp. They shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp.
  - b. All detectable warnings shall be Tekway ADA Systems or approved equivalent. The color shall be terra cotta.

#### **D. Construction Plans**

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

#### **E. Sediment Control**

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

#### **F. Equipment Left on Jobsite**

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

#### **G. Joint and Crack Sealants**

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

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

#### **H. General Construction Notes**

1. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
2. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
3. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
4. Removal of integral curb will be included in the unit price of concrete pavement removal.
5. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
6. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
7. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
8. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgement of the Town or property owner, it can be neatly spread over the adjacent area. No stockpiling of material in the street will be allowed after work hours. The cost for this is subsidiary to the pavement repair.
9. Topsoil will be used to level up excavated areas to receive sod.
10. The contractor shall remove all trees, stumps, brush and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.
11. Delays associated with the delivery of material will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.

12. No concrete shall be placed at any job site until the contractor has notified the Town's representative and requested and received an inspection of the site. The contractor shall request such inspection at least twenty-four (24) hours prior to concrete being placed. Any concrete placed without an inspection shall be removed and replaced at the contractor's expense.
13. Bar chairs to support reinforcing steel and dowel rods shall be used in repairs as required
14. Tooled joints in sidewalk will not be sealed. All other joints will be sealed.
15. All inlets within the project limits, and any that may be affected by runoff from the repair area, will be protected. The Town's inspector will determine if any inlet needs to be cleaned due to runoff from the area.
16. The areas adjacent to construction shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the repair.
17. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform Town inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Town inspector and set up time to run system to verify repairs are satisfactory.

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

18. Repairs to water service lines cut during construction on the customer's side of the meter will be completed by a Licensed Plumber at the expense of the contractor.



19. The contractor is responsible for insuring density of sub-grade meets towns specifications for each repair. Lack of testing does not relieve the contractor of this responsibility.
20. The contractor will make every effort to match existing sod on all repairs.
21. The line item for crushed rock subgrade is intended for special projects and will only be used at the discretion of the inspector. The line item includes the contractor providing, placing, and compacting the crushed rock subgrade.
22. Contractor's vehicles shall contain company name and information displayed properly on the side.
23. Labors shall have a uniform identifying who they are working for.

## V. Proposal Form

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

- **Price:** Evaluation will award up to 40 points based on pricing with low bid receiving all 40 points.
- **Previous Performance:** Evaluation will award up to 30 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference.
- **Response Time/Restoration Time:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 30 points based on time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Restoration time is based on the amount of time indicated to make a standard repair from the time the crews enter the site until it is fully restored.

- Price - 40%
- Experience and Past Previous Performance - 30%
- Response Time/Restoration Time - 30%

**PROPOSAL FORM**

TO: The Honorable Mayor and  
Town Council Town of  
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Sig

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

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

Business  
Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF ADDENDA:**

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

**PROPOSAL FORM  
REFERENCES**

Reference #1

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Reference #2

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Reference #3

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

**PROPOSAL FORM  
RESPONSE TIME/RESTORATION TIME**

Project Manager Assigned to project on daily basis

Name: \_\_\_\_\_

This proposal is requesting a maximum 72 hours from time of notification to commencement of work.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

Assumptions:

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replace is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

Proposed Time **NON-EMERGENCY**:

- A. Representative on site to assess the work \_\_\_\_\_(Hrs)
- B. From notification to mobilized on site \_\_\_\_\_(days)
- C. Pavement removal, excavation, repair, backfill \_\_\_\_\_(days)
- D. From pavement replacement to open to traffic \_\_\_\_\_(days)

Proposed Time **EMERGENCY**:

- E. Representative on site to assess the work \_\_\_\_\_(Hrs)
- F. From notification to mobilized on site \_\_\_\_\_(Hrs)
- G. Pavement removal, excavation, repair, backfill \_\_\_\_\_(Hrs)
- H. From pavement replacement to open to traffic \_\_\_\_\_(days)

**PROPOSAL FORM  
LITIGATION/LAWSUITS**

Contractor to list any prior or pending litigation or lawsuits. If none, then list as N/A

---

---

---

**PROPOSAL FORM  
SUBCONTRACTORS**

Contractor to list any services to be performed by Sub. List legal name of sub and type of work they are to perform. If no subs are to be used, then list as N/A.

---

---

---

---



**BID FORM**

Item No	Item Description	Unit	Unit Bid Price		Total Bid Price
					For Evaluation
<b>WATER MAIN</b>					
1	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
2	Repair 1-inch or smaller water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA			
3	Repair 1-1/4-inch to 2-inch water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA			
4	Repair 6-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
5	Repair 6-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
6	Repair 8-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
7	Repair 8-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
8	Repair 10-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
9	Repair 10-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
10	Repair 12-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
11	Repair 12-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
12	Repair 16-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
13	Repair 16-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
14	Repair 24-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
15	Repair 24-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
16	Repair 36-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
17	Repair 36-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			
18	Repair 42-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA			

19	Repair 42-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA		
20	Remove and replace fire hydrant with WaterMaster 5CD250 Fire Hydrant 6" MJ Shoe by EJ per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
21	Remove and replace existing 6-inch valve with 6-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
22	Remove and replace existing 8-inch valve with 8-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
23	Remove and replace existing 10-inch valve with 10-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
24	Remove and replace existing 12-inch valve with 12-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
25	Remove and replace existing 16-inch valve with 16-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA		
<b>SANITARY SEWER MAIN</b>				
26	Trench Safety		INCIDENTAL TO OTHER BID ITEMS	
27	Repair 6-inch or smaller sanitary sewer service up to 10 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
28	Repair 6-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
29	Repair 6-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
30	Repair 8-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
31	Repair 8-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
32	Repair 10-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
33	Repair 10-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
34	Repair 12-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
35	Repair 12-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA		
<b>TRAFFIC CONTROL</b>				
36	Steel Plates 6' x 10'	DAY		
37	Steel Plates 8' x 10'	DAY		

38	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY		
39	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY		
40	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY		
<b>PAVING</b>				
41	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY		
42	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY		
43	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF		
44	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA		
45	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF		
46	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF		
47	Remove and replace 6-inch HMA Type B or C pavement per city specifications, including all incidentals necessary	SY		
48	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER BID ITEMS	
49	Bermuda sod w/topsoil	SY		
50	St. Augustine sod w/topsoil	SY		
<b>MOBILIZATION</b>				
51	Standard Mobilization per work order	EA		
52	Emergency Mobilization per work order	EA		
<b>MISCELLANEOUS</b>				
53	Proposed Annual percentage of price escalation per year after year one is complete	%		
54	Proposed percent mark up on Time and Material costs	%		

By submitting a bid in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this bid to be executed as of the day and year indicated above.

Printed Name	Signature
Title	Email
Phone	Fax

**CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, 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 construction of certain improvements as follows:

**ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – ANNUAL CONTRACT**

**PUBLIC WORKS AND ENGINEERING SERVICES BID NUMBER 22-42**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions 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 construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and 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 Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work as stated in the within the scope of work/general conditions after the date of written notice to do so shall have been given to him, to complete the work within time specified after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in current funds for the performance of the Contract in accordance with the Proposal 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, TEXAS (OWNER)**

**ATTEST:**

By: \_\_\_\_\_  
City Manager

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

**(CONTRACTOR)**

**ATTEST:**

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

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

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

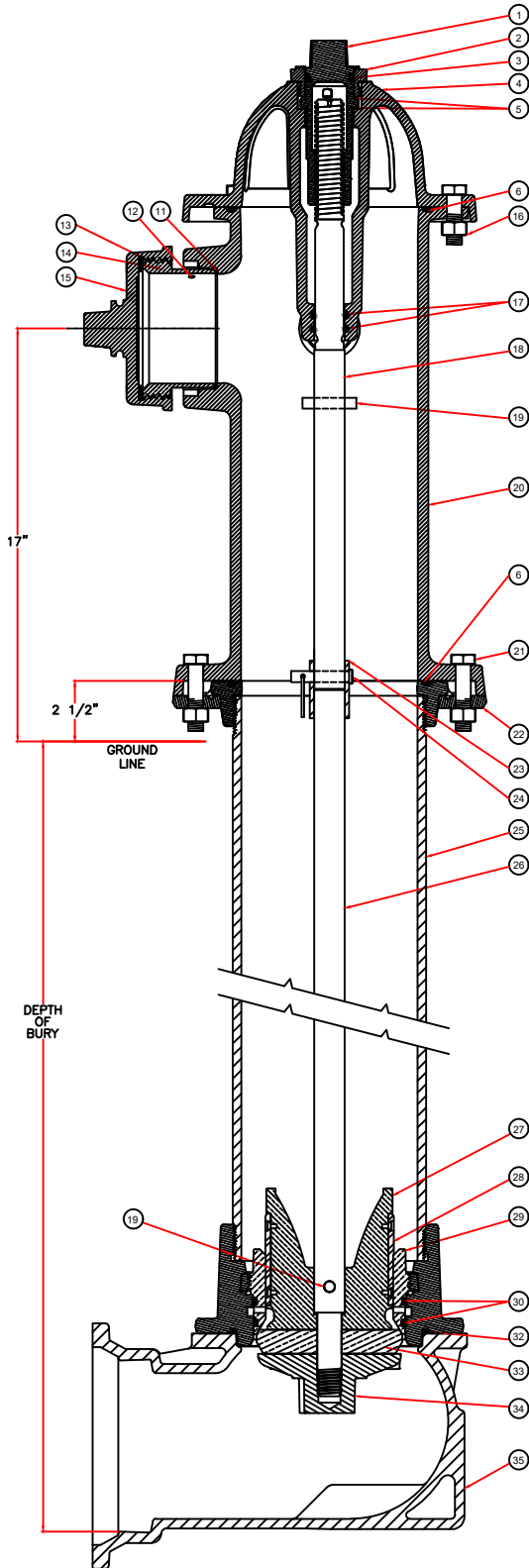
I, \_\_\_\_\_ certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority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

Signed: \_\_\_\_\_

Corporate Seal



# WaterMaster<sup>®</sup> 5CD250 Fire Hydrant 6" MJ Shoe



### Product

WaterMaster<sup>®</sup> 5CD250 Fire Hydrant

### Design Features

1. RATED WORKING PRESSURE = 250 PSI.
2. MEETS ANSI/AWWA C502.
3. UL LISTED/FM APPROVED.

### Components

CAT NO.	PARTS LIST	MATERIAL
1	OPERATING NUT	BRONZE
2	HOLD DOWN NUT	BRONZE
3	WEATHER SEAL "O" RING	BUNA-N
4	TOP BONNET	D.I.
5	THRUST WASHER	DELIN
6	QUAD RINGS*	BUNA-N
7	HOSE NOZZLE "O" RING **	BUNA-N
8	HOSE NOZZLE **	BRONZE
9	HOSE NOZZLE GASKET **	RUBBER
10	HOSE NOZZLE CAPS **	C.I.
11	PUMPER NOZZLE "O" RING	BUNA-N
12	PIPE PLUG 1/4 NPTF 5S HX	STN. STL.
13	PUMPER NOZZLE GASKET	RUBBER
14	PUMPER NOZZLE	BRONZE
15	PUMPER NOZZLE CAP	C.I.
16	TOP BONNET BOLTS & NUTS	ZINC PL. GR. 8
17	RESERVOIR "O" RING	BUNA-N
18	OPERATING STEM TOP 24 1/4"	STEEL W/BRASS SLEEVE
19	DRIVE-LOC PIN	STN. STL.
20	NOZZLE STANDPIPE	D.I.
21	SAFETY FLG. BOLTS & NUTS	ZINC PL. GR. 8
22	SWIVEL FLANGES (FRANGIBLE)	C.I.
23	STEM COUPLING (FRANGIBLE)	GALV. STL.
24	COUPLING PIN & RING COTTER	STN. STL.
25	STANDPIPE LOWER SECTION	D.I. W/BRONZE INSERT
26	OPERATING STEM LOWER	STEEL
27	HIGH PRESSURE DRIP SHUTOFF	BRONZE
28	INSERTS	HDPE
29	VALVE SEAT	BRONZE
30	VALVE SEAT "O" RING	BUNA-N
31	BRASS DRAIN HOLE BUSHING **	BRASS
32	INLET FLANGE "O" RING	BUNA-N
33	SEATING VALVE RUBBER	RUBBER
34	VALVE WASHER	D.I./EPOXY
35	BOTTOM INLET	D.I./EPOXY
36	INLET FLG. BOLTS & NUTS **	STN. STL. 18-8
37	CHAINS **	ZN. PL. STL.
38	SET SCREW (1/4 - 20 SS CONE PT) **	STN. STL.
39	INSERT SCREWS **	STN. STL.

\* NOT A REPLACEMENT PART  
\*\* NOT SHOWN

### Drawing Revision

Designer: MWP 08/25/20

Revised By:

### Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2020 EJ GROUP, Inc. All rights reserved.

### Contact

800 626 4653  
ejco.com



**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. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial (Public) General 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. <b>Insurance company must be A-:VII rated or above.</b>
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. <b>Insurance company must be A-:VII-rated or above.</b>

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.

## 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.

31. NO INDUSTRY DISCRIMINATION. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

---

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

---

## Question and Answers for Bid #22-42 - On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services

### Overall Bid Questions

#### Question 1

Is there an estimated cost range? (Submitted: Dec 10, 2021 4:31:09 PM CST)

#### Answer

- As stated in the bid documents this is an "as needed" contract. The anticipated spending for repairs during 2022 is budgeted at \$150,000. (Answered: Dec 13, 2021 9:02:29 AM CST)

#### Question 2

Is there a plan holders list for this project? (Submitted: Jan 5, 2022 11:20:57 AM CST)

#### Answer

- There is no plan holders list for this project. (Answered: Jan 5, 2022 11:23:01 AM CST)

**PROPOSAL FORM**

TO: The Honorable Mayor and  
Town Council Town of  
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Printed  
Name: Zach Fusilier  
Title: Vice President  
Business  
Name: North Texas Contracting  
Date: 1/13/22

ACKNOWLEDGMENT OF ADDENDA:

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

**PROPOSAL FORM  
REFERENCES**

\* PLEASE SEE ATTACHED  
FOR MORE

Reference #1

Entity Name: City of Grand Prairie

Type of Work performed: Emergency Repairs

Address: 620 Small Hill Dr. Grand Prairie, TX 75050

Point of Contact: Gregory Holman

Title: Public Works Superintendent

Phone Number: 214-714-8220

Email: gholman@gptx.org

Reference #2

Entity Name: City of Grapevine

Type of Work performed: Emergency Repairs

Address: 200 S. Main St. Grapevine, TX 76051

Point of Contact: James Tuttle

Title: Utility Field Superintendent

Phone Number: 817-657-1653

Email: jtuttle@grapevintexas.gov

Reference #3

Entity Name: Town of Addison

Type of Work performed: Emergency Repairs

Address: 5300 Belt Line Rd. Addison, TX 75254

Point of Contact: Jason Sutton

Title: Utilities Manager

Phone Number: 214-263-0033

Email: jsutton@addisontx.gov



**FINANCIAL REFERENCES**

**PHYSICAL ADDRESS:** 4999 Keller Haslet Road  
Keller, Texas 76248

**MAILING ADDRESS:** P.O. Box 468  
Keller, Texas 76244

**PHONE:** 817-430-9500

**FAX:** 817-430-9207

**A/P CONTACT:** Claudia Cavazos

**EMAIL:** [claudia@ntexcon.com](mailto:claudia@ntexcon.com)

**WEBSITE:** [www.northtexascontracting.com](http://www.northtexascontracting.com)

**OWNER / OFFICER** Jay M. Louy, President  
Zach Fusilier, Vice President

**SELF PERFORMED TRADES:** Utilities, Earthwork & Concrete

**TYPE OF ENTITY:** Corporation (Texas)

**BUSINESS ESTABLISHED:** 1990

**FEDERAL ID #:** 75-2337696

**ANNUAL SALES:** Average \$165 Million (2017-2020)  
\$183 Million in 2020

**BANK REFERENCE:** Bank of Texas  
2650 Royal Lane  
Dallas, Texas 75229  
972-831-3137 (Michael Clinton, VP)

**BONDING COMPANY:** AON Risk Services  
2711 North Haskell Avenue  
Dallas, Texas 75204  
214-989-2194 (Rick Reyna)

**SURETY:** Arch Insurance

**TRADE & CREDIT REFERENCES**

**Ameritex Pipe Group (RCB / RCP Supplier)**  
Gunter, Texas  
Rocky Lorenz  
P – 817-829-4525

**Ferguson (Pipe Supplier)**  
Dallas, Texas  
Ryan Moore  
P-214-507-4896

**LB Transportation (Aggregate Supplier)**  
Keller, TX 76244  
Robert Bradely  
P-817-337-6830

**Barnsco (Rebar Supplier)**  
Dallas, TX  
Audrey Mcclanahan  
P-972-946-7006

**PROPOSAL FORM  
RESPONSE TIME/RESTORATION TIME**

Project Manager Assigned to project on daily basis

Name: Andrew Rolph

This proposal is requesting a maximum 72 hours from time of notification to commencement of work.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

**Assumptions:**

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replace is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

**Proposed Time NON-EMERGENCY:**

A.	Representative on site to assess the work	<u>4</u> (Hrs)
B.	From notification to mobilized on site	<u>2</u> (days)
C.	Pavement removal, excavation, repair, backfill	<u>3</u> (days)
D.	From pavement replacement to open to traffic	<u>3</u> (days)

**Proposed Time EMERGENCY:**

E.	Representative on site to assess the work	<u>2</u> (Hrs)
F.	From notification to mobilized on site	<u>8</u> (Hrs)
G.	Pavement removal, excavation, repair, backfill	<u>48</u> (Hrs)
H.	From pavement replacement to open to traffic	<u>72</u> (days)

**PROPOSAL FORM  
LITIGATION/LAWSUITS**

Contractor to list any prior or pending litigation or lawsuits. If none, then list as N/A

N/A

**PROPOSAL FORM  
SUBCONTRACTORS**

Contractor to list any services to be performed by Sub. List legal name of sub and type of work they are to perform. If no subs are to be used, then list as N/A.

N/A - Self Perform



**BID FORM**

Item No	Item Description	Unit	Unit Bid Price		Total Bid Price For Evaluation
<b>WATER MAIN</b>					
1	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
2	Repair 1-inch or smaller water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	9,500		9,500
3	Repair 1-1/4-inch to 2-inch water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	10,000		10,000
4	Repair 6-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	20,000		20,000
5	Repair 6-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	28,000		28,000
6	Repair 8-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	21,000		21,000
7	Repair 8-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000		29,000
8	Repair 10-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	22,000		22,000
9	Repair 10-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	31,000		31,000
10	Repair 12-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	26,000		26,000
11	Repair 12-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	35,000		35,000
12	Repair 16-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	40,000		40,000
13	Repair 16-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	60,000		60,000
14	Repair 24-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	60,000		60,000
15	Repair 24-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	80,000		80,000
16	Repair 36-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	90,000		90,000
17	Repair 36-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	120,000		120,000
18	Repair 42-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	120,000		120,000

19	Repair 42-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	150,000		150,000
20	Remove and replace fire hydrant with WaterMaster 5CD250 Fire Hydrant 6" MJ Shoe by EJ per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	17,000		17,000
21	Remove and replace existing 6-inch valve with 6-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	14,000		14,000
22	Remove and replace existing 8-inch valve with 8-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	15,000		15,000
23	Remove and replace existing 10-inch valve with 10-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	18,000		18,000
24	Remove and replace existing 12-inch valve with 12-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	19,000		19,000
25	Remove and replace existing 16-inch valve with 16-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	35,000		35,000
<b>SANITARY SEWER MAIN</b>					
26	Trench Safety		INCIDENTAL TO OTHER BID ITEMS		
27	Repair 6-inch or smaller sanitary sewer service up to 10 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	11,000		11,000
28	Repair 6-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	18,000		18,000
29	Repair 6-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	32,000		32,000
30	Repair 8-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	20,000		20,000
31	Repair 8-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	34,000		34,000
32	Repair 10-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	20,000		20,000
33	Repair 10-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	37,500		37,500
34	Repair 12-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	24,000		24,000
35	Repair 12-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	39,000		39,000
<b>TRAFFIC CONTROL</b>					
36	Steel Plates 6' x 10'	DAY	800		800
37	Steel Plates 8' x 10'	DAY	1,000		1,000

38	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	800		800
39	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	1,150		1,150
40	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	1,400		1,400
<b>PAVING</b>					
41	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY	1,050		1,050
42	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY	1,100		1,100
43	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF	55		55
44	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA	4,000		4,000
45	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF	25		25
46	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF	150		150
47	Remove and replace 6-inch HMAC Type B or C pavement per city specifications, including all incidentals necessary	SY	850		850
48	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER BID ITEMS		
49	Bermuda sod w/topsoil	SY	85		85
50	St. Augustine sod w/topsoil	SY	90		90
<b>MOBILIZATION</b>					
51	Standard Mobilization per work order	EA	5,000		5,000
52	Emergency Mobilization per work order	EA	7,000		7,000
<b>MISCELLANEOUS</b>					
53	Proposed Annual percentage of price escalation per year after year one is complete	%	10		10
54	Proposed percent mark up on Time and Material costs	%	15		15

By submitting a bid in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this bid to be executed as of the day and year indicated above.

Zach Fusilier  
 Printed Name

  
 Signature

Vice President  
 Title

Zach@ntexcon.com  
 Email

817-430-9500  
 Phone

817-430-9207  
 Fax

**THIS FORM MUST BE TURNED IN WITH YOUR BID**

**BID REQUIREMENT AFFIDAVIT**

**TO BE COMPLETED BY APPROPRIATE BONDING AGENT.**

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the Town of Addison, I will be able, within ten (10) working days after being notified of such award, to furnish the required payment, performance, and maintenance bonds to the TOWN meeting all of the requirements contained in this bid.



Agent Signature

Rick Reyna  
Printed Name

Arch Insurance Company  
Name of Insurance Carrier

5005 LBJ Freeway, Suite 1500, Dallas, TX 75244

Address of Agency

City

State

Zip

214/989-0000

Phone #

214/989-2580

Fax #

ricardo.reyna@aon.com

Email Address

North Texas Contracting, Inc.

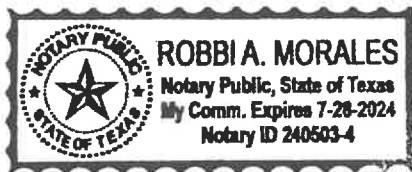
Vendor / Contractor Name

**Acknowledgement**

Subscribed and Sworn before me by the above named Rick Reyna

On this 12th day of January, 2022.

(seal)



Robbia A. Morales  
Notary Public in and for the State of Texas

**NOTICE TO THE AGENT**

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



**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 or material change in coverage.</u></b> <b>Insurance company must be A-:VII rated or above.</b>
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 or material change in coverage.</u></b> <b>Insurance company must be A-:VII rated or above.</b>
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 or material change in coverage.</u></b> <b>Insurance company must be A-:VII-rated or above.</b>

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# 22-42 On-Call Water & Sewer Repairs, Replacement and/or Rehab  
 Company: North Texas Contracting, Inc.

Printed Name: Zach Fusilier  
 Signature:  Date: 1/13/22

## 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#: 22-42 On-Call Water & Sewer Line Repairs, Replacement, and/or Rehab

Company Name: North Texas Contracting, Inc.

Signature: 

Date: 1/13/22

---

Information and Instruction Form

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

Section I Company Profile

Name of Business: North Texas Contracting, Inc.

Business Address: 4999 Keller Haslet Road  
Fort Worth, TX 76244

Contact Name: Zach Fusilier

Phone#: 817-430-9500

Fax#: 817-430-9207

Email: zach@ntexcon.com

Name(s) Title of Authorized Company Officers: Jay Lowy, President  
Zach Fusilier, Vice President

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder. 75-2337694

DUN #: 79-703-9039

Remit Address: If different than your physical address: same as above

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 90 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"  
*MINOR QUALIFICATION LETTER ATTACHED. NO MAJOR EXCEPTIONS*

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

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

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 *N/A*

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: \_\_\_\_\_

*1/13/22*

Title: *Vice President*

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

10/17/17

*[Handwritten Signature]*



Date: January 13, 2022

Attn: Ms. Diana Munoz  
Purchasing Specialist

Re: Solicitation 22-42 On-Call Water and Sewer Line Repairs, Replacement and/or  
Rehabilitation Services  
Qualification Letter

Ms. Munoz,

North Texas Contracting (NTC) is a heavy civil construction company that has been in business since 1990 specializing in underground utilities and turnkey concrete and civil general contracting for municipalities, private corporations, and educational entities. Our firm has completed over 2,500 contracts for local municipalities on projects similar to this one in scope, location and magnitude. We are very hopeful our figure submitted is competitive as we would very much like to be involved in the construction of this project.

NTC has grown into one of the larger underground utility / concrete contractors in the DFW Metroplex averaging over \$185 +/- Million in revenue per year over the last three years. We have existing municipal maintenance contracts currently with Grand Prairie, Grapevine and Richardson and routinely perform emergency repairs work for several city's including the town of Addison.


Our firm has done our best to price the work per the provided information but would like to clarify a few items to prevent any issues in the future:

- 1) Bid assumes testing lab if needed will be paid by the City unless retesting needed.
- 2) Bid assumes lines deeper than 6' per the items shall not exceed 10' in depth.
- 3) Bid assumes all replacements are PVC materials. No RCCP included as the lead time was quoted as 12-14 weeks. Unless a joint of each size was purchased by the City the materials would not be ready for any repairs for 16" or larger with RCCP.
- 4) Paving assumes the minimum payment would be 20 SY or a 15' x 12' panel.
- 5) Gate valve replacements are priced assuming stand alone valve replacements. A lesser value could be provided for valves installed at point repairs where a pipe repair item as paid as well.
- 6) All backfill above City std embedment assumed to be native.
- 7) Paving includes 8" of subsidiary flex base.
- 8) Irrigation repairs excluded. Can provide via T & M if needed.



We sincerely appreciate the opportunity to provide a proposal on the project. Additional information about our firm can be found at [www.northtexascontracting.com](http://www.northtexascontracting.com) as well. In addition to the references provided with the bid we would welcome an interview where we could discuss our team, the project construction approach as well as address any concerns the city or design team may have.

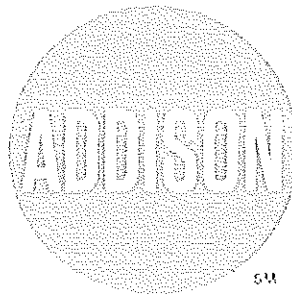
Respectfully Submitted,

  
Zach Fusilier  
Vice President

## **Solicitation 22-42**

# **On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

**Bid Designation: Public**



**Town of Addison**



**Bid 22-42**  
**On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

Bid Number **22-42**  
Bid Title **On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services**

Bid Start Date **Dec 10, 2021 2:43:23 PM CST**  
Bid End Date **Jan 13, 2022 2:00:00 PM CST**  
Question & Answer End Date **Jan 10, 2022 8:00:00 AM CST**

Bid Contact **Will Newcomer**  
**Purchasing Manager**

Bid Contact **Diana Munoz**  
**Purchasing Specialist**

**Description**

**\*NO FAX OR EMAIL SUBMITTALS ACCEPTED**

**\*THIS IS AN AS-NEEDED, WHEN-NEEDED CONTRACT AND NOT A GUARANTEE OF WORK.**

**\*THE TOWN MAY USE SOME, NONE, OR ALL OF THE SERVICES LISTED IN THIS SOLICITATION.**



**BIDDING DOCUMENTS**  
**FOR**  
**ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,**  
**AND/OR REHABILITATION SERVICES**  
**ANNUAL CONTRACT**

**TOWN OF ADDISON, TEXAS**  
**BID NUMBER 22-42**

**I. Advertisement**  
**Town of Addison**  
**ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT,**  
**AND/OR REHABILITATION SERVICES**  
**RFP NO. 22-42**

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide **ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – Annual Contract** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., DATE at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

**This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.**

Contractors should identify their proposal on the outside of the envelope by writing the words **"22-42 ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES."**

**PAPER PROPOSALS SHALL BE REQUIRED.** One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.

In lieu of a bid bond, proposals shall be accompanied by a completed Bonding Requirements Affidavit to show responding entities are bondable. The Bonding Affidavit shall be 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.

Some work/jobs may exceed \$50k and therefore the awarded contractor(s) must be able to provide the appropriate bonds at that time.

Related documents may be downloaded from [www.bidsync.com](http://www.bidsync.com). The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only [www.bidsync.com](http://www.bidsync.com) will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to

select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

Throughout the term of this contract, the Town and awarded contractor will work together and identify when bonds are necessary and must provide to the Town (Performance Bond, Labor and Material Payment Bond, and Maintenance Bond). 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.

The Offeror (Proposer) must supply all the information required by the Offeror Qualification Statement.

For information on the proposal or work to be performed, please submit all questions on [www.bidsync.com](http://www.bidsync.com). All questions must be received by 8:00am on January 10, 2022.

## II. Introduction

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors, or firms for on call water and sewer line leak repairs, replacement and/or rehabilitation services.

### B. SCOPE OF WORK / GENERAL CONDITIONS

Town of Addison, Texas is experiencing a backup with leak repairs on their water and sanitary sewer lines, services, and appurtenances and are looking for a qualified firm to assist with these repairs on an as needed basis. The contact period will be effective for three (3) years from the date of award. The contract shall contain and option to extend the term of the agreement for three (3) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for one year and contractor will be granted a mutually agreed to annual price increase on bid items for the subsequent years. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

1. The Town is expected to award a primary contract and has the option to award a secondary contract if warranted to two separate firms.
2. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
3. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
4. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the repair or replacement of items initially identified.
5. The town owns several hundred miles of water and sanitary sewer lines. The infrastructure ranges in size from 42-inch diameter mains to ¾ inch service lines. The list of pipeline materials includes copper (CU), ductile iron (DI), cast iron (CI), reinforced concrete cylinder pipe (RCCP), pre-stressed concrete cylinder pipe (PCCP), Steel, and poly-vinyl chloride pipe (PVC).
6. The types of service that this contract could include but is not limited to is the following.
  - a. Point Repairs
  - b. Direct Replacement
  - c. Valve/hydrant replacement

- d. Manhole/wet well
  - e. Repair of damage structures
    - i. Concrete Street/Curb
    - ii. Landscape/irrigation
    - iii. ADA ramps
7. To be considered for selection, the company shall be qualified and capable of delivering any of the services identified above. If sub-contractors are to be used for any portion of the work, the sub-contractor shall be identified, and pertinent information related to their aspect of the team should be provided.
  8. The contractor shall furnish and install all necessary temporary works for the protection of the contracted work, including lights at night, barricades, and warning signs.
  9. Contractor is responsible for determining the exact location of all underground utilities and notifying DIG-TESS prior to any excavation work.
  10. The selected Company / companies will be contacted whenever the Town has a need for repairs to an existing water or sewer line or any associated appurtenances. Scope of work and other related details will be provided at the time of any request. The companies will then have 3 (three) calendar days to begin the repair. Prior to the third day and after the initial request the contractor will schedule a time to meet with Town representatives on site to determine scope of work, bid items to be utilized and construction schedule.
  11. There may be times when a project's urgency may require the Town to request responses within a shorter timeframe, which will be conveyed at the time of the request.
  12. If the Town repeatedly encounters quality issues or slow work from a selected company that are not resolved to the Town's satisfaction, the Town may discontinue requesting work from that company.
  13. Once the contract is awarded the Town reserves the right to request a repair be made based on Time and Materials if the repair does not match any bid items related to this document. Labor rates and material cost will be agreed to prior to commencing of work. The contractor is allowed a percent mark up on this type of work and is set per the bid item labeled "Percent mark up on Time and Materials cost."

### III. INSTRUCTION TO BIDDERS

#### 1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses SHALL be submitted in hard copy to the Finance Department address above. One (1) paper original hard copy signed by someone with signing authority for the contractor and one (1) electronic copy (USB preferred) should be submitted.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

#### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the [www.bidsync.com](http://www.bidsync.com) system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

#### 3.0 TAXES

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

#### 4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents to ensure that the services you are proposing meet the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

#### 5.0 BIDDING



- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
  - b. Bidders are instructed to include all necessary charges related to this solicitation.

## **6.0 AWARD OF CONTRACT**

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Three (3) references for the contractors, vendors, or firms (30 points maximum) – Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number and type of line repairs completed. (See bid form)
  - Price – lowest price receives maximum points (40 points maximum) – Each bid item will be evaluated, and value paid to the contractor based on theoretical quantities set by the evaluation team prior to receiving bids. The overall cumulative costs will be based on the total of the bid items. It is the intent of the Town to be billed monthly for services rendered. Any services provided outside of the scope must first be preapproved by Town staff. (See bid form)
  - Response Time/Restoration Time (30 points maximum) – provide the time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Indicate the amount of time you will take on a standard repair item from the time the crews enter the site until it is fully restored. (See bid form)
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.
- 6.3 The anticipated start date is February-March 2022.

## **7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED**

- 7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

## **8.0 RESOLUTION OF DISPUTES**

- 8.1 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.

## **9.0 NON-DISCRIMINATION POLICY**

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

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.

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

## **10.0 GENERAL CONDITIONS**

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.

- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor will provide, for Town approval, the names of material vendors and a copy of mix designs for concrete and HMAC.
- 10.5 The contractor shall designate a full-time Project Manager who shall be the one responsible for receiving the call when repairs are required. The Town's representative will communicate only with the Project Manager when services are required. The contractor may replace the designated project manager after notification to the Town.
- 10.6 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.7 The Town may request replacement of designated project manager after written notification to contractor.
- 10.8 The contractor is required to have a list of all subcontractors used submitted to the Town.
- 10.9 Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
- New Year's Day
  - Memorial Day
  - July Third and Fourth
  - Labor Day
  - Thanksgiving Day and Day after Thanksgiving
  - Christmas Eve and Day
  - Martin Luther King Day
  - Taste of Addison
  - Addison Kaboom Town
  - Addison Oktoberfest
- 10.10 During emergency situations working hours will be suspended by the Town and contractor notified of such approval.
- 10.11 The contractor hereby agrees to commence work on non-emergency repairs within three (3) working days of notice being given and complete the work on each group of repairs within the agreed upon time frame.
- 10.12 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both,

at the contractor's expense. All invoices are to be submitted to the Town of Addison, 16801 Westgrove Drive, Addison, Texas 75001 or [pweinvoices@addisontx.gov](mailto:pweinvoices@addisontx.gov). The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial first year.

- 10.13 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums, agreed unit prices or time and materials with a markup. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

- 10.14 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 10.15 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.16 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and

regulations that in any manner may affect cost, progress or performance of the Work.

- 10.17 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.18 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.19 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.20 Interlocal Agreement: It is desirable for the successful bidder to agree 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 and 271 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 the bid price, to any other participant.
- 10.21 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.
- 10.22 Prior or pending litigation or lawsuits: Each supplier 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.

## **11.0 TERMINATION OF AGREEMENT**

- 11.1 BY TOWN: Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at

its sole option, shall have the right to terminate the contract without further cause.

- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
- b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
  1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
  2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
  3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
  4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

#### 11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

### 12.0 Warranty

- 12.1 All work performed under this contract for the Town and Addison shall be warranted for a period of two (2) years. If within (2) years after

acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of notice from the Town.

- 12.2 Some work may require bonds. The Town will work with the awarded contractor to identify these circumstances.

## **IV. General Construction Specifications Town of Addison**

### **A. Traffic Control**

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.



- h. No streets shall be closed to traffic without written approval from the Town.
- i. All construction signing shall be reflective and "like new" in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. "Construction Ahead" and "End of Construction" signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

### **B. Temporary Construction Water Meter**

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

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

### **C. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps**

1. Any repairs needed to the surrounding area caused by leak repairs shall be in accordance with Town Standard Construction Details that is found on the website below.

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

2. Asphalt mix designs shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 302 "Asphalt Pavement"
3. All storm drainage installation shall follow Town of Addison Standard Construction Details for "Storm Drainage" that is found on the website below.

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

4. All barrier free ramps consist of curb cuts, ramps, return curbs, landings, flares, and saw cuts. The pay item will be by each, to include all items considered part of the ramp, as defined in the above statement. Sidewalk transition will be paid as sidewalk repair. The Town of Addison shall decide the layout of the ramp components for each ramp location. The contractor will be responsible for ensuring ramps are built to meet all state and federal requirements. If the layout causes a conflict with ADA requirements, contractor shall inform the inspector of the conflict. **Any changes to the layout must still ensure full compliance to federal and state ADA requirements.**
5. Detectable warnings
  - a. Detectable warnings shall be cast in place (wet set). The inspector will determine which type will be used during the layout of the ramp. They shall be twenty-four (24) inches in depth in the direction of pedestrian travel, and full width of the ramp.
  - b. All detectable warnings shall be Tekway ADA Systems or approved equivalent. The color shall be terra cotta.

#### **D. Construction Plans**

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

#### **E. Sediment Control**

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

#### **F. Equipment Left on Jobsite**

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

#### **G. Joint and Crack Sealants**

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

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

#### **H. General Construction Notes**

1. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
2. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
3. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
4. Removal of integral curb will be included in the unit price of concrete pavement removal.
5. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
6. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
7. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
8. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgement of the Town or property owner, it can be neatly spread over the adjacent area. No stockpiling of material in the street will be allowed after work hours. The cost for this is subsidiary to the pavement repair.
9. Topsoil will be used to level up excavated areas to receive sod.
10. The contractor shall remove all trees, stumps, brush and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.
11. Delays associated with the delivery of material will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.

12. No concrete shall be placed at any job site until the contractor has notified the Town's representative and requested and received an inspection of the site. The contractor shall request such inspection at least twenty-four (24) hours prior to concrete being placed. Any concrete placed without an inspection shall be removed and replaced at the contractor's expense.
13. Bar chairs to support reinforcing steel and dowel rods shall be used in repairs as required.
14. Tooled joints in sidewalk will not be sealed. All other joints will be sealed.
15. All inlets within the project limits, and any that may be affected by runoff from the repair area, will be protected. The Town's inspector will determine if any inlet needs to be cleaned due to runoff from the area.
16. The areas adjacent to construction shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the repair.
17. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform Town inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Town inspector and set up time to run system to verify repairs are satisfactory.

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

18. Repairs to water service lines cut during construction on the customer's side of the meter will be completed by a Licensed Plumber at the expense of the contractor.

19. The contractor is responsible for insuring density of sub-grade meets towns specifications for each repair. Lack of testing does not relieve the contractor of this responsibility.
20. The contractor will make every effort to match existing sod on all repairs.
21. The line item for crushed rock subgrade is intended for special projects and will only be used at the discretion of the inspector. The line item includes the contractor providing, placing, and compacting the crushed rock subgrade.
22. Contractor's vehicles shall contain company name and information displayed properly on the side.
23. Labors shall have a uniform identifying who they are working for.

## V. Proposal Form

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

- **Price:** Evaluation will award up to 40 points based on pricing with low bid receiving all 40 points.
  - **Previous Performance:** Evaluation will award up to 30 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference.
  - **Response Time/Restoration Time:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 30 points based on time it will take to gather resources and mobilize to site once notification has been received from the Town of Addison for repair work. Restoration time is based on the amount of time indicated to make a standard repair from the time the crews enter the site until it is fully restored.
- Price - 40%
  - Experience and Past Previous Performance - 30%
  - Response Time/Restoration Time - 30%

**PROPOSAL FORM**

TO: The Honorable Mayor and  
Town Council Town of  
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Sig

Printed  
Name: David Martinez



Title: General Partner

Business  
Name: Rey-Mar Construction

Date: 01/13/22

**ACKNOWLEDGMENT OF ADDENDA:**

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_



**PROPOSAL FORM  
REFERENCES**

Reference #1

Entity Name: Trophy Club Municipal Utility District  
Type of Work performed: Utilities, water, wastewater, lift station, pump stations  
Address: 100 Municipal Drive, Trophy Club, TX 76262  
Point of Contact: Mike McMahan  
Title: Director of Public Works  
Phone Number: 817.538.1872  
Email: mmcmahon@tcmud.org

Reference #2

Entity Name: Troy Hopkins, City of Venus, Texas. 817.401.8120  
Type of Work performed: Force main, lift station improvements  
Address: 700 West US 67, Venus, TX 76084  
Point of Contact: Troy Hopkins  
Title: Director of Public Works  
Phone Number: 817.401.8120  
Email: thopkins@cityofvenus.org

Reference #3

Entity Name: City of Rhome, Texas  
Type of Work performed: Wastewater treatment plant improvement, expansion  
Address: 501 South Main St., Rhome, TX 76078  
Point of Contact: Sean Densmore  
Title: Director of Public Works  
Phone Number: 817.913.5361  
Email: publicworks@cityofrhome.com

**PROPOSAL FORM  
RESPONSE TIME/RESTORATION TIME**

Project Manager Assigned to project on daily basis

Name: \_\_\_\_\_

This proposal is requesting a maximum 72 hours from time of notification to commencement of work.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

**Assumptions:**

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replace is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

**Proposed Time NON-EMERGENCY:**

A.	Representative on site to assess the work	<u>2 hrs</u> (Hrs)
B.	From notification to mobilized on site	<u>1</u> (days)
C.	Pavement removal, excavation, repair, backfill	<u>2</u> (days)
D.	From pavement replacement to open to traffic	<u>1</u> (days)

**Proposed Time EMERGENCY:**

E.	Representative on site to assess the work	<u>3</u> (Hrs)
F.	From notification to mobilized on site	<u>3</u> (Hrs)
G.	Pavement removal, excavation, repair, backfill	<u>6</u> (Hrs)
H.	From pavement replacement to open to traffic	<u>2</u> (days)

**PROPOSAL FORM  
LITIGATION/LAWSUITS**

Contractor to list any prior or pending litigation or lawsuits. If none, then list as N/A

NA

---

---

---

**PROPOSAL FORM  
SUBCONTRACTORS**

Contractor to list any services to be performed by Sub. List legal name of sub and type of work they are to perform. If no subs are to be used, then list as N/A.

Tommy Electric, HH Electric, HC Electric. Electrical work

---

Odessa Pumps, bypass pumping setup, rental of pumps

---

---

---

**BID FORM**

Item No	Item Description	Unit	Unit Bid Price	Total Bid Price For Evaluation
<b>WATER MAIN</b>				
1	Trench Safety		INCIDENTAL TO OTHER BID ITEMS	
2	Repair 1-inch or smaller water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	5,200	5,200
3	Repair 1-1/4-inch to 2-inch water service up to 20 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	EA	6,300	6,300
4	Repair 6-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	8,800	8,800
5	Repair 6-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	8,800	8,800
6	Repair 8-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	9,800	9,800
7	Repair 8-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	9,800	9,800
8	Repair 10-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	11,250	11,250
9	Repair 10-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	11,250	11,250
10	Repair 12-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	14,300	14,300
11	Repair 12-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	14,300	14,300
12	Repair 16-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	19,400	19,400
13	Repair 16-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	19,400	19,400
14	Repair 24-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000	29,000
15	Repair 24-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	29,000 <del>43,500</del> a.u.	29,000 <del>43,500</del> a.u.
16	Repair 36-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	43,500 <del>56,250</del> a.u.	43,500 <del>56,250</del> a.u.
17	Repair 36-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	43,500	43,500
18	Repair 42-inch water main up to 5 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	56,250	56,250



19	Repair 42-inch water main up to 5 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	EA	56,250	56,250
20	Remove and replace fire hydrant with WaterMaster 5CD250 Fire Hydrant 6" MJ Shoe by EJ per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	12,850	12,850
21	Remove and replace existing 6-inch valve with 6-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	6,200	6,200
22	Remove and replace existing 8-inch valve with 8-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	6,500	6,500
23	Remove and replace existing 10-inch valve with 10-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	7,900	7,900
24	Remove and replace existing 12-inch valve with 12-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	9,700	9,700
25	Remove and replace existing 16-inch valve with 16-inch resilient seat gate valve per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	13,750	13,750
<b>SANITARY SEWER MAIN</b>				
26	Trench Safety		INCIDENTAL TO OTHER BID ITEMS	
27	Repair 6-inch or smaller sanitary sewer service up to 10 feet in length including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	13,800	13,800
28	Repair 6-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,700	14,700
29	Repair 6-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,400	14,400
30	Repair 8-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	15,000	15,000
31	Repair 8-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	14,650	14,650
32	Repair 10-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	16,250	16,250
33	Repair 10-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	15,900	15,900
34	Repair 12-inch sanitary sewer main up to 10 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	19,750	19,750
35	Repair 12-inch sanitary sewer main up to 10 feet in length, (above 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	19,350	19,350
<b>TRAFFIC CONTROL</b>				
36	Steel Plates 6' x 10'	DAY	60	60
37	Steel Plates 8' x 10'	DAY	70	70



38	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	300		300
39	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	420		420
40	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to town guidelines and the MUTCD standards	DAY	520		520
<b>PAVING</b>					
41	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY	400		400
42	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY	450		450
43	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF	11		11
44	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA	3,250		3,250
45	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF	4 <sup>98</sup> 8 P.M.		98
46	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF	16		16
47	Remove and replace 6-inch HMA Type B or C pavement per city specifications, including all incidentals necessary	SY	400		400
48	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER BID ITEMS		
49	Bermuda sod w/topsoil	SY	1.90		1.90
50	St. Augustine sod w/topsoil	SY	2.50		2.50
<b>MOBILIZATION</b>					
51	Standard Mobilization per work order	EA	2,000		2,000
52	Emergency Mobilization per work order	EA	4,400		4,400
<b>MISCELLANEOUS</b>					
53	Proposed Annual percentage of price escalation per year after year one is complete	%	5%		5%
54	Proposed percent mark up on Time and Material costs	%	10%		10%

By submitting a bid in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this bid to be executed as of the day and year indicated above.

REY-MAX CONSTRUCTION  
 Printed Name

GENERAL PARTNER  
 Title

817-535-3451 / 817-438-3537  
 Phone

  
 Signature DAVID MARTINEZ

DAVID E. REY-MAX CONSTRUCTION, L.P.  
 Email

817-535-0153  
 Fax

**CONTRACT AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, 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 construction of certain improvements as follows:

**ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT, AND/OR REHABILITATION SERVICES – ANNUAL CONTRACT**

**PUBLIC WORKS AND ENGINEERING SERVICES BID NUMBER 22-42**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions 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 construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and 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 Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work as stated in the within the scope of work/general conditions after the date of written notice to do so shall have been given to him, to complete the work within time specified after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in current funds for the performance of the Contract in accordance with the Proposal 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, TEXAS (OWNER)


ATTEST:

By: \_\_\_\_\_  
City Manager

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

(CONTRACTOR)

ATTEST:

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

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

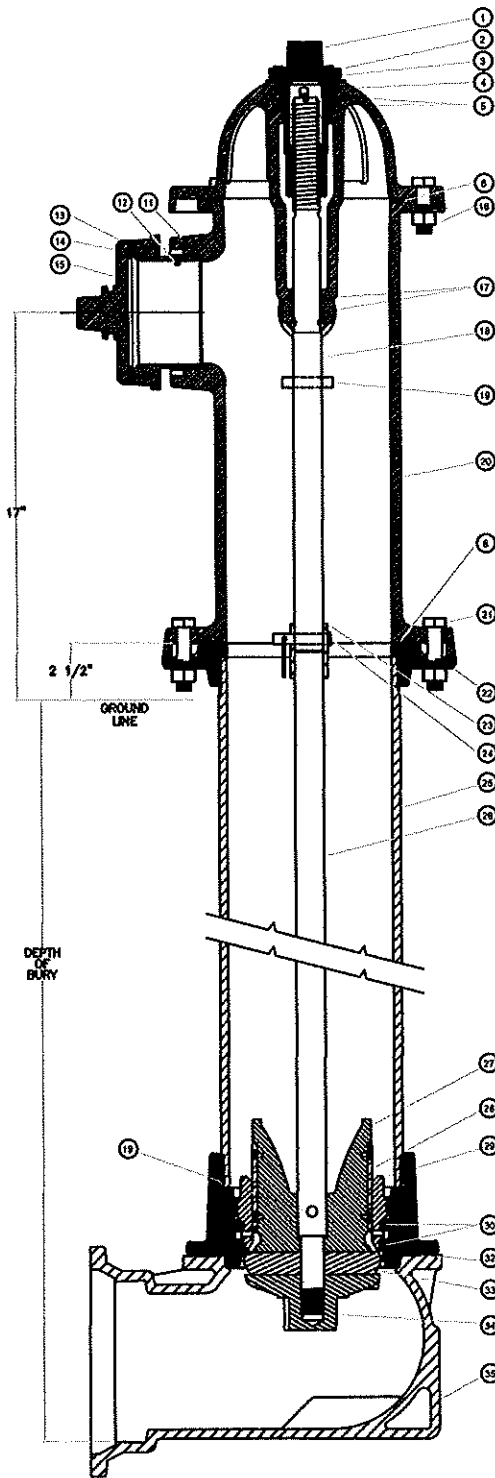
The following to be executed if the CONTRACTOR is a corporation:

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

Signed: \_\_\_\_\_

Corporate Seal

# WaterMaster® 5CD250 Fire Hydrant 6" MJ Shoe



Product  
WaterMaster® 5CD250 Fire Hydrant  
Design Features

1. RATED WORKING PRESSURE = 250 PSI.
2. MEETS ANSI/AWWA C502.
3. UL LISTED/FM APPROVED.

Components

CAT NO.	PARTS LIST	MATERIAL
1	OPERATING NUT	BRONZE
2	HOLD DOWN NUT	BRONZE
3	WEATHER SEAL "O" RING	BUNA-N
4	TOP BONNET	D.I.
5	THRUST WASHER	DELRIN
6	QUAD RINGS*	BUNA-N
7	HOSE NOZZLE "O" RING**	BUNA-N
8	HOSE NOZZLE**	BRONZE
9	HOSE NOZZLE GASKET**	RUBBER
10	HOSE NOZZLE CAPS**	C.I.
11	PUMPER NOZZLE "O" RING	BUNA-N
12	PIPE PLUG 1/4 NPTF SS IX	STN. STL.
13	PUMPER NOZZLE GASKET	RUBBER
14	PUMPER NOZZLE	BRONZE
15	PUMPER NOZZLE CAP	C.I.
16	TOP BONNET BOLTS & NUTS	ZINC PL. GR. 8
17	RESERVOIR "O" RING	BUNA-N
18	OPERATING STEM TOP 24 1/4"	STEEL W/BRASS SLEEVE
19	DRIVE-LOC PIN	STN. STL.
20	NOZZLE STANDPIPE	D.I.
21	SAFETY FLG. BOLTS & NUTS	ZINC PL. GR. 8
22	SWIVEL FLANGES (FRANGIBLE)	C.I.
23	STEM COUPLING (FRANGIBLE)	GALV. STL.
24	COUPLING PIN & RING COTTER	STN. STL.
25	STANDPIPE LOWER SECTION	D.I. W/BRONZE INSERT
26	OPERATING STEM LOWER	STEEL
27	HIGH PRESSURE DRIP SHUTOFF	BRONZE
28	INSERTS	HOPE
29	VALVE SEAT	BRONZE
30	VALVE SEAT "O" RING	BUNA-N
31	BRASS DRAIN HOLE BUSHING**	BRASS
32	INLET FLANGE "O" RING	BUNA-N
33	SEATING VALVE RUBBER	RUBBER
34	VALVE WASHER	D.I./EPOXY
35	BOTTOM INLET	D.I./EPOXY
36	INLET FLG. BOLTS & NUTS**	STN. STL. 18-8
37	CHAINS**	ZN. PL. STL.
38	SET SCREW (1/4 - 20 SS CONE PT)**	STN. STL.
39	INSERT SCREWS**	STN. STL.

\* NOT A REPLACEMENT PART  
\*\* NOT SHOWN

Drawing Revision  
Designer: MWP 08/25/20  
Revised By:

Disclaimer

Weights (lbs /kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2020 EJ GROUP, Inc. All rights reserved.

Contact  
800 626 4653  
ejco.com

*Attached*

**THIS FORM MUST BE TURNED IN WITH YOUR BID**

**BID REQUIREMENT AFFIDAVIT**

**TO BE COMPLETED BY APPROPRIATE BONDING AGENT.**

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the Town of Addison, I will be able, within ten (10) working days after being notified of such award, to furnish the required payment, performance, and maintenance bonds to the TOWN meeting all of the requirements contained in this bid.

\_\_\_\_\_  
Agent Signature Printed Name

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

\_\_\_\_\_  
Address of Agency City State Zip

\_\_\_\_\_  
Phone # Fax # Email Address

\_\_\_\_\_  
Vendor / Contractor Name

**Acknowledgement**

Subscribed and Sworn before me by the above named \_\_\_\_\_

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

(seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**NOTICE TO THE AGENT**

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

**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
<b>1. 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 or material change in coverage.</u></b> Insurance company must be A-:VII rated or above.
<b>2. 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 or material change in coverage.</u></b> Insurance company must be A-:VII rated or above.
<b>3. 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 or material change in coverage.</u></b> 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,

- 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.**

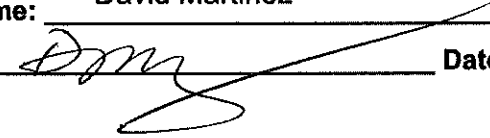
**AGREEMENT**

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# 22-42

Company: Rey-Mar Construction

Printed Name: David Martinez

Signature:  Date: 01/13/22

## 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#: 22-42

Company Name: Rey-Mar Construction

Signature: 

Date: 01/13/22

# FINANCE

## **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.

## 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 1, 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 compelling 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.

31. **NO INDUSTRY DISCRIMINATION.** The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

---

Information and Instruction Form

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

Section I Company Profile

Name of Business: **Rey-Mar Construction**

Business Address: **3416 Reed St. Fort Worth, TX 76119**

Contact Name: **David Martinez**

Phone#: **817.938.3537**

Fax#:

Email: **david@reymarconstruction.com**

Name(s) Title of Authorized Company Officers: **David Martinez, Oscar Martinez, JL Rubio**

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

DUN #: **869294306**

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: 01/13/22



Title: General Partner

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

10/17/17

---

## Question and Answers for Bid #22-42 - On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services

### Overall Bid Questions

#### Question 1

Is there an estimated cost range? (Submitted: Dec 10, 2021 4:31:09 PM CST)

#### Answer

- As stated in the bid documents this is an "as needed" contract. The anticipated spending for repairs during 2022 is budgeted at \$150,000. (Answered: Dec 13, 2021 9:02:29 AM CST)

## Council Meeting

7.

**Meeting Date:** 04/12/2022

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

---

### **AGENDA CAPTION:**

Consider Action on a **Resolution Approving a Professional Services Agreement with Hydromax USA for Annual On-Call Fire Hydrant Auditing, Inspecting, and Testing Services and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$45,654 Plus a Contingency in an Additional Amount of \$15,000.

### **BACKGROUND:**

The purpose of this item is to award a contract for Fire Hydrant Auditing, Inspecting, and Testing Services.

The scope of work includes, but is not limited to, the annual Global Positioning System (GPS) locating, inspecting, flow testing, hydrant flushing, and making any necessary repairs to all of the Town's approximately 1,100 fire hydrants.

On November 17, 2021, Request for Proposal (RFP) 22-06 for Fire Hydrant Auditing, Inspection, and Testing Services was advertised. It closed on January 13, 2022. The initial contract period is 12 months with options to extend the term of the agreement for four additional one year periods. Each year the contractor will be required to submit updated material and labor prices for the Town's review and approval. If the Town does not agree with the updating pricing, at the Town's option, the amounts can be negotiated or the contracts can be terminated, and a new Request for Proposals can be issued.

Four vendors submitted proposal in response to the RFP. The proposals were scored by an evaluation committee consisting of Town staff based on the following criteria:

- Price - 50 Points
- Experience/Past Performance - 20 Points
- Resources/Capacity - 20 Points
- Conformation to Solicitation - 10 Points

The following is a breakdown of those evaluation scores:

<b>Vendor Name</b>	<b>Total Score (100 Point Max)</b>
Hydromax USA	100
Fire Hydrant Servicing	66
R&M	65
DFW Services	25

Hydromax USA (Hydromax) received a score of 100 out of 100 points and was found to be the best value for the contract. Hydromax submitted a base bid in the amount of \$45,654. This item is being brought forth to the City Council because Town staff is recommending a \$15,000 contingency for unforeseen fire hydrant repairs and parts that may be needed at the Town's discretion. This would bring the total contract amount to \$60,654, above the \$50,000 threshold that requires Council approval.

These expenditures are budgeted in the utility fund annual operations budget for the Fiscal Year 2022.

If approved, the Town will issue a written notice to proceed after submission of all necessary bonds and insurance. This work is anticipated to commence in May of 2022.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Hydromax USA Fire Hydrant Services

Solicitation for Bids #22-06

Hydromax USA Proposal

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HYDROMAX USA FOR ANNUAL ON-CALL FIRE HYDRANT AUDITING, INSPECTION AND TESTING SERVICES IN AN AMOUNT NOT TO EXCEED \$45,654 PLUS A CONTINGENCY IN AN ADDITIONAL AMOUNT OF \$15,000 PER ANNUAL TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize a professional services agreement with Hydromax USA for annual on-call fire hydrant auditing, inspection and testing services with an initial term of one (1) year and up to four (4) additional one year renewal terms.

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

**SECTION 1.** The City Council hereby approves the professional services agreement between the Town of Addison and Hydromax USA for fire hydrant auditing, inspection and testing services in conformance with the City’s Solicitation for Bids #22-06, in an amount not-to-exceed of \$45,654 plus a contingency in an additional amount of \$15,000 per annual term, a copy of which is attached to this Resolution as **Exhibit A**. 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 **12<sup>th</sup>** day of **APRIL 2022**.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

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

## EXHIBIT A

### **PROFESSIONAL SERVICES AGREEMENT**

Annual On-Call Fire Hydrant Auditing, Inspecting and Testing Services  
Bid # 22-06

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), **Hydromax USA** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

#### **RECITALS**

**WHEREAS**, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

**WHEREAS**, Professional has expressed a willingness to perform said services in conformance with this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1. Scope of Services**

(a) The Services. On an as-needed basis upon written notice to proceed by City, Professional agrees to provide to City annual on-call fire hydrant auditing, inspecting and testing services, as set forth in Contract Documents incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services. The "Contract Documents" for this Agreement include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City's Solicitation for Bids # 22-06 ("Bid Packet");
- (3) City's written notice(s) to proceed to the Professional;
- (4) Properly authorized change orders;
- (5) Professional's proposal ("Proposal" or "Response"); and
- (6) Any other materials distributed by the City that relate to the services.

(b) Order of Precedent of the Contract Documents. In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact the services, it shall be the Professional's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the services. Should the Professional fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the services, the Professional shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

#### **Section 2. Term of Agreement**

The term of this Agreement shall become effective on the last date of execution hereof (the "Effective Date") and shall remain in effect for a period of one (1) year (the "Initial Term"), unless sooner

## EXHIBIT A

terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to four additional one (1) year periods (each a “Renewal Term”). City may, in its sole discretion, extend the term hereof as necessary to allow Professional to complete work on any uncompleted work authorized by City prior to the expiration of this Agreement. Notwithstanding the foregoing, this Agreement may be sooner terminated as provided herein.

### **Section 3. Professional’s Obligations**

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional’s Scope of Services.

(c) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in the Contract Documents, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of City’s Rights. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(e) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional’s actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(f) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City’s audit, examination or inspection of Professional’s Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional’s Records for a minimum of four (4) years following termination of the Agreement, unless



## EXHIBIT A

there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records only during regular business hours. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(g) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

### **Section 4. Performance Schedule**

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

### **Section 5. Documents**

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents, or consultants.

## EXHIBIT A

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional or its suppliers. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Professional information that it has expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

### **Section 6. Payment**

(a) Compensation; Payment Terms. City agrees to compensate Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule(s) set forth in the Contract Documents; provided, that the total compensation under this Agreement shall not exceed \$45,654.00, plus an annual contingency in an amount not to exceed \$15,000 (the "Contract Price") during the Initial Term, or any Renewal Term hereof. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the services as described in the Scope of Services.

(b) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against

## EXHIBIT A

City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the services each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Professional during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Professional. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

### **Section 7. Default; Force Majeure**

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30<sup>th</sup>) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government

## EXHIBIT A

restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of “Force Majeure”), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (A) how and why their performance was so prevented, (B) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

### **Section 8.      Termination; Suspension**

(a)      Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party’s right to cure in conformance with the terms of this Agreement.

(b)      Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c)      Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

(d)      Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City’s reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional’s receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

### **Section 9.      Insurance**

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional’s obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City’s purchasing department.

## EXHIBIT A

### **Section 10. Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by professional under this agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

### **Section 11. Notice.**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

## EXHIBIT A

### **Section 12. Verifications by Professional**

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

### **Section 13. Miscellaneous**

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

TOWN OF ADDISON, TEXAS

HYDROMAX USA

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

Wesley S. Pierson  
City Manager

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

Randall Wilson  
Chief Financial Officer

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

Date: 3.31.22 \_\_\_\_\_

Notice Address:

Notice Address:

Town of Addison  
Attn: Wesley S. Pierson, City Manager  
5300 Belt Line Road  
Town of Addison, Texas 75254  
E: [wpierson@addisontx.gov](mailto:wpierson@addisontx.gov)

Hydromax USA  
Attn: Randall Wilson  
14301 First National Bank Parkway, Suite 301  
Omaha, Nebraska 68154  
E: [randall.wilson@hydromaxusa.com](mailto:randall.wilson@hydromaxusa.com)



## **Solicitation 22-06**

# **Fire Hydrant Auditing, Inspecting and Testing Services**

**Bid Designation: Public**



**Town of Addison**

# Bid 22-06 Fire Hydrant Auditing, Inspecting and Testing Services

Bid Number **22-06**  
 Bid Title **Fire Hydrant Auditing, Inspecting and Testing Services**

Bid Start Date **Nov 17, 2021 3:27:01 PM CST**  
 Bid End Date **Jan 6, 2022 2:00:00 PM CST**  
 Question & Answer End Date **Dec 30, 2021 5:00:00 PM CST**

Bid Contact **Wil Newcomer**  
**Purchasing Manager**

Bid Contact **Diana Munoz**  
**Purchasing Specialist**

Contract Duration **1 year**  
 Contract Renewal **4 annual renewals**  
 Prices Good for **90 days**

Bid Comments **\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.**

### Item Response Form

Item **22-06--01-01 - Inspect, Test & Report Hydrant**

Quantity **1087 each**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

**Qty** 1087

**Description**  
\*Per TOA Spec



BIDDING DOCUMENTS  
FOR  
FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES  
ANNUAL CONTRACT

TOWN OF ADDISON, TEXAS  
BID NUMBER 22-06

**I. Advertisement**  
**Town of Addison**  
**FIRE HYDRANT AUDITING, INSPECTING AND TESTING**  
**SERVICES**  
**RFP NO. 22-06**

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide ***Fire Hydrant Auditing, Inspecting and Testing Services – Annual Contract*** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., **January 6, 2022**, at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

**This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.**

Contractors should identify their proposal on the outside of a sealed envelope by writing the words **“22-06 FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES.”**

**PAPER PROPOSALS SHALL BE REQUIRED.**

One original paper copy, signed by an authorized officer/agent to contract business for the vendor, and one electronic copy (USB preferred) should be included with the vendor's submittal. All submittals are to be delivered to the Town of Addison Finance Building, address above.

Related documents may be downloaded from [www.bidsync.com](http://www.bidsync.com). The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only [www.bidsync.com](http://www.bidsync.com) will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

For information on the proposal or work to be performed, please submit all questions on [www.bidsync.com](http://www.bidsync.com). All questions must be received by 5:00pm on December 30, 2021. The Town will answer all questions as soon as possible.

## II. Introduction

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors or firms for auditing, inspection, and testing public fire hydrants located within Addison, Texas.

### B. SCOPE OF WORK / GENERAL CONDITIONS

Town of Addison, Texas requires annual fire hydrant inspection and testing services for each hydrant located within town limits. The contract period will be effective for twelve months from the date of award. The contract shall contain and option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

There are 1087 hydrants owned by Town of Addison, Texas to date. In the first year of the Agreement, the Contractor will need to do an extensive inventory which will locate each hydrant and map it to be included in the Town's designated electronic format. It is the Town of Addison, Texas's intent to have all the fire hydrants located, inspected and tested with all data entered into the CityWorks asset management system within 12 months.

1. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
2. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
3. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the inspection and testing procedure and documentation program that prevents the fire protection system from receiving the fully functional operational requirement.
4. Contractor shall perform all fire hydrant inspection and testing services according to the procedures and requirements listed in the most recent version of the American Water Works Association (AWWA) M-17. These specifications establish minimum acceptable testing requirements.

5. Contractor shall locate each fire hydrant in the field using GPS. The Contractor shall collect Latitude and Longitude in decimal format (including 5 decimals) for each fire hydrant with a handheld GPS unit.

6. Contractor shall coordinate and schedule the service with the Town of Addison Public Works and Fire Departments before beginning testing.

7. Contractor shall locate every tested hydrant.

8. Audits:

Contractor shall physically inspect and collect data on each fire hydrant and document in a designated electronic format to be approved by the Town. The data should include at a minimum:

- A. Descriptive location
- B. Hydrant number in accordance with water department labeling
- C. Audit number
- D. Date of audit
- E. Make of hydrant
- F. Model of hydrant
- G. Date manufactured
- H. Main valve size
- I. Size and thread of configuration pumper nozzle
- J. Size and thread of hose nozzles
- K. Operating nut size and shape
- L. Opening direction of hydrant
- M. Location
- N. Distance from hydrant and opening direction of shut off valve
- O. Indicate if valve not found or is buried
- P. GPS coordinates for latitude and longitude in decimal format (include 5 decimals), accurate to the nearest foot
- Q. Number of operating nut full turns from fully open to fully closed

9. Inspections: Contractor shall perform the inspections as follows:

- A. Notify the Water Division of the area(s) you will be in before beginning a day prior.
- B. Visually inspect the area around the hydrant.
  - i. Clear any vegetation within 3 feet of the fire hydrant (you must coordinate with Town of Addison staff prior to clearing vegetation)
- C. Visually check the hydrant for any defects.
  - i. Remove all caps and check the threads. Remove the first cap slowly to ensure there is no pressure on the hydrant – clean



- threads with a wire brush. Lubricate the threads with an approved food-grade grease.
- ii. Check for water in the barrel.
  - iii. Replace caps.
  - iv. If the hydrant is equipped with safety chains, ensure the chains are loose and do not bind on the cap.
  - v. Check the breakaway flange for damage or loose bolts.
  - vi. Check the lubrication of operating-nut threads. Lubricate per the manufacturer's recommendations.
- D. Remove cap from nozzle. Attached fire hose or other deflectors to protect the street, traffic and private property from water expelled at high velocity.
- E. Flush hydrant of any debris.
- F. Open hydrant SLOWLY, approximately 3 to 5 turns (verify operating nut turns freely). Allow time for air to escape from barrel. Then SLOWLY open the hydrant to the fully open position to check operation.
- i. Verify the bonnet area's seals and gaskets are not leaking
  - ii. While taking the static test, verify hydrant drain valve is fully closed/sealed by observing the ground around the hydrant is dry, water is not bubbling up around the hydrant when the hydrant is fully charged, and there is no sound of running/rushing water when the hydrant is fully charged.
  - iii. When hydrant is flowing full, a flow test can be conducted. Some styles of deflectors offer an opening explicitly designed to allow a Pitot Tube measurement to be taken.
  - iv. Record Flow in GPM, static in psi, and residual in psi.
  - v. Flow may then be reduced if desired.
  - vi. Check for leakage at flanges, operating nut, nozzles, and nozzle caps.
  - vii. Allow the water to flow for a minimum of 3 to 5 minutes to flush the hydrant and water lines.
- G. When testing is complete, continue flushing until water is clean and clear.
- i. If needed, the flow may be reduced by closing the hydrant VERY SLOWLY.
- H. Once the water is clear, close the hydrant VERY SLOWLY.
- i. Be aware that some hydrants may not seem to slow down when you turn them, which indicates the hydrant may slam (it will have some slop in the stem and may make a thumping sound when closing). This causes water-hammer and could cause significant damage to the water distribution system. This is why hydrants must be closed VERY SLOWLY.

- I. Wait to make sure the hydrant stops dripping. It should not be necessary to close the hydrant with great force.
  - i. If the hydrant does not shut off completely, debris may be stuck between the disc and seat. Over tightening of the hydrant can do permanent damage to the disc. Open the hydrant to flush the debris, then close the hydrant again. If the hydrant will not shut off completely, notify the Water Division.
- J. Once the hydrant is closed, back off on the operating nut about 1/4 turn.
  - i. This removes the pressure from the operating nut and stem. The main valve will remain closed.
- K. Pump out the hydrant to remove water from the barrel.
- L. Remove any fittings or hoses and replace the caps.
  - i. Apply appropriate lubricant on nozzle threads and replace caps.
  - ii. Tighten the cap and then back off slightly. Caps should be tight enough to prevent removal by hand but loose enough to be removed with ease using a spanner wrench.
- M. Repair any damages from running water.
- N. Report any problems with the hydrant to the Water Division.
- O. Notify the Water Division when you are done for the day.

### III. INSTRUCTION TO BIDDERS

#### 1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses may be submitted in hard copy to the Finance Department address above.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

#### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the [www.bidsync.com](http://www.bidsync.com) system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

#### 3.0 TAXES

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

#### 4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the services you are proposing meets the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

## 5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
  - b. Bidders are instructed to include all necessary charges related to this solicitation.

## 6.0 AWARD OF CONTRACT

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Price – lowest price receives maximum 50 points – The bid will be evaluated, and value paid to the contractor based on the cumulative costs of the total bid items. It is the intent of the Town to be billed monthly for services rendered and approved per hydrant tested and inspected. Any services provided outside of the scope must first be preapproved by Town staff.
  - Experience and Past Performance will receive a maximum of 20 points. Include three (3) references for the contractors, vendors, or firms– Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number of hydrants inspected and tested within a year. Show experience with similar project.
  - Resources/Capacity – provide the number of individuals that will be dedicated to this contract and commitment to test, inspect and report a total of 1087 hydrants in a calendar year – maximum 20 points.
  - Conformance to Solicitation will receive a maximum of 10 points. This includes format, ease of review by Town, and organization and overall appearance of submittal.
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.

6.3 The anticipated start date is within 10 days of award.

## **7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED**

7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

## **8.0 RESOLUTION OF DISPUTES**

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.

## **9.0 NON-DISCRIMINATION POLICY**

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

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.

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

## **10.0 GENERAL CONDITIONS**

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.
- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor shall designate a full-time superintendent or foreman who shall be on the job site at all times during inspection. The Town's representative will communicate only with the superintendent or foreman. The contractor may replace the designated superintendent or foreman after notification to the Town.
- 10.5 The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of testing within the agreed upon time frame.
- 10.6 The Town will be responsible for notification to the public of the agreed upon start date and scope of work at least forty-eight (48) hours prior to start of work.
- 10.7 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.8 The Town may request replacement of designated superintendent or foreman after written notification to contractor. Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
  - New Year's Day
  - Memorial Day
  - July Third and Fourth
  - Labor Day
  - Thanksgiving Day and Day after Thanksgiving
  - Christmas Eve and Day
  - Martin Luther King Day
  - Taste of Addison

- Addison Kaboom Town
- Addison Oktoberfest

10.9 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense. All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001 or [accountspayable@addisontx.gov](mailto:accountspayable@addisontx.gov). The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial contract.

10.10 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

10.11 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies



or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

- 10.12 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.13 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 10.14 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.15 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.16 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.17 Interlocal Agreement: It is desirable for the successful bidder to agree 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 and 271 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 the bid price, to any other participant.

- 10.18 **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.
- 10.19 **Prior or pending litigation or lawsuits:** Each supplier 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.

## **11.0 TERMINATION OF AGREEMENT**

- 11.1 **BY TOWN:** Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at its sole option, shall have the right to terminate the contract without further cause.
- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
  - b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
    1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
    2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.

3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

#### 11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

## **IV. General Construction Specifications Town of Addison**

### **A. Traffic Control**

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.
- h. No streets shall be closed to traffic without written approval from the Town.

- i. All construction signing shall be reflective and “like new” in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. “Construction Ahead” and “End of Construction” signs are required to be installed prior to the start of construction.
  
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
  
- l. Construction signing shall not be removed from the work zone until approved by the Town.

### **B. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps**

Any repairs needed to the surrounding area caused by hydrant testing shall be in accordance with Town Standard Construction Details that is found on the website below.

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

### **C. Sediment Control**

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

### **D. Equipment Left on Jobsite**

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

### **E. Joint and Crack Sealants**

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

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

## F. General Construction Notes

- a. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
- b. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
- c. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
- d. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
- e. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
- f. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
- g. Topsoil will be used to level up excavated areas to receive sod.
- h. The contractor shall remove all trees, stumps, brush, and other debris or deleterious material generated as part of this work that is within 3' of the hydrant. Proper disposal of these items is the sole responsibility of the contractor. Prior to removal, contractor shall notify the Town inspector to verify if removal is needed.
- i. Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.
- j. The areas adjacent to hydrant testing shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the hydrant testing.

- k. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Inspector and set up a time to run the system to verify repairs are satisfactory.

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

- l. The contractor will make every effort to match existing sod on all repairs.
- m. Contractor's vehicles shall contain company name and information displayed properly on the side.
- n. Labors shall have a uniform identifying who they are working for.

## V. Proposal Form

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

- **Price:** Evaluation will award up to 50 points based on pricing with low bid receiving all 50 points.
  - **Experience and Previous Performance:** Evaluation will award up to 20 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference. Show experience with similar projects.
  - **Resources/Capacity:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 20 points based on the number of individuals dedicated to this contract and the commitment to test, inspect and report a total of 1087 hydrants in a calendar year, ability to link portable internet devices to the Town's app and update data.
  - **Conformance to Solicitation:** This includes format and ease of review by the Town, organization of the submittal, and overall appearance.
- Price - 50%
  - Experience and Past Previous Performance - 20%
  - Resources/Capacity - 20%
  - Conformance to solicitation – 10%



**PROPOSAL FORM**

TO: The Honorable Mayor and  
Town Council Town of  
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Sig

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

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

Business  
Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT OF ADDENDA:**

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

**PROPOSAL FORM  
REFERENCES**

Reference #1

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Reference #2

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Reference #3

Entity Name: \_\_\_\_\_

Type of Work performed: \_\_\_\_\_

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

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

**PROPOSAL FORM  
RESOURCE/CAPACITY**

Superintendent/Foreman Assigned to project on daily basis

Name: \_\_\_\_\_

List number of Individuals to be fully assigned to hydrant testing

\_\_\_\_\_

Number of hydrants to be completed in a weeks' time

\_\_\_\_\_

How will your company complete inspection and testing of 1087 hydrants in one calendar year including reporting and repairing any damage?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL FORM  
BID FORM**

Description	Unit	Quantity	Bid Price Each	Total
Inspect, Test & Report Hydrant	EA	1087		

## 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.

31. NO INDUSTRY DISCRIMINATION. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.



### **Interested Parties**

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

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

### **Filing Process**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.



**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. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial (Public) General 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. <b>Insurance company must be A-:VII rated or above.</b>
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. <b>Insurance company must be A-:VII-rated or above.</b>

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,

- 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:

---

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

---

## Question and Answers for Bid #22-06 - Fire Hydrant Auditing, Inspecting and Testing Services

### Overall Bid Questions

#### Question 1

Is it possible to complete the work on Saturdays? (Submitted: Nov 29, 2021 8:09:26 AM CST)

#### Answer

- The contractor may work regular business hours, Monday through Friday but no weekends. (Answered: Dec 7, 2021 11:43:49 AM CST)

#### Question 2

Section 8-H: Will the pipe main size be indicated on the map provided? (Submitted: Dec 12, 2021 9:48:06 PM CST)

#### Answer

- All feeds to fire hydrants are 6 inch. The main size is not necessary for inspections. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 3

Section-F-iv: When performing a flow test on a hydrant, a static and flow psi can be obtained, but where or how can we get the residual psi requested? (Submitted: Dec 12, 2021 9:50:51 PM CST)

#### Answer

- The residual PSI would be also referred to as dynamic PSI. The Flow will be measured in GPM. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 4

Section K: Are we to pump the water out of the hydrant only if it does not drain? (Submitted: Dec 12, 2021 9:52:41 PM CST)

#### Answer

- Correct it will only be necessary if the hydrant does not drain. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 5

Of the 1087 fire hydrants to be audited, are any of them private fire hydrants or all they all City owned? (Submitted: Dec 29, 2021 11:05:09 AM CST)

#### Answer

- All hydrants are owned by the Town of Addison. (Answered: Dec 29, 2021 12:19:47 PM CST)





# Solicitation 22-06

# Fire Hydrant Auditing, Inspecting and Testing Services

**Town of Addison, Texas**

**Public Works and Engineering Department**

January 6, 2022



January 6, 2022

Town of Addison  
Finance Building  
Attention Purchasing Department  
5350 Belt Line Road  
Dallas, TX 75254

RE: Bid Number 22-06 - Fire Hydrant Auditing, Inspecting and Testing Services

Dear Mr. Will Newcomer,

On behalf of Hydromax USA, I am pleased to submit this letter of interest and the enclosed information for the Request for Proposal referenced above. Our team has reviewed each section of the RFP, and we fully comply with the requirements contained therein. Given the excellent qualifications of our team and personnel, experience with similar projects, long history of success with government clients, and strong regional presence in Texas, Hydromax USA is uniquely qualified and well-positioned to help the Town of Addison develop and implement its Fire Hydrant Auditing, Inspecting and Testing Services.

Established in 2003, HUSA is a national professional services firm that specializes in assessing the condition of, collecting critical asset data for, and providing renewal and replacement services for aging water, wastewater, and natural gas conveyance systems. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to **give the Town of Addison a full and accurate picture of its critical infrastructure.**

HUSA's vast experience, the technologies we employ and the team we've assembled enables our clients to make the best rehabilitation decisions regarding their buried infrastructure. Our project teams utilize the largest array of technologies within a single company to provide the broadest capability in the United States to assess buried infrastructure. Based upon a robust record of performance, our municipal clients recognize that HUSA brings an exceptional ability to meet their needs for advanced data collection and continue to partner with us again and again.

Our in-house crews and project managers have first-hand experience working with buried infrastructure for water and wastewater utilities, including the following Texas clients: **City of Houston, City of Austin, City of Irving, City of Galveston, City of Garland, City of Waco, City of Mesquite, City of Lucas, North Texas Municipal Water District, San Antonio Water System and City of Jersey Village.**

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes

## Why Hydromax USA?

### *Experience*

Our in-house crews and project managers have extensive first-hand experience working on similar projects for large municipalities.

### *Local Presence*

We are national professional services firm with a large presence in the DFW metropolitan area.

### *Advanced Data Collection*

We accelerate your digital transformation with more than 70 full-time data analysts and GIS staff in our technology center. They specialize in client information management, assessment analytics, and reporting.

### *Industry Leading Service*

Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us deliver high quality results on-time and within budget, all while maintaining a safety-first focus and leveraging a robust pool of assets including the best inspection equipment available.

and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on-time and within budget.

**Your achievement is our success.** Hydromax USA (HUSA) understands the objectives of this program and it is our intent to deliver a program that will enable City of Addison to:

- **Evaluate and improve the operability of hydrants and their isolation valves** in the water distribution system through hands-on field activities
- **Perform preventative maintenance** on all hydrants and iso valves within the distribution system.
- **Capture and digitize data** related to the condition of water distribution assets and integrate collected data into the current GIS and CMMS systems
- Develop an **“infrastructure status dashboard”** that provides the specific condition and operability of the system, as well as locations where potential infrastructure problems may arise and where infrastructure is currently diminishing the operability and efficiency of the distribution system
- **Prioritize the repair and replacement** of critical assets

Our team strengths and highlights include:

- Hydromax USA has performed condition assessment on over **400,000 valves and hydrants in the past three (3) years.**
- Our Project Manager for this project is Russ Jackson who has **20+ years’ experience** with similar projects and holds multiple state contractors’ licenses and holds certifications in confined space, MOT, and OSHA 30. Our Senior Field Technician is Gabriel Chapman who has **5+ years’ experience** leading crews on similar program, and holds certifications in distribution operations, confined space, MOT, and OSHA 10.
- Hydromax USA has additional capabilities in the areas of **non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections** to give the City of Addison a full and accurate picture of its buried infrastructure.

Our team continues to be excited about this opportunity and looks forward to working with City of Addison in the weeks and months ahead. Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (812) 746-2930 or [ramsey.hemaidan@hydromaxusa.com](mailto:ramsey.hemaidan@hydromaxusa.com).

Thank you again for your time and consideration.

Respectfully,

*Ramsey T. Hemaidan*

Ramsey T. Hemaidan  
Business Development Manager

Thank you for  
considering us!



**Contents**

1.0	Corporate Background and Experience	5
2.0	References	7
3.0	Project Understanding and Approach	11
4.0	Equipment and Software	31
5.0	Team Organization and Qualifications	33



The contents of this RFP submittal are confidential and should not be shared with other parties outside of the Town of Addison, TX unless a formal request is made under the Freedom of Information Act.

# 1.0 | Corporate Background & Experience

Established in 2003, Hydromax USA is a national professional services firm that specializes in assessing the condition of, collecting critical asset data for, and providing renewal and replacement services for aging water, wastewater, and natural gas conveyance systems. HUSA utilizes the largest array of technologies and depth of subject matter expertise within one organization to optimize and deliver exceptional business results. Our innovative suite of data collection technologies and techniques empowers utility operators to make more informed decisions regarding their infrastructure while our data-driven approach impacts every phase of planning, analysis, and operations for the most sophisticated and proven processes in the industry.

Hydromax USA has an outstanding track record of performing services comparable to those specified in this IFB. As a statement of our capacity, Hydromax USA has managed valve and hydrant assessment and replacement projects comprised of **more than 400,000 valves and hydrants in the past three (3) years alone.**



## Successful Program Delivery

We have a history of success, and our reputation of excellence is unmatched. We've provided valve and fire hydrant assessment and replacement services and UDF programs to some of the largest utilities, federal agencies, engineering firms and corporations in the United States, including the following Texas utilities: **City of Houston, City of Austin, City of Irving, City of Galveston, City of Garland, City of Waco, City of Mesquite, City of Lucas, North Texas Municipal Water District, San Antonio Water System and City of Jersey Village.** Our clients select Hydromax USA again and again to support their ongoing needs.

HUSA has additional capabilities in the areas of **non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections** to give City of Addison a full and accurate picture of its buried infrastructure.

## Safety and Compliance

One of the founding principals at Hydromax USA is an uncompromising commitment to safety and compliance. As such, we've designed and implemented a robust safety program that permeates every facet of our organization. We have published a comprehensive safety manual, have deployed multiple safety training modules, and maintain an active safety committee. We keep safety front and center with regularly scheduled safety "tailgate talks" and weekly email communications.

We believe that having a robust safety program in place is not enough. Safety is not just another policy for Hydromax USA. It is the most critical component of our corporate culture that we each live and breathe every single day. There's no degree of tolerance for behavioral deviations from these core principals.

Meanwhile, we maintain strict compliance with all federal, state, and local rules and regulations that govern the programs we deliver. We've gone to great lengths to streamline and modernize the reporting process for regulatory compliance within our platform, making this process simpler and more intuitive than ever before. We make it easy to be transparent and thorough.

## Digital Quality Management

Since the beginning of our organization, Hydromax USA has inspected tens of millions of feet of water and sewer mains and laterals. Performing this quantity of work over a vast area has allowed us to develop one of the most comprehensive quality management programs in the industry. The success of this program is a direct result of our team of highly trained pipeline data analysts working under the direction of professional engineers and empowered by the rigorous processes we have developed. Our goal is to ensure the utmost in data integrity, which is used to support our traditional QA/QC programs.

The **Louisville Technical Center (LTC)**, where we transform infrastructure data into actionable business intelligence, processes every byte of project data we collect with the help of our full-time data analysts and GIS professionals. The LTC has over 400 terabytes of storage which is replicated in our Evansville facility to provide a fully redundant architecture and ensure business continuity in the event of an emergency.

We have developed proven processes and streamlined steps to ensure that our teams are carefully tracked to verify performance. Hydromax USA has developed web map applications which records crew status updates and makes that information available to the entire project team in real-time. This application creates a digital trail which is QC reviewed by our data analysts and ensures our technicians perform a thorough inspection every time for all in-scope assets. Hydromax USA provides the highest level of confidence that pipeline integrity is maintained and that the risks associated with our services have been eliminated or minimized to an acceptable level.

## Environmental, Social, & Governance

At Hydromax USA, we have implemented a comprehensive and overarching Environmental, Social, and Governance (ESG) policy that encompasses our green initiatives, health & safety, diversity & inclusion, and other key metrics that impact our corporate governance. It is our goal to be at the forefront of sustainable business practices that benefit both our communities and our environment. We have established an ESG committee that meets biweekly, and we perform quarterly ESG audits with both internal and external scoring from our investors.

The environmental component of our ESG policy is built upon simple changes: carefully sorted recycling at each of our locations, LED lightbulbs in each fixture, and energy efficient building envelopes and controls. Meanwhile, staying true to our commitment to innovation, our green initiatives also leverage next-generation technologies. Our fleet is monitored in real-time by Samsara technology as we optimize routing to save fuel and reduce emissions while eliminating unnecessary idle time. Our digital transformation suite can eliminate the waste of paper maps and reports, as well as the cost and the energy expenditures associated with records storage. Workflow optimization greatly reduces unnecessary truck rolls. Our Cloud-hosted platforms significantly lower the energy requirements of traditional on-premises servers.

## 2.0 | References

### Hydromax USA Project References

References	City of Houston (TX)	City of Garland (TX)	City of Galveston (TX)
Scope	Condition Assessment Repair, Replacement and GIS Integration for 80,000 water and wastewater valves. 17,000 valves 12" or Larger	Valve and Hydrant Condition Assessment, Hydrant Flowing / Maintenance, GIS Data Integration for 22,000 Valves & 8,000 Hydrants.	Condition Assessment, Repair and GIS Integration for 7,000 system valves, 700 12" and larger.
Reference Information	Drew Molly Senior Assistant Director 611 Walker St, Houston TX 77002 832.395.3785 Andrew.Molly@houstontx.gov	Robert Ashcraft Field Services Director 2343 Forest Ln, Garland, Tx 75042 972.205.3209 RAshcraf@garlandtx.gov	Trino Pedraza, Director 823 Rosenberg Galveston, TX 77550 409.797.3683 TPedraza@GalvestonTX.Gov
Contract Value Consolidated	\$12.0M	\$1.25M	\$500k
Contract Term	9/1/2019-9/1/2024	9/1/2020-9/1/2024	6/1/2019 – 6/1/2021
Percentage (%) Complete	20%	35%	100%
Project Manager	Russ Jackson/Miles Sommers	Russ Jackson/Miles Sommers	Russ Jackson/Miles Sommers
References	City of Waco (TX)	City of Mesquite (TX)	City of Tulsa (OK)
Scope	Valve and Hydrant Condition Assessment, Hydrant Flowing / Maintenance, GIS Data Integration for 2,000 Valves & 4,500 Hydrants annually.	Valve Condition Assessment, Maintenance, GIS Data Integration for 12,000 valves annually.	M17 Hydrant Condition Assessment Maintenance, GIS Integration for 9,000 Hydrants & GPS Annually.
Reference Information	Chet Warren Projects Administrator 1415 North 4 <sup>th</sup> St, Waco, Tx 76707 254.750.8011 ChetW@Wacotx.gov	Christina Hickey, Supervisor City of Mesquite 1515 N. Galloway Ave. Mesquite, TX 75149 972-216-6432 chickey@cityofmesquite.com	Monty Ragsdale Utilities Systems Operations Manager Water & Sewer Department 918.596.9394 mragsdale@cityoftulsa.org
Contract Value Consolidated	\$1.48M	\$126K	\$2.5M
Contract Term	10/1/2019-10/1/24	10/1/2019-1/1/2020	6/1/2021-6/1/2026
Percentage (%) Complete	40%	100%	20%
Project Manager	Russ Jackson/Miles Sommers	Russ Jackson	Russ Jackson/Miles Sommers
References	Nashville – METRO WATER (2020)	Henrico County (VA)	Palm Beach County (FL)
Scope	Valve and Hydrant Condition Assessment, Maintenance and GIS Integration for 60,000 Total Valves 35,000 Hydrants; includes 1358 Valves 14" or larger	Valve and Hydrant Condition Assessment, Hydrant Flowing / Maintenance, GIS Data Integration for 13,000 Valves & 5,000 Hydrants. Includes 1490 Valves 14" or larger	Valve Condition Assessment, Maintenance, Repair/Replacement and GIS Data Integration for 12,000 valves annually.
Reference Information	Alan Hand - Operations 1600 2nd Ave. North Nashville, TN 37208 615.862.4847 alan.hand@nashville.gov	Jarett Glasco 1590 E Parham Road Henrico, VA 23273-0775 804.501.5680 Gla14@henrico.us	Conrad Thirbenny, Supervisor Palm Beach County Water 8100 Forest Hill Boulevard, West Palm Beach, FL 33416 561.493.6154 cthirbenny@pbwater.com
Contract Value Consolidated	\$12M (Budget)	\$1.0M	\$10.0M
Contract Term	1/1/2020-1/1/2025	Completed 2015-2020 New 2021-2025	10/1/2019-10/1/2024
Percentage (%) Complete	Ongoing	100%	20%
Project Manager	Lamar Carroll	Lamar Carroll	Lamar Carroll/Nick Darchiville



References	Great Lakes Water Authority (MI)	Charlotte Water (NC)	City of Greensboro (NC)
Scope	Large Valve Assessment Program of 5,000 valves (primarily 20" - 108"). Assessment, Vault Inspection, and Trimble Unity data integration	Valve & Hydrant Condition Assessment and Flowing / Maintenance / UDF Execution /GIS Data Integration 1,500 Valves / 500 Hydrants Unidirectional Flushing	Valve Condition Assessment Maintenance & GIS Integration 500 Valves
Reference Information	Todd King, P.E., BCEE Field Services Director 6425 Huber, Detroit, MI 48211 313.799.0289 Todd.King@glwater.org	Bhavana Swayampakala, Eng. Director Charlotte Water 5100 Brookshire Blvd Charlotte, NC 28216 704.336.4976 bhavana.swayampakala@ci.charlotte.nc.us	Scott M. Alpert, PhD, PE Hazen and Sawyer 9101 Southern Pine Blvd #250, Charlotte, NC 28273 704.357.3150 salpert@hazenandsawyer.com
Contract Value Consolidated	\$5.5M	1/1/2018 - 9/1/2018	1/1/2018 - 9/1/2018
Contract Term	9/1/2020-9/1/2023	100%	100%
Percentage (%) Complete	10%	Lamar Carroll	Lamar Carroll
Project Manager	Lamar Carroll	1/1/2018 - 9/1/2018	1/1/2018 - 9/1/2018
References	Pasco County (FL)	Tarpon Springs (FL)	City of Reidsville (NC)
Scope	M17 Hydrant Condition Assessment Maintenance & GIS Integration 9,000 M17 Hydrants & GPS	M17 Hydrant Condition Assessment Maintenance, Repairs & GIS Integration for 700 M17 Hydrants & GPS	Valve and Hydrant Condition Assessment /Flowing Maintenance GIS Integration; Unidirectional Flushing Program 1,000 Valves
Reference Information	Sherman Applegate Utilities Operations Manager 19420 Central Blvd. Land O Lakes, FL 34637 813.929.2755 sapplegate@pascocountyfl.net	Raymond Page, Utilities Superintendent 1624 L&R Industrial Blvd., Tarpon Springs, FL 34688 727.938.3711 rpage@ctsfl.us	Richard G Vaughn Engineering 230 W Morehead St Reidsville, NC 27320 336.347.2316 rvaughn@ci.reidsville.nc.us
Contract Value Consolidated	\$250,000	\$350,000	\$80,000.00
Contract Term	10/1/2017 - 10/1/2019	9/1/2017 - 10/1/2019	10/1/2014 - 10/1/2016
Percentage (%) Complete	50%	50%	100%
Project Manager	Lamar Carroll	Lamar Carroll	Lamar Carroll
References	City of Cocoa (FL)	City of Cocoa (FL)	Indian River County (FL)
Scope	Valve and Hydrant Condition Assessment Maintenance/Flowing GIS/CMMS Integration 26,000 Valves / 6000 Hydrants & GPS; Unidirectional Flushing Program; Includes 395 Valves 14" or larger	Wellfields and Plant Facility Valve Location/Condition Assessment. GIS Data Integration; 400 Valves	Valve and Hydrant Condition Assessment, Maintenance and GIS Integration 4,000 Valves, 2,000 Hydrants
Reference Information	Chris Collier Deputy Utilities Director 351 Shearer Boulevard Cocoa, FL 32922 321.433.8400 ccollier@cocoaf.org	Chris Collier Deputy Utilities Director 351 Shearer Boulevard Cocoa, FL 32922 321.433.8400 ccollier@cocoaf.org	Terry Southard Operations Manager Indian River County Utilities 772-226-3404 Terry Southard terrysouthard@ircgov.com
Contract Value Consolidated	\$1.3M	\$100,000	\$700,000
Contract Term	3/1/2012 - 3/1/2014	9/30/2016 - 9/30/2017	Annual Piggyback Contract
Percentage (%) Complete	100%	100%	50%
Project Manager	Lamar Carroll	Lamar Carroll	Lamar Carroll



**“We always receive great service from Hydromax USA.”**

Ray Page, Utilities Superintendent, City of Tarpon Springs

References	Broward County (FL)	City of Portsmouth (VA)	Seminole County (FL)
Scope	Hydrant Condition Assessment Maintenance & GIS Integration 8,000 M17 Hydrants & GPS Port Everglades – Secure Area Unidirectional Flushing Program	Valve Condition Assessment, 3,000 M-17 Hydrant Condition Assessment and Flowing / Maintenance / UDF Execution; GIS Data Integration 7,000 Valves / 3,000 Hydrants / 3,000 Miles UDF	Valve Assessment and Hydrant Maintenance / Flowing and GIS Integration for 6,000 Valves / 31,000 Hydrants & GPS – UDF 1,000 Miles
Reference Information	Carlos Garcia, Project Manager 255 W Copans Rd Pompano Beach, FL 33069 954.520.5881 F) 954-831-0798 cbgarcia@broward.org	P. Troy McPherson, PE, ENV SP Hazen and Sawyer 2809 S. Lynnhaven Road, Suite 350, Virginia Beach, VA 23452 757.785.9488 tmcpherson@hazensawsawyer.com	Shannon Ashworth Utilities Program Coordinator 500 W Lake Mary Blvd Sanford, FL 32773 403.665.2015 sashworth@seminolecountyfl.gov
Contract Value Consolidated	\$1.2M	1.0M	\$1.9M
Contract Term	9/1/2015 – 9/1/18	3/1/2016 – 3/1/2017	1/26/2003 - 6/30/2014
Percentage (%) Complete	100%	100%	100%
Project Manager	Lamar Carroll	Lamar Carroll	Lamar Carroll
References	Pinellas County (FL)	City of Wellington (FL)	Name Restricted
Scope	Valve and Hydrant Condition Assessment, Maintenance and GIS Integration 25,000 Valves, 7,500 Hydrants; Includes 1,170 Valves 14” or larger	Valve and Hydrant Condition Assessment Maintenance GIS Data Integration for 4,000 Valves / 1,000 Hydrants	Valve Condition Assessment, Hydrant Condition Assessment and Flowing / Maintenance; GIS Integration; 3,300 Valves - All FL Theme Parks & Resorts
Reference Information	Alan Bollenbacher Maintenance Division Manager 6730 142nd Avenue N. Largo, FL 33771 727. 464.5825 abollenb@pinellascounty.org	Bradley C. Wolak, P.E., PMP Assistant Director 12133 Ken Adams Way Wellington, FL 33414 561.753.2480 bwolak@wellingtonfl.gov	Richard McArthur, Global Contracts, PO Box 10000 Lake Buena Vista, Florida 32830 407.939.4614 Richard.E.McArthur@disney.com
Contract Value Consolidated	\$1.8M	\$150,000	\$160,000
Contract Term	6/16 – 6/20	9/1/2017-9/30/2018	7/1/15-7/1/16
Percentage (%) Complete	25%	100%	95%
Project Manager	Lamar Carroll	Lamar Carroll	Lamar Carroll
References	Washington Aqueduct / US Army COE	Broward County (FL)	City of Corpus Christi (TX)
Scope	Transmission Main Valve Assessment Program Assessment, Maintenance and GIS Integration ~250 Total Valves. Includes 50 Valves 14” or larger	Valve Condition Assessment Maintenance & GIS/CMMS Integration 28,000 Valves & GPS	Large Valve Condition Assessment Maintenance & GIS/CMMS 2,000 Valves 12” and Larger
Reference Information	Kris Wheaton, Project Engineer Arcadis U.S., Inc. 2101 L Street NW Washington, DC 20037 202.912.8100 Kristin.Wheaton@arcadis.com	Carlos Garcia, Project Manager 255 W Copans Rd Pompano Beach, FL 33069 954.520.5881 cbgarcia@broward.org	Gabriel Maldonado 1201 Leopard Street Corpus Christi, TX 78401 361.826.3165 GabrielM@cctexas.com
Contract Value Consolidated	\$150,000	\$2.8M	\$180,000
Contract Term	10/6/17-12/31/17	1/31/2006 - 1/31/2009	1/1/2010 - 1/1/2012
Percentage (%) Complete	10%	100%	100%
Project Manager	Todd Christman	Lamar Carroll	Lamar Carroll



**“I’ve worked closely with the folks at Hydromax USA for a number of years, and I would highly recommend their services. I would absolutely partner with them again.”**

Chris Collier, Assistant Utilities Director, City of Cocoa

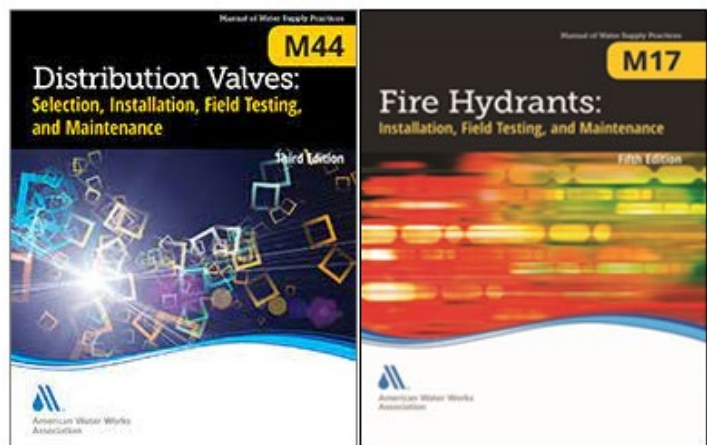
## 3.0 | Project Understanding & Approach

Hydromax USA's Water Distribution Services Team has built a reputation for the quality of our valve and hydrant maintenance and unidirectional flushing (UDF) programs. **Our Solutions** are designed to maximize the value of our customer's water products and services by optimizing water distribution system performance and reliability, minimizing delivery costs, controlling water loss, and enhancing water quality.

**Our Team** has performed infrastructure condition assessment programs that have evaluated **hundreds of thousands of water distribution system assets**, helped clients recover millions of gallons in lost water, and provided information management services for improvement of system models and development of GIS integrated solutions for utilities across the United States.

### VALVE AND FIRE HYDRANT ASSESSMENT AND MAINTENANCE

Hydromax USA's valve and hydrant assessment program is designed to comply with AWWA standards (including publication M44-Distribution Valves: Selection, Installation, Field Testing and Maintenance; and publication M17-Fire Hydrants: Installation, Field Testing, and Maintenance) and meet the requirements of oversight environmental agencies as well as all OSHA and confined space safety regulations. Hydromax USA works to develop a comprehensive valve assessment and maintenance program that meets the individual needs of each utility.



### Planning and Implementation Tasks

1) **Client Gap Analysis and Data Model Alignment:** Prior to the start of the program, HUSA will hold a project meeting with City of Addison to better understand the operational characteristics of the distribution system such as age of pipe, system areas prone to poor fire flow, and pressure problems in the distribution system. This will allow for a greater understanding of how the distribution system is functioning, establish expectations for all parties, and allow priorities to be assigned to segments of the work. As a part of this gap analysis, Hydromax USA will conclude the interview process with a water data model alignment meeting, assimilating information gathered in the process from utility stakeholders. The agenda for data alignment meeting will include:

1. Introduction
  - a. Participants
  - b. Roles

c. Communications

2. Determination of Existing Conditions

- a. GeoDatabase schema
  - i. Assets in existing schema
  - ii. Fields in existing schema
  - iii. Data capture methodology
  - iv. Data QC procedures.

3. Determination of data to be captured under contract

- a. Data capture workflow

4. ArcGIS GeoDatabase deliverable.

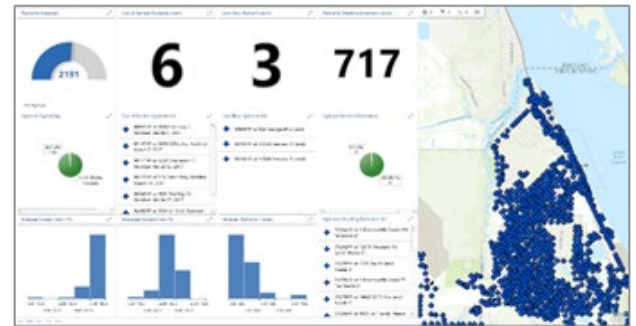
- a. HUSA data QA procedures
- b. Feature classes
  - i. Valves & Fire Hydrants
  - ii. Pipes
  - iii. Object classes
  - iv. VALVE\_GPS Table
  - v. VALVE\_INSPECTION Table.
  - vi. Geometric Network

c. Geodatabase delivery

- i. Tables
- ii. Attributes
- iii. Field relationships
- iv. Primary/foreign keys

5. Reports

- a. Production reports
- b. System status reports
- c. Work orders
- d. System evaluation reports
- e. Map-based reports

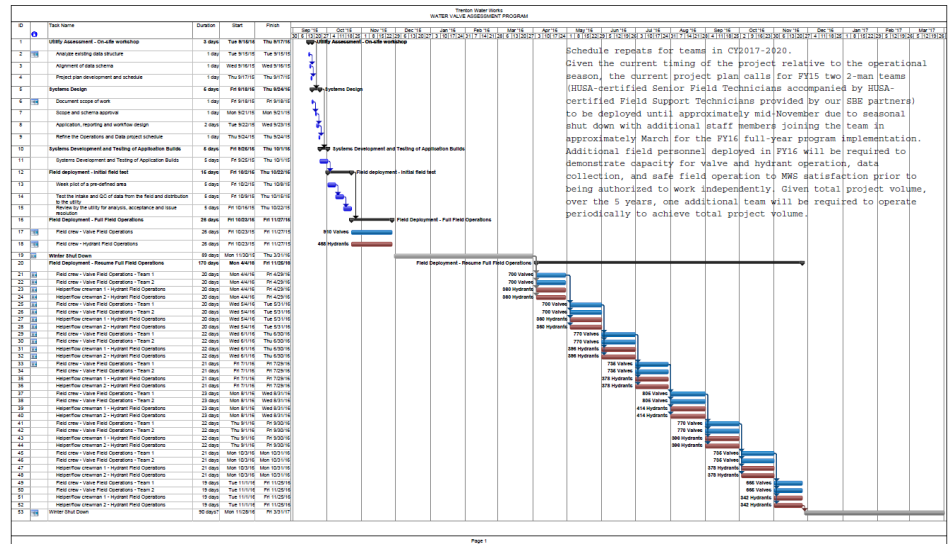


- 2) **Program Execution Planning.** Hydromax USA will determine City of Addison’s desired geographical or hierarchical approach for initial implementation into areas of the distribution system. This would include setting a schedule designed to maintain a level of field staffing that will ensure completion of the valve assessments within the schedule and budget allotted.
- 3) **Field Workflow Pilot Test Cycle.** Hydromax USA will develop and test pilot program area to validate fully functioning work flows from replicated data distribution through all field activities and test of data delivery to client.
- 4) **Initiate Full Program Implementation.** Hydromax will perform assessments on the distribution system and document all locations and assessments in a manner that will allow a prioritized list of maintenance items to be provided to City of Addison.

- Locate all valves and hydrants with GPS in a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.
- Document each asset maintained and collect individual asset data to such an extent as to provide information characteristic to each specific attribute as defined by the Utility.
- Provide constant communication with the Utility staff so that the program is proactively managed and permit issues to be addressed in a timely manner.
- Provide periodic corroborative field survey to ensure the spatial accuracy of the data submitted

### Project Scheduling

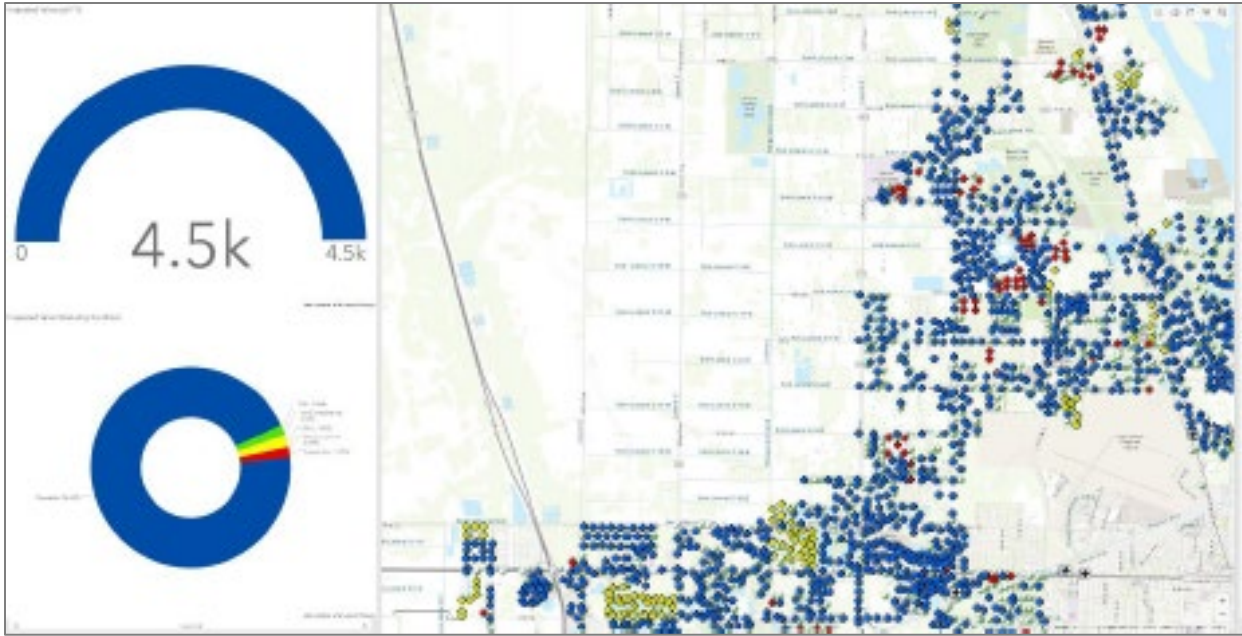
After completion of Tasks 1 and 2, Hydromax USA will prepare a formal project schedule for review and approval by the utility. Hydromax USA uses two primary methods to communicate project planning and project management. Project plans are formally prepared using MS Project and distributed to the project team for approval and coordination. If the project includes geographic assignments, the project schedule is updated to include this information for stakeholders inside and outside the municipality. Often this information is communicated to customer service to address customer questions regarding Hydromax staff field personnel performing assigned activities.



### Project Reporting / Dashboard

Hydromax USA utilizes our custom **HUSA Operations Dashboard** to provide client management real time access to field activity and program results. The dashboard will provide a visual means for Hydromax USA to provide program metrics to City of Addison daily and will form the foundation for monthly progress reporting. The Utility will be able to see detailed valve physical and operational condition as they are found by our field crews.





### **Project Management Support**

Hydromax USA employs a critical path project approach utilizing PMI principles and philosophies. This is designed to ensure a continuum of the following:

- Management of key decisions and milestones during this project.
- Preparation of initial project development plan (including the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives)
- Coordination of communications and meetings with the Utility as needed or requested to review technical concepts and alternatives, gathering staff feedback, and coordinating activities with the project team.
- Oversight of the execution and development of the project deliverables.

This comprehensive approach is not just employed by the project manager who owns it, but each member of the support team and field crew to provide superior hydrant assessment service.

---

### **HYDRANT ASSESSMENT AND MAINTENANCE PROGRAM**

Hydromax USA's Water Distribution Services Team has built a reputation for the quality of our hydrant maintenance programs. Our capabilities have allowed us the opportunity to provide assessments and GIS services to utilities throughout the US ranging from a few thousand assets to tens of thousands of assets. Following is a summary of Hydromax USA's project understanding and approach.

#### **Hydrant Assessment and Maintenance**

Hydrant maintenance is an essential part of good distribution system management. Few things can harm a utility's reputation so quickly as a fire hydrant that does not work in an emergency.

Annual system-wide hydrant maintenance can help to improve the utility’s ISO rating. It is also a visible sign to the public that the utility is “on the job” making sure fire hydrants are in working order to protect their property and personal safety. Annual hydrant maintenance can also play a vital part in maintaining water quality when incorporated into an organized flushing program. Hydromax USA’s hydrant assessment and maintenance program is designed to comply with AWWA standards (including publication M17 – Installation, Field testing, and Maintenance of Fire Hydrants) and meet the requirements of oversight environmental agencies. Hydromax USA works to develop a comprehensive hydrant assessment and maintenance program that meets the individual needs of each utility.

Hydromax USA will develop an overall schedule of work to be approved by the County, prior to commencement of work. HUSA will also provide all spatial and feature class attribute data collected, metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy will be submitted with final and interim data deliveries.

Hydromax USA will perform required repairs that are needed to bring hydrants in the system to 100% operability. Repairs will be captured and HUSA will work with the utility to provide this data in a format suitable for client documentation in the GIS systems.

Hydromax USA will also evaluate and analyze the results of the hydrant assessment program and develop an evaluation report for the City. The evaluation report will include an analysis of the results of the program, findings and recommendations. The following deliverable reports will be provided to City of Addison.

- Validated compliant database
- Annotated maps which depict the program area
- A list of recommended hydrant and isolation valve repairs
- Work orders for these repairs
- A list of recommended hydrant and isolation valve replacements
- Evaluation report



Hydrant Program in City of Cocoa



Hydrant Flushing in City of Memphis

## Hydrant Maintenance and Assessment Activities

HUSA is responsible for obtaining all permits, approvals, etc., required by any other governmental agency having jurisdiction, including the County. HUSA will follow the minimum requirements set forth in these specifications. All work will comply with all applicable provisions and standards of the following recognized entities: State and local building and plumbing codes, American National Standards Institute® (ANSI®), American Water Works Association® (AWWA®), Texas Commission on Environmental Quality (TCEQ), National Sanitation Foundation® (NSF®), US Environmental Protection Agency (EPA), US Food and Drug Administration (FDA) and the US Occupational Safety and Health Administration (OSHA).

#### **HUSA (Standard) Fire Hydrant Maintenance and Assessment**

- All hydrants shall be lubricated in the operating nut area with the original equipment manufacturer's recommended lubricant to assist in smooth operation of the hydrant.
- All nozzle outlets shall be lubricated with FDA approved lubricant.
- All lubricant material shall be provided by HUSA.
- Each hydrant shall be fully opened, with the nozzle caps in place, for inspection of seal and operation. A check shall be made to ensure that the main valve is completely closed, and the barrel is draining.
- HUSA shall perform fire flow test per AWWA standards without residual pressure recordings.
- HUSA will clear weeds/grass and cut bushes back to ensure optimal visibility.
- Tighten nozzle caps slightly tighter than hand tight.
- Note and repair any operational deficiencies.
- Verify location and exercise hydrant isolation valve to determine operational capability.
- Record any miscellaneous findings.
- Provide coordinates of fire hydrant and isolation valve (two separate readings) using a sub-meter "GPS" device to be compatible with The City using State Plane systems. The accuracy of the coordinates shall be no more than one (1) meter with differential correction. Most hydrants are already in the GPS system. As new ones are added, coordinates will have to be added into the system.
- Replace hydrant ID Tag and/or reflective road markers (Blue), if necessary.
- Confirm and update The City's Fire Hydrant inventory.
- Provide all labor and replacement parts to correct the operational deficiencies found during the testing process or by other sources within The City, (i.e., Fire Department). Hydrant ID tags and reflective road markers are to be charged as a separate item.
- HUSA will not be responsible for "extraordinary" hydrant repairs necessitated by vandalism, traffic or construction damage, acts of war or civil disobedience, or acts of God.
- Hydrants that are deemed outdated by the City's Project Manager shall be excluded from the repair service due to unavailability of replacement parts.

#### **Upper Barrel Repair (Optional)**

- Replace any/all necessary parts/components excluding bonnet assembly.
- Disassemble and lubricate complete bonnet area.
- Replace missing or damaged caps/gaskets where needed (hose or pumper).
- Replace damaged nozzles (hose or pumper).
- Re-caulk and/or secure nozzles as needed.
- Replace any missing or deteriorated flange nuts and bolts.
- Rotate position of hydrant as required, or per City Project Manager's request.



### **Upper Barrel Replacement (Optional)**

(Upper barrel and bonnet assemblies are considered in this Proposal as upper barrel assembly)

- Replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assembly.
- Replace damaged nozzles (hose or pumper).
- Re-caulk nozzles as necessary.
- Replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
- Replace any missing or deteriorated nuts and bolts.
- Rotate position of nozzle as required or per City Project Manager's request.
- Replace broken traffic flanges and couplings where necessary.

### **Lower Barrel (Optional)**

- Includes all upper barrel repair items.
- Replace any/all necessary internal components.
- Replace broken traffic flanges, flange gaskets and couplings where necessary.
- Straighten hydrant, if necessary.

### **Bonnet Repairs/Replacements (Optional)**

- Replace/repair hold down nuts.
- Replace/repair operating nuts.
- Replace/repair oil reservoir.
- Replace/repair "O" ring pressure seals.
- Replace/repair anti-friction washers.
- Replace/repair damaged bonnet nuts and bolts, as required.
- Lubricate all disassembled bonnet components.

### **Extensions (Optional)**

Raise hydrant to meet minimum standards (minimum 18" to nozzle, maximum 24" where necessary).

### **Scrape, Wire Brush, and Paint (Optional)**

- HUSA will be responsible for providing all paint and related supplies.
- All old rough spots or rust shall be scraped off and the hydrant wire brushed.
- The hydrant shall be cleaned with a solvent, primed, and painted in the approved City colors.
- Hydrant color - OSHA Yellow or Fire Hydrant Yellow.
- Paint - Rust-Oleum Fire Hydrant Acrylic Enamel Paint.
- Fire hydrant bonnets shall be color coded as determined from flow testing.
- Blue: >1,500 G.P.M., Green: 1,000 - 1,500 G.P.M, Orange: 500 - 1,000 G.P.M and Red: <500 G.P.M

### **Reflective Road Markers (Optional)**

Reflective road markers shall be Stimsonite model-91 I-A, blue reflectors facing oncoming traffic. Road markers shall be installed approximately in the center of the lane nearest to the edge of the road adjacent to the hydrant.

### **Hydrant ID Tag (Optional)**

Any identification tag missing after work has been completed shall be replaced with the proper The City ID number stamped on it.

## GEOSPATIAL DATA MANAGEMENT

---

### Information Management Approaches

The data capture during this program will be one of the factors utilized in risk and CIP prioritization models. The critical aspects to this project are field collection and data management between the field crews and Hydromax and the replication of collected data between Hydromax and the Utility. To assure smooth, low impact, data deliverables Hydromax USA will hold 'GIS data alignment meeting(s)' to obtain and review the current water database structure, also known as 'data-model'. This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for the Utility to consider prior to the beginning of field operations. Hydromax is flexible regarding project data deliverables and will work with the Utility to determine the most efficient delivery format. These proven GIS data deliverables can range from simple Personal Geodatabase, ArcSDE to XML exports, to ArcSDE versioned database replication:

- Personal Geodatabase deliverables provide a simple, single file, format of GIS data that can be reviewed in ArcMap prior to migrating this data into the Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the Utility's enterprise GIS.
- ArcSDE to XML export creates a small foot-print file that retains SDE (Spatial Database engine) properties. This file would need to be 'Imported' into a staging SDE geodatabase for review in ArcMap prior to migrating this data into the Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the Utility's enterprise GIS.



### Minimum Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the utility.

Data delivered from the field is processed through Hydromax USA's standardized QA/QC ModelBuilder scripts to evaluate data against established HUSA program queries for valve data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

Reflective of our commitment to data accuracy, Hydromax USA employs a dedicated **Data Auditor** to support our Project Managers and GIS analysts. Hydromax auditing services include:

- Hydromax USA shall randomly select one day per month, and the work performed during this day shall be reviewed by the Data Auditor.
- If the work is greater than or equal to 95% accurate, no further additional auditing will be required for the month unless requested by the client.
- If the work is less than 95% accurate, Hydromax shall correct any known discrepancies in the work and have the work re-audited by the data auditor once the issues are resolved. Another sample data set from that submittal/ crew shall then be reviewed under this process until satisfactory results are achieved. In addition, the initial audit sample size will be doubled to determine if any systemic issues are present.
- The minimum levels of accuracy to be attained under the program are as follows:
  - Inspection Accuracy 95%
  - GPS Accuracy 98%
- Hydromax will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax will also review, prior to each submission, the accuracy of the billing, contractual compliance (including program M/WBE participation) and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

## ACCEPTED/LATEST PROFESSIONAL ENGINEERING PRACTICES

### OPERATION AND REPAIR OF VALVES

---

Hydromax will bring to the program a vast amount of experience and knowledge within the field of water infrastructure condition assessment. Valve assessment is an essential component of good distribution system management. Malfunctioning, closed, “frozen” and/or “lost” valves make isolating a specific area of the distribution system for emergency and/or routine repairs difficult, time consuming and on occasion, impossible. Such conditions inevitably lead to excessive overtime, excessive water loss and adverse public relations. Initial distribution system valve assessment followed by annual system wide valve maintenance enhances the utility operator’s capability to effectively control the flow of water within the distribution system. Valve assessment and maintenance will prolong the life of the valves in the distribution system, ensure that the valves can be located, accessed, and operated as needed and allows for the utility to better plan for and schedule system repairs/improvements.

The first step in an assessment program is to prioritize the valve and hydrant locations. Usually those near critical customers such as hospitals are the most important. Other factors could include the size of the water main, proximity to pump stations and treatment plants, the amount of flow through the valve and water main, age of the valve or hydrant, or proximity to a main intersection on a busy street. The main components to a Valve Exercise Program are:

- Find and document the location. Note the precise location using global positioning system (GPS) equipment and by traditional surveying
- Take a digital picture showing the hydrant/valve and surrounding area. The point is: don’t lose the valve site location once it has been found.
- Ensure that the valve operates through the full range of motion *at least* two full cycles until the valve operates freely with little resistance. This may take several full cycles as well as several partial reverse/forward exercises.
- Keep and maintain detailed records for each hydrant and valve. This includes mapping locations taken from as-built drawings or road maps as well as field verification of locations, and possible interviews with staff regarding unrecorded installations of valves and hydrants. This data will then be maintained in both electronic and hard copies.
- Schedule and perform needed repairs. Often, valve boxes are out of alignment, so a valve key cannot access the valve. Valves and hydrants are sometimes broken during the exercising program because they have not previously been used or previously incorrectly turned. Fixing the broken valves or hydrants in a timely manner is very important so the integrity of the distribution system is maintained, and safety of the public is insured.
- Repeat these steps on a routine basis. Experts recommend exercising a valves and operating hydrants annually if possible. Valves should at least be operated once every two to three years. Some valves will need to have a different schedule than others based on their location or unusual operating conditions such as large valves or those in critical areas. It’s usually a good idea to perform the exercising program during moderate weather conditions although valves and hydrants should be able to be operated in any condition.

When operating valves and hydrants, Hydromax will adhere to a strict methodology involving the following principles:

- Work in an orderly and safe manner to ensure protection of the residents, Utility employees, and the Field Staff so that no avoidable accidents occur. Use confined space practices to ensure safe entries when required.
- Employ a combination of recorded information, manual and technical testing techniques as needed to establish the location of valves and hydrants.
- Operate valves in accordance with the AWWA manual M-44, "Distribution Valves: Selection, Installation, Field Testing and Maintenance"
- Attempt to operate the valve or hydrant manually.
- Don't force the valve or be in a hurry.
- During initial valve closure, the valve will be turned no more than five turns before turn direction is reversed to two turns, thus allowing the threads of the stem and gate to free themselves.
- If the valve cannot be operated manually by one person, then employ a hydraulic operator with torque control.
- The valves will then be exercised from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through *a minimum* of two consecutive ranges of operations.
- Use the lowest hydraulic torque (turning force or rational force) setting possible to allow valve operation.
- Turn valves and hydrants slowly to avoid water hammer or potential water main rupture.
- Listen closely as water flow changes can occur when operating a valve. This may help determine if the valve is operating correctly.
- Debris can be stirred up during valve and hydrant programs so public notification should be performed before starting the process. This will keep the dirty water complaint calls down.
- Turns will be counted both down and up to insure they match. Valve sizes should match accepted turn ranges per size of valve. In cases where large valves are gear reduced, gear ratios should be noted if that determination can be made.
- Butterfly valves will need to be operated with great care, so they are not over torqued and damaged.
- If there is reasonable evidence that a valve or hydrant might break during the exercising process, the Utility will be notified immediately, and a decision will be made to attempt or not to attempt the process.
- Broken valves and hydrants will be reported immediately to the Utility so that notations can be made for future potential emergency situations.

#### **Valve Maintenance Activities 4" And Smaller Gate Valves**

- Special care will be taken for valves in this size range. Unless directed otherwise, all valves, 6" and smaller will be manually operated to avoid damage.
- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and clean out valve box to access valve.

- Verify location, size, and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Valves of this size (especially 2" and 3") may be located at the "dead end" of a water main. If this is the case, follow protocol established as opening may create a washout.
- Attempt to identify the type of valve. Older valves, (especially in the 2" to 3" range) may be bronze disc "plumbing" style valves such as NIBCO or bronze ball valves of the "corporation stop" style. In either case, neither will have the standard operating nut and a pronged or slotted valve wrench will need to be employed.
- Carefully work the valve from open to closed, to back open position until the appropriate number of turns is achieved.
- Carefully operate the valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise.

### **6" To 12" Gate Valves**

- Locate valve then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Work the valve from open to closed, to back open position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to "massage" the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate the valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise.

**Actual experience in operating 16-inch and larger geared valves is far scarcer in the industry than the experience of having operated buried service valves that do not entail complex and extremely old gearing. Hydromax USA will approach the exercising of large, geared valves with an engineered protocol:**

### **16" And Larger Gate Vales That Are Not Geared.**

- Locate main line valve (and by-pass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size, and operational direction (left or right) of main line valve (and by-pass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and by-pass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve. Cross reference the manufacturers specifications for

minimum and maximum torque and the number of turns from full open to full closed for both the by-pass valve (if applicable) and main valve.

- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns (for by-pass valve first, if applicable).
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit, until the appropriate number of turns are obtained.
- Operate both the main line valve (and by-pass valve, if applicable) through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise by City of Addison.

### **16” And Larger Geared Valves**

- Locate main line valve (and by-pass valve, if applicable) then properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.
- Verify location, size and operational direction (left or right) of main line valve (and by-pass valve, if applicable) by cross reference of supplied water atlas.
- Identify size and type of main line valve (and by-pass valve, if applicable) and determine if valve is geared or not. If possible, determine manufacturer of valve.
- Cross reference the manufacturers specifications for minimum and maximum torque and the number of turns from full open to full closed for both the by-pass valve (if applicable) and main valve.
- If valve is found to be geared, activate gear reduction mode on hydraulic valve operator and enter desired torque range.
- Set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- Work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torque limit until the appropriate number of turns are obtained.
- Operate valve through a minimum of (2) full cycles leaving valve in fully open position, unless directed otherwise by City of Addison.

### **Butterfly Valves of Various Sizes**

- Locate valve, properly position valve operator for minimum interference with vehicular and/or pedestrian traffic.
- Establish and set up M.O.T. as appropriate. Remove valve box lid and/or open valve vault hatch covers. Clean out valve box and/or vault to access valve.

- Verify location, size, and operational direction (left or right) of valve by cross reference of supplied water atlas.
- Attempt to determine manufacturer of valve. Cross reference the manufacturers specifications for torque and actuator requirements and the number of turns from full open to full closed position.
- Keeping in mind that this is a butterfly valve and not a gate valve, set the hydraulic valve operator for desired minimum torque and appropriate number of turns.
- After verifying the operational direction of valve, work valve from open to close position until the minimum torque limit or appropriate number of turns is achieved. If torque limit is reached prior to obtaining the appropriate number of turns, continue to “massage” the valve by repeating the process and slowly increasing the torque limit up to, but not exceeding the maximum torques. If valve is determined to be “stuck” between the open and closed position, notify utility for permission to access actuator. If permission is granted, access the actuator, and check for jamming. If nothing is found, the interference is likely in the valve. If this is the case,
- Do not attempt to force the disc open or closed since excessive torque in this situation can severely damage internal valve and/or actuator components.
- Once it is established that butterfly valve is operational, cycle the valve through (2) full cycles leaving valve in fully open position, unless directed otherwise.

### **Controlling Torque Using Hydraulic Valve Turning Device**

The torque is automatically monitored and controlled by the hydraulic valve operator once our technician pre-sets the desired torque limit and activates the automatic mode. The technician will then closely monitor the torque range while the valve operator is turning to ensure that mechanical failure does not inadvertently impact the valve being turned.

### **Valves Found in the Wrong Position**

If a valve is found in the wrong (closed) position, our technician will immediately contact City of Addison and inform them of the situation. If instructed to leave closed, our technician will document all appropriate data and proceed to the next valve. If instructed to operate valve to fully open position, our technician will proceed as appropriate for the type of valve encountered.

## **VALVE TECHNICAL SPECIFICATIONS**

---

### **Torque Limits for Each Valve**

The following information is compiled from AWWA references and various resilient wedge, double disc, and butterfly valve manufacturer specifications. Specific manufacturer requirements will supersede below information if applicable.

- (4” through 12” valves have an opening torque that is approximately 30% of the closing torque)
- (14” through 60” valves have an opening torque that is equal to or less than the closing torque during normal operation)



- 6" non-gearred resilient wedge (RW) or double disc gate valve - 50 to 110 ft-lb
- 6" bevel gearred RW or DD gate valve - 30 to 64.7 ft-lb (Rotork) or 25 to 56.3 ft-lb (MasterGear)
- 6" spur gearred RW or DD gate valve - 30 to 60.1 ft-lb (Rotork)
- 8" non-gearred RW or DD gate valve - 75 to 150 ft-lb
- 8" bevel gearred RW or DD gate valve - 45 to 88.2 ft-lb (Rotork) or 40 to 76.7 ft-lb (MasterGear)
- 8" spur gearred RW or DD gate valve - 40 to 82 ft-lb (Rotork)
- 10" non-gearred RW or DD gate valve - 90 to 185 ft-lb
- 10" bevel gearred RW or DD gate valve - 50 to 108.8 ft-lb (Rotork) or 45 to 94.6 ft-lb (MasterGear)
- 10" spur gearred RW or DD gate valve - 50 to 101 ft-lb (Rotork)
- 12" non-gearred RW or DD gate valve - 100 to 225 ft-lb
- 12" spur gearred RW or DD gate valve - 60 to 123 ft-lb (Rotork)
- 14" non-gearred RW or DD gate valve - 110 to 225 ft-lb
- 14" bevel gearred RW or DD gate valve - 30 to 75 ft-lb (Rotork) or 25 to 58.8 ft-lb (MasterGear)
- 14" spur gearred RW or DD gate valve - 25 to 61 ft-lb (Rotork 4.1:1), or 55 to 117.9 ft-lb (Rotork 2.12:1)
- 16" non-gearred RW or DD gate valve - 110 to 225 ft-lb
- 16" bevel gearred RW or DD gate valve - 130 to 161.8 ft-lb (Rotork 2:1), 45 to 91.7 ft-lb (Rotork 4:1) or 35 to 71.9 ft-lb (MasterGear)
- 16" spur gearred RW or DD gate valve - 30 to 61 ft-lb (Rotork 4.1:1), or 55 to 117.9 ft-lb (Rotork 2.12:1)
- 18" non-gearred RW or DD gate valve - 110 to 225 ft-lb
- 18" bevel gearred RW or DD gate valve - 80 to 161.8 ft-lb (Rotork 2:1), 90 to 91.7 ft-lb (Rotork 4:1) or 35 to 71.9 ft-lb (MasterGear 4.5:1)
- 18" spur gearred RW or DD gate valve - 35 to 74.5 ft-lb (Rotork 4.1:1), or 70 to 144.1 ft-lb (Rotork 2.12:1)
- 20" non-gearred RW or DD gate valve - 100 - 300 ft-lb
- 20" bevel gearred RW or DD gate valve - 65 to 176.5 ft-lb (Rotork 2:1), 50 to 100 ft-lb (Rotork 4:1) or 35 to 78.4 ft-lb (MasterGear 4.5:1)
- 20" spur gearred RW or DD gate valve - 40 to 81.3 ft-lb (Rotork 4.1:1), or 75 to 157.2 ft-lb (Rotork 2.12:1)
- 20" butterfly valve - 100 to 300 ft-lb
- 24" non-gearred RW or DD gate valve - 160 to 325 ft-lb
- 24" bevel gearred RW or DD gate valve - 60 to 127.5 ft-lb (Rotork 3:1)
- 24" spur gearred RW or DD gate valve - 40 to 88.1 ft-lb (Rotork 4.1:1), or 60 to 120.4 ft-lb (Rotork 3:1)
- 24" butterfly valve - 100 to 300 ft-lb
- 30" non-gearred RW or DD gate valve - 150 to 450 ft-lb
- 30" bevel gearred RW or DD gate valve - 80 to 176.5 ft-lb (Rotork 3:1), 65 to 132.4 ft-lb (Rotork 4:1) or 60 to 125 ft-lb (Limitorque 4:1)
- 30" spur gearred RW or DD gate valve - 60 to 127.8 ft-lb (Rotork 4:1), or 80 to 166.7 ft-lb (Rotork 3:1)
- 30" butterfly valve - 100 to 300 ft-lb
- 36" non-gearred RW or DD gate valve - 200 to 550 ft-lb
- 36" bevel gearred RW or DD gate valve - 80 to 161.8 ft-lb (Rotork 4:1) or 75 to 152.8 ft-lb (Limitorque 4:1)
- 36" spur gearred RW or DD gate valve - 75 to 156.3 ft-lb (Rotork 4:1) +
- 36" butterfly valve - 100 to 300 ft-lb

- 42" non-geared RW or DD gate valve - 200 to 700 ft-lb
- 42" bevel geared RW or DD gate valve - 100 to 205.9 ft-lb (Rotork 4:1) or 90 to 194.4 ft-lb (Limitorque 4:1)
- 42" spur geared RW or DD gate valve - 90 to 198.9 ft-lb (Rotork 4:1) +
- 42" butterfly valve - 100 to 300 ft-lb
- 48" non-geared RW or DD gate valve - 300 to 800 ft-lb
- 48" bevel geared RW or DD gate valve - 115 to 235.3 ft-lb (Rotork 4:1) or 110 to 222.2 ft-lb (Limitorque 4:1)
- 48" spur geared RW or DD gate valve - 110 to 227.3 ft-lb (Rotork 4:1)
- 48" butterfly valve - 100 to 300 ft-lb
- 54" non-geared RW or DD gate valve - 300 to 850 ft-lb
- 54" bevel geared RW or DD gate valve - 120 to 240 ft-lb
- 54" spur geared RW or DD gate valve - 110 to 227 ft-lb
- 54" butterfly valve - 100 to 300 ft-lb
- 60" non-geared RW or DD gate valve - 350 to 900 ft-lb
- 60" bevel geared double disc valve - 125 to 250 ft-lb
- 60" butterfly valve - 100 - 300 ft-lb

Hydromax USA adheres to strict guidelines for the operation and exercising of valves as indicated in the torque limit chart provided within these technical specifications. At no time, will HUSA exceed the suggested maximum torque limits without authorization from City of Addison, thereby releasing Hydromax USA from obligations that exceed the published torque specifications. HUSA is aware that exceeding the maximum torque may release pressure and increase operability but will not proceed beyond the recommended torque specification without authorization and witnesses from the utility to verify the operational ability and possibility of operation beyond the specified limits.

## 4.0 | Equipment & Software

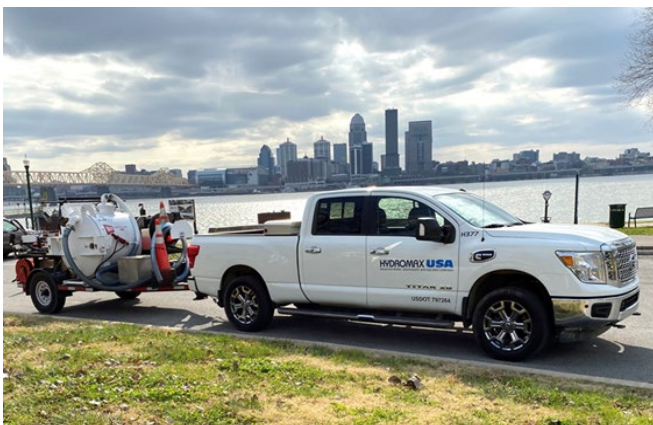
With a fleet of over 300+ vehicles across the US, Hydromax USA understands the value in investing in the appropriate tools, equipment, and technology for our teams and dedicates the resources required to execute projects effectively and efficiently.

### Valve Assessment and Data Management Equipment

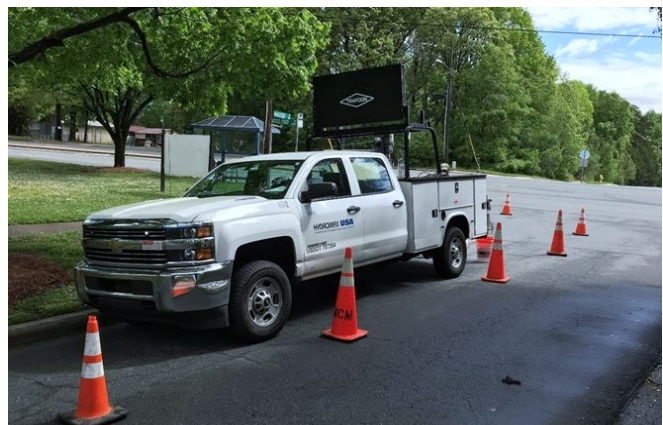
- Fully stocked Ford F250 and RAM 2500 series fleet vehicles with crane, arrow boards, cones, strobes, and confined space gear. Fleet also contains 5500 series trucks with skid mounted valve maintenance equipment, for areas that will not permit trailered access.
- Grand LX Valve Maintenance Trailer (or skid): HUSA valve maintenance trailers include the ERV-750 extended reach system and the TM-7 valve operator, complete with heavy duty (2500 ft. lb. torque) hydraulic drive system, microprocessor control for torque and direction of rotation.

The trailer is also equipped with a **high-pressure water system and 500 CFM industrial vacuum with a 500-gallon holding capacity.**

- 300 GPM water pumps for dewatering vaults: Hydromax USA utilizes dewatering pumps to pump out vaults so that the valve will be fully exposed for inspection and evaluation. These pumps allow for complete valve evaluation including items that normally would be submerged.
- Trimble R2 GPS Units - deliver reliable **sub-foot** performance and are used throughout our national operations.
- **ESRI ArcGIS Software** – Hydromax USA’s GIS department utilizes the industry leading ArcGIS software package for all asset validation and spatial data analysis.



Typical Hydromax USA Truck w/ Valve Trailer



UDF Execution Team in City of Charlotte, North Carolina

## Hydrant Assessment and Data Management Equipment

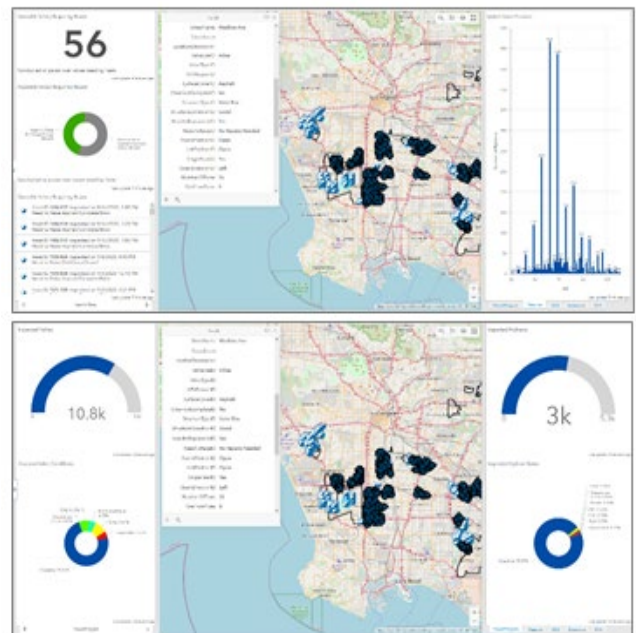
- Fully stocked Ford F250 and RAM 2500 series fleet vehicles with crane for repairs, arrow boards, flushing signs, cones, strobes.
- All related maintenance equipment including pitot gauges, diffusers, dechlorinating and standard, hydrant wrenches, vacuum for cleaning isolation valve boxes, valve keys.
- Trimble R2 GPS Units - deliver reliable sub foot performance and are used throughout our national operations.
- ESRI ArcGIS Software – Hydromax USA’s GIS department utilizes the industry leading ArcGIS software package for all asset validation and spatial data analysis.

## Valve & Hydrant Dashboard

Hydromax USA utilizes our custom HUSA Operations Dashboard to provide client management real time access to field team location, activity, and program results. The dashboard will provide a mechanism for Hydromax USA to provide program metrics to City of Addison in near-real-time and will form the foundation for progress reporting. City of Addison will be able to see the detailed physical and operational condition of system valves and fire hydrants as they are located and assessed by our field technicians and repairs as they are completed.

## HUSA Dashboard Elements:

- Current position of crews in the field and data being collected live, including repairs.
- Progress tracking: detailed visual summary of planned assessment throughout the program, as well as actual inspections performed.
- Live aggregated information on operating condition and other operational information, presented through interactive charts, histograms, and reports.
- The ability to interactively view the location and attribution of single valves or hydrants and groups of valves meeting criteria listed above
- The ability to compare year-over-year assessment to track system changes over time



**“Timely. Great communication. Great company. Complete work as requested.”**

Chris Graybosch, Distribution Supervisor, Seminole County

## 5.0 | Team Organization & Qualifications

Hydromax USA is a national professional services firm with nearly 500 employees. We have the necessary expertise and manpower to successfully execute this program and are well-positioned to provide additional capabilities and solutions to City of Addison. The organizational chart below illustrates the roles and responsibilities of various team members with the development and execution of this program.

### Key Staff Resumes

Given our combined expertise with developing similar programs, sustained experience with the required scope of services, and the location of our resources in Central Florida, we are confident this team is the best partner to develop and deliver this program for City of Addison.



#### Shane Majetich

##### Vice President

Industry Experience: 20+ years

- MA, Univ. of South Florida
- 2021 Water for People President's Award

**Project Role:** Responsible for overall contract fulfillment, data management and client satisfaction.

Shane leads HUSA's Water and Wastewater Solutions division. His experience includes the execution of water infrastructure assessment programs impacting hundreds of thousands of water systems assets while employed most recently as Business Unit Manager for Mueller Service Company where he had complete responsibility for the division. Shane provides expertise in the assessment of aging water and wastewater infrastructure through the implementation of technology-based solutions providing actionable infrastructure information for client network assets. Shane's project experience includes:

- **City of Portsmouth** | condition assessment program for 7,000 valves and 3,000 hydrants | GIS | 3,000 miles UDF
- **City of Cocoa** | comprehensive program to assess and remediate 36,000 system valves and 12,000 hydrants | GIS
- **Seminole County** | comprehensive program to assess and remediate 35,000 valves and hydrants | UDF program | GIS
- **Metro Water Nashville** | comprehensive program to assess and remediate nearly 60,000 system valves and 35,000 hydrants | GIS
- **Pinellas County** | assessment program for 25,000 valves | GIS
- **St. Louis** | assessment program for 20,000 valves | GIS
- **Broward County** | assessment program for 8,000 fire hydrants | GIS



#### Ramsey T. Hemaidan

##### Business Development Mgr.

Industry Experience: 17+ years  
B.S., Radford University

Ramsey has over 25 years of business development experience in 16 countries spanning multiple industries and departments. Ramsey has been working in the field of large and small diameter pipe condition assessment since 2005. Prior to joining Hydromax USA, Ramsey worked for Insituform Technologies, Pure Technologies, Fluid Conservation Systems and The Pressure Pipe Inspection Company. Ramsey is a member of the AWWA Water Main Condition Assessment Committee and Water Loss Control Committee. Ramsey was a contributor to the 4th edition of the AWWA M36 Water Audits and Loss Control Programs Manual and is currently on the subcommittee for the 2nd edition of the AWWA M77 Condition Assessment of Water Mains Manual. Project Experience:

- **Metropolitan Utilities District of Omaha, NE** | Condition Assessment
- **Denver Water, CO** | Condition Assessment
- **City of Austin, TX** | Condition Assessment



**Project Role:** Responsible for client communications, team coordination, contract management and value delivery.



### Russ Jackson

#### Operations Manager

Industry Experience: 20+ years

- Licensed General Engineering Contractor – CA, LA
- NSC Level III MOT Cert.
- Confined Space Safety
- Trench & Excavation Competent Person Certified
- OSHA 30 Certification

**Project Role:** Manage all day-to-day field activities and project personnel.

- **City of Phoenix, AZ** | Condition Assessment
- **Anchorage Water and Wastewater Utility, AK** | Condition Assessment

Russ has been in the water infrastructure condition assessment and maintenance industry for more than 20 years, managing projects and regional operations throughout the United States. His responsibilities include management of all regional field staff and equipment field operations providing valve and hydrant asset management, pipe condition assessment, leak detection, and construction/remediation activities. Russ' project experience includes:

- **City of Houston, Tx** | comprehensive program to assess and remediate 80,000+ valves | GIS
- **City of Garland, Tx** | condition assessment of 22,000+ valves & 8,000 hydrants | GIS
- **City of Waco, Tx** | comprehensive assessment program for 2,000 valves & 4,500 fire hydrants annually | GIS
- **City of Galveston, Tx** | comprehensive program to assess 8,000 valves in a 2 year period | GIS
- **City of Tulsa, OK** | condition assessment program to assess 9,000 fire hydrants annually
- **Golden State Water, CA** | condition assessment of 10,000 valves & 10,000 hydrants annually | GIS
- **City of Pasadena, CA** | condition assessment of 6,000 valves | Valve and hydrant installation and replacement | Line stopping and hot taps | GIS
- **City of Phoenix, AZ** | condition assessment program to assess, repair and paint 4,000 fire hydrants annually



### Zollen Banks

#### Director, Louisville Data Center

Industry Experience: 20+ years

- BS, University of Kentucky

**Project Role:** Responsible for initial data alignment meetings,

Zollen brings a career with 20+ years of Data and Project management experience which he leverages in leading Hydromax USA's Data, GIS, and Development teams. Under his guidance, these teams innovate to create unique and innovative data platforms to serve the water, wastewater, and natural gas industries. Zollen joined the HUSA team in 2009 and has a bachelors from University of Kentucky. His project experience includes:

- **City of Portsmouth** | condition assessment program for 7,000 valves and 3,000 hydrants | GIS | 3,000 miles UDF
- **City of Cocoa** | comprehensive program to assess and remediate 36,000 system valves and 12,000 hydrants | GIS
- **Seminole County** | comprehensive program to assess and remediate 35,000 valves and hydrants | UDF program | GIS
- **Metro Water Nashville** | comprehensive program to assess and remediate nearly 60,000 system valves and 35,000 hydrants | GIS
- **Pinellas County** | assessment program for 25,000 valves | GIS

coordinate data management team activities, and data deliverables.



### Scot Anderson

**Safety and Training Director**  
Industry Experience: 20+ years

- Auburn University

**Project Role:** Responsible for project safety.

- **St. Louis** | assessment program for 20,000 valves | GIS
- **Broward County** | assessment program for 8,000 fire hydrants | GIS
- **Indian River County** | comprehensive program to assess 4,000 valves and 2,000 hydrants | GIS

Scot has worked as a Safety and Training Manager for United States Infrastructure Corporation, the Corporate Safety and Training Manager for Consolidated Infrastructure Corporation, and the Vice President of Operations for Line Finders, LLC. prior to joining Hydromax USA. He has been involved with Safety and Training roles in the utility industry for over 20 years. His experience developing robust Health and Safety programs and working with all varieties of job hazard identification and readiness training makes him an integral part of the HUSA leadership. Scot's project experience includes:

- **City of Cocoa** | comprehensive program to assess and remediate 36,000 system valves and 12,000 hydrants | GIS
- **Seminole County** | comprehensive program to assess and remediate 35,000 valves and hydrants | UDF program | GIS
- **Metro Water Nashville** | comprehensive program to assess and remediate nearly 60,000 system valves and 35,000 hydrants | GIS
- **Pinellas County** | assessment program for 25,000 valves | GIS
- **St. Louis** | assessment program for 20,000 valves | GIS
- **Broward County** | assessment program for 8,000 fire hydrants | GIS
- **Henrico County** | comprehensive program to assess 13,000 valves and 5,000 hydrants | GIS
- **Indian River County** | comprehensive program to assess 4,000 valves and 2,000 hydrants | GIS
- **City of Raleigh** | comprehensive program for 1,350 large valves | GIS



### Miles Sommers

**Project Manager**  
Industry Experience: 15 years

- Florida Class 3 (DS3)  
License #0020240
- Arizona Grade 1 (DS1)  
License #OP033370
- NSC Level III MOT Cert.

Miles has been in the infrastructure condition assessment and maintenance industry for over fifteen (15) years. He is currently responsible for managing water asset management and UDF projects in the Central/Western United States. His duties include customer relations as well as managing area supervisors, equipment, and field personnel. Miles' project experience includes:

- **City of Houston, Tx** | comprehensive program to assess and remediate 80,000+ valves | GIS
- **City of Garland, Tx** | condition assessment of 22,000+ valves & 8,000 hydrants | GIS
- **City of Waco, Tx** | comprehensive assessment program for 2,000 valves & 4,500 fire hydrants annually | GIS
- **City of Galveston, Tx** | comprehensive program to assess 8,000 valves in a 2 year period | GIS
- **City of Tulsa, OK** | condition assessment program to assess 9,000 fire hydrants annually
- **City of Phoenix, AZ** | condition assessment program to assess, repair and paint 4,000 fire hydrants annually

- Confined Space Safety
- OSHA 30 Certification

**Project Role:** Manage valve & hydrant assessment, UDF crews as well as sub-contractors



**Roland Burnett**  
Senior Field Technician

- OSHA 10 Certification
- Confined Space Safety Certified
- Certified Valve and Hydrant Operator and Crew Chief

**Project Role:** Crew chief .

Roland has extensive experience in the execution of valve and hydrant maintenance programs and unidirectional flushing programs on water systems across the US. Roland has been a Project Manager and Crew Chief supervising projects and field personnel on numerous valve and hydrant assessment programs including highly technical large valve programs. Roland has also performed hydrant flow testing and unidirectional flushing programs throughout the United States for our clients. His project experience includes:

- **City of Portsmouth** | condition assessment program for 7,000 valves and 3,000 hydrants | GIS | 3,000 miles UDF
- **City of Cocoa** | comprehensive program to assess and remediate 36,000 system valves and 12,000 hydrants | GIS
- **Seminole County** | comprehensive program to assess and remediate 35,000 valves and hydrants | UDF program | GIS
- **Metro Water Nashville** | comprehensive program to assess and remediate nearly 60,000 system valves and 35,000 hydrants | GIS
- **Pinellas County** | assessment program for 25,000 valves | GIS
- **St. Louis** | assessment program for 20,000 valves | GIS
- **Broward County** | assessment program for 8,000 fire hydrants | GIS
- **Henrico County** | comprehensive program to assess 13,000 valves and 5,000 hydrants | GIS
- **Indian River County** | comprehensive program to assess 4,000 valves and 2,000 hydrants | GIS



**Gary Simpson**  
Senior Field Technician  
Industry Experience: 12+ years

- MOT Certification
- Confined Space Safety

Gary has extensive experience in the execution of valve and hydrant maintenance and UDF programs on water systems. Gary has been a crew chief, supervising numerous valve and hydrant assessment programs and highly technical large valve repair programs overseeing with multiple crews. Gary has inspected, audited, and exercised thousands of valves from 1" ball valves to large gate, butterfly, and cone valves. His project experience includes:

- **City of Portsmouth** | condition assessment program for 7,000 valves and 3,000 hydrants | GIS | 3,000 miles UDF
- **City of Cocoa** | comprehensive program to assess and remediate 36,000 system valves and 12,000 hydrants | GIS
- **Seminole County** | comprehensive program to assess and remediate 35,000 valves and hydrants | UDF program | GIS
- **Metro Water Nashville** | comprehensive program to assess and remediate nearly 60,000 system valves and 35,000 hydrants | GIS
- **Pinellas County** | assessment program for 25,000 valves | GIS



- Trench & Excavation Competent Person
- OSHA 10 Certification
- Certified Valve and Hydrant Operator and Crew Chief

**Project Role:** Crew chief.



**Gabriel Chapman**

**Lead Field Technician**

Industry Experience: 5+ years

- MOT Certification
- OSHA 10 Certification
- Certified Valve and Hydrant Operator and Crew Chief

**Project Role:** Crew chief.

- **St. Louis** | assessment program for 20,000 valves | GIS | GIS
- **Henrico County** | comprehensive program to assess 13,000 valves and 5,000 hydrants | GIS
- **Indian River County** | comprehensive program to assess 4,000 valves and 2,000 hydrants | GIS

Gabriel has been in the infrastructure condition assessment and maintenance industry for over five years. He serves as a lead utilities field technician for valve and hydrant maintenance and UDF projects in California and Texas. Gabriel’s project experience includes:

- **City of Houston, Tx** | comprehensive program to assess and remediate 80,000+ valves | GIS
- **City of Garland, Tx** | condition assessment of 22,000+ valves & 8,000 hydrants | GIS
- **City of Galveston, Tx** | comprehensive program to assess 8,000 valves in a 2 year period | GIS
- **Golden State Water, CA** | condition assessment of 10,000 valves & 10,000 hydrants annually | GIS
- **City of Pasadena, CA** | condition assessment of 6,000 valves | Valve and hydrant installation and replacement | Line stopping and hot taps | GIS

## **Solicitation 22-06**

### **Fire Hydrant Auditing, Inspecting and Testing Services**

**Bid Designation: Public**



**Town of Addison**

# Bid 22-06 Fire Hydrant Auditing, Inspecting and Testing Services

Bid Number **22-06**  
 Bid Title **Fire Hydrant Auditing, Inspecting and Testing Services**

Bid Start Date **Nov 17, 2021 3:27:01 PM CST**  
 Bid End Date **Jan 6, 2022 2:00:00 PM CST**  
 Question & Answer End Date **Dec 30, 2021 5:00:00 PM CST**

Bid Contact **Wil Newcomer**  
**Purchasing Manager**

Bid Contact **Diana Munoz**  
**Purchasing Specialist**

Contract Duration **1 year**  
 Contract Renewal **4 annual renewals**  
 Prices Good for **90 days**

Bid Comments **\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.**

### Item Response Form

Item **22-06--01-01 - Inspect, Test & Report Hydrant**

Quantity **1087 each**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

**Qty** 1087

**Description**  
\*Per TOA Spec



BIDDING DOCUMENTS  
FOR  
FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES  
ANNUAL CONTRACT

TOWN OF ADDISON, TEXAS  
BID NUMBER 22-06

**I. Advertisement**  
**Town of Addison**  
**FIRE HYDRANT AUDITING, INSPECTING AND TESTING**  
**SERVICES**  
**RFP NO. 22-06**

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide ***Fire Hydrant Auditing, Inspecting and Testing Services – Annual Contract*** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., **January 6, 2022**, at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on [www.bidsync.com](http://www.bidsync.com). The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

**This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.**

Contractors should identify their proposal on the outside of a sealed envelope by writing the words **“22-06 FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES.”**

**PAPER PROPOSALS SHALL BE REQUIRED.**

One original paper copy, signed by an authorized officer/agent to contract business for the vendor, and one electronic copy (USB preferred) should be included with the vendor's submittal. All submittals are to be delivered to the Town of Addison Finance Building, address above.

Related documents may be downloaded from [www.bidsync.com](http://www.bidsync.com). The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only [www.bidsync.com](http://www.bidsync.com) will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

For information on the proposal or work to be performed, please submit all questions on [www.bidsync.com](http://www.bidsync.com). All questions must be received by 5:00pm on December 30, 2021. The Town will answer all questions as soon as possible.

## **II. Introduction**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSAL**

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors or firms for auditing, inspection, and testing public fire hydrants located within Addison, Texas.

### **B. SCOPE OF WORK / GENERAL CONDITIONS**

Town of Addison, Texas requires annual fire hydrant inspection and testing services for each hydrant located within town limits. The contract period will be effective for twelve months from the date of award. The contract shall contain and option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

There are 1087 hydrants owned by Town of Addison, Texas to date. In the first year of the Agreement, the Contractor will need to do an extensive inventory which will locate each hydrant and map it to be included in the Town's designated electronic format. It is the Town of Addison, Texas's intent to have all the fire hydrants located, inspected and tested with all data entered into the CityWorks asset management system within 12 months.

1. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
2. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
3. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the inspection and testing procedure and documentation program that prevents the fire protection system from receiving the fully functional operational requirement.
4. Contractor shall perform all fire hydrant inspection and testing services according to the procedures and requirements listed in the most recent version of the American Water Works Association (AWWA) M-17. These specifications establish minimum acceptable testing requirements.

5. Contractor shall locate each fire hydrant in the field using GPS. The Contractor shall collect Latitude and Longitude in decimal format (including 5 decimals) for each fire hydrant with a handheld GPS unit.

6. Contractor shall coordinate and schedule the service with the Town of Addison Public Works and Fire Departments before beginning testing.

7. Contractor shall locate every tested hydrant.

8. Audits:

Contractor shall physically inspect and collect data on each fire hydrant and document in a designated electronic format to be approved by the Town. The data should include at a minimum:

- A. Descriptive location
- B. Hydrant number in accordance with water department labeling
- C. Audit number
- D. Date of audit
- E. Make of hydrant
- F. Model of hydrant
- G. Date manufactured
- H. Main valve size
- I. Size and thread of configuration pumper nozzle
- J. Size and thread of hose nozzles
- K. Operating nut size and shape
- L. Opening direction of hydrant
- M. Location
- N. Distance from hydrant and opening direction of shut off valve
- O. Indicate if valve not found or is buried
- P. GPS coordinates for latitude and longitude in decimal format (include 5 decimals), accurate to the nearest foot
- Q. Number of operating nut full turns from fully open to fully closed

9. Inspections: Contractor shall perform the inspections as follows:

- A. Notify the Water Division of the area(s) you will be in before beginning a day prior.
- B. Visually inspect the area around the hydrant.
  - i. Clear any vegetation within 3 feet of the fire hydrant (you must coordinate with Town of Addison staff prior to clearing vegetation)
- C. Visually check the hydrant for any defects.
  - i. Remove all caps and check the threads. Remove the first cap slowly to ensure there is no pressure on the hydrant – clean



- threads with a wire brush. Lubricate the threads with an approved food-grade grease.
- ii. Check for water in the barrel.
  - iii. Replace caps.
  - iv. If the hydrant is equipped with safety chains, ensure the chains are loose and do not bind on the cap.
  - v. Check the breakaway flange for damage or loose bolts.
  - vi. Check the lubrication of operating-nut threads. Lubricate per the manufacturer's recommendations.
- D. Remove cap from nozzle. Attached fire hose or other deflectors to protect the street, traffic and private property from water expelled at high velocity.
- E. Flush hydrant of any debris.
- F. Open hydrant SLOWLY, approximately 3 to 5 turns (verify operating nut turns freely). Allow time for air to escape from barrel. Then SLOWLY open the hydrant to the fully open position to check operation.
- i. Verify the bonnet area's seals and gaskets are not leaking
  - ii. While taking the static test, verify hydrant drain valve is fully closed/sealed by observing the ground around the hydrant is dry, water is not bubbling up around the hydrant when the hydrant is fully charged, and there is no sound of running/rushing water when the hydrant is fully charged.
  - iii. When hydrant is flowing full, a flow test can be conducted. Some styles of deflectors offer an opening explicitly designed to allow a Pitot Tube measurement to be taken.
  - iv. Record Flow in GPM, static in psi, and residual in psi.
  - v. Flow may then be reduced if desired.
  - vi. Check for leakage at flanges, operating nut, nozzles, and nozzle caps.
  - vii. Allow the water to flow for a minimum of 3 to 5 minutes to flush the hydrant and water lines.
- G. When testing is complete, continue flushing until water is clean and clear.
- i. If needed, the flow may be reduced by closing the hydrant VERY SLOWLY.
- H. Once the water is clear, close the hydrant VERY SLOWLY.
- i. Be aware that some hydrants may not seem to slow down when you turn them, which indicates the hydrant may slam (it will have some slop in the stem and may make a thumping sound when closing). This causes water-hammer and could cause significant damage to the water distribution system. This is why hydrants must be closed VERY SLOWLY.

- I. Wait to make sure the hydrant stops dripping. It should not be necessary to close the hydrant with great force.
  - i. If the hydrant does not shut off completely, debris may be stuck between the disc and seat. Over tightening of the hydrant can do permanent damage to the disc. Open the hydrant to flush the debris, then close the hydrant again. If the hydrant will not shut off completely, notify the Water Division.
- J. Once the hydrant is closed, back off on the operating nut about 1/4 turn.
  - i. This removes the pressure from the operating nut and stem. The main valve will remain closed.
- K. Pump out the hydrant to remove water from the barrel.
- L. Remove any fittings or hoses and replace the caps.
  - i. Apply appropriate lubricant on nozzle threads and replace caps.
  - ii. Tighten the cap and then back off slightly. Caps should be tight enough to prevent removal by hand but loose enough to be removed with ease using a spanner wrench.
- M. Repair any damages from running water.
- N. Report any problems with the hydrant to the Water Division.
- O. Notify the Water Division when you are done for the day.

### III. INSTRUCTION TO BIDDERS

#### 1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses may be submitted in hard copy to the Finance Department address above.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

#### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the [www.bidsync.com](http://www.bidsync.com) system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

#### 3.0 TAXES

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

#### 4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the services you are proposing meets the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

## 5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
  - b. Bidders are instructed to include all necessary charges related to this solicitation.

## 6.0 AWARD OF CONTRACT

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Price – lowest price receives maximum 50 points – The bid will be evaluated, and value paid to the contractor based on the cumulative costs of the total bid items. It is the intent of the Town to be billed monthly for services rendered and approved per hydrant tested and inspected. Any services provided outside of the scope must first be preapproved by Town staff.
  - Experience and Past Performance will receive a maximum of 20 points. Include three (3) references for the contractors, vendors, or firms– Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number of hydrants inspected and tested within a year. Show experience with similar project.
  - Resources/Capacity – provide the number of individuals that will be dedicated to this contract and commitment to test, inspect and report a total of 1087 hydrants in a calendar year – maximum 20 points.
  - Conformance to Solicitation will receive a maximum of 10 points. This includes format, ease of review by Town, and organization and overall appearance of submittal.
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.

6.3 The anticipated start date is within 10 days of award.

## **7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED**

7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

## **8.0 RESOLUTION OF DISPUTES**

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.

## **9.0 NON-DISCRIMINATION POLICY**

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

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.

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

## **10.0 GENERAL CONDITIONS**

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.
- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor shall designate a full-time superintendent or foreman who shall be on the job site at all times during inspection. The Town's representative will communicate only with the superintendent or foreman. The contractor may replace the designated superintendent or foreman after notification to the Town.
- 10.5 The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of testing within the agreed upon time frame.
- 10.6 The Town will be responsible for notification to the public of the agreed upon start date and scope of work at least forty-eight (48) hours prior to start of work.
- 10.7 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.8 The Town may request replacement of designated superintendent or foreman after written notification to contractor. Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
  - New Year's Day
  - Memorial Day
  - July Third and Fourth
  - Labor Day
  - Thanksgiving Day and Day after Thanksgiving
  - Christmas Eve and Day
  - Martin Luther King Day
  - Taste of Addison

- Addison Kaboom Town
- Addison Oktoberfest

10.9 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense. All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001 or [accountspayable@addisontx.gov](mailto:accountspayable@addisontx.gov). The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial contract.

10.10 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

10.11 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies

or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

- 10.12 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.13 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 10.14 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.15 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.16 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.17 Interlocal Agreement: It is desirable for the successful bidder to agree 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 and 271 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 the bid price, to any other participant.



- 10.18 **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.
- 10.19 **Prior or pending litigation or lawsuits:** Each supplier 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.

## **11.0 TERMINATION OF AGREEMENT**

- 11.1 **BY TOWN:** Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at its sole option, shall have the right to terminate the contract without further cause.
- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
  - b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
    1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
    2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.

3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

#### 11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

## **IV. General Construction Specifications Town of Addison**

### **A. Traffic Control**

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.
- h. No streets shall be closed to traffic without written approval from the Town.

- i. All construction signing shall be reflective and “like new” in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. “Construction Ahead” and “End of Construction” signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

#### **B. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps**

Any repairs needed to the surrounding area caused by hydrant testing shall be in accordance with Town Standard Construction Details that is found on the website below.

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

#### **C. Sediment Control**

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

#### **D. Equipment Left on Jobsite**

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

#### **E. Joint and Crack Sealants**

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

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

## F. General Construction Notes

- a. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
- b. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
- c. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
- d. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
- e. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
- f. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
- g. Topsoil will be used to level up excavated areas to receive sod.
- h. The contractor shall remove all trees, stumps, brush, and other debris or deleterious material generated as part of this work that is within 3' of the hydrant. Proper disposal of these items is the sole responsibility of the contractor. Prior to removal, contractor shall notify the Town inspector to verify if removal is needed.
- i. Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.
- j. The areas adjacent to hydrant testing shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the hydrant testing.

- k. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Inspector and set up a time to run the system to verify repairs are satisfactory.

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

- l. The contractor will make every effort to match existing sod on all repairs.
- m. Contractor's vehicles shall contain company name and information displayed properly on the side.
- n. Labors shall have a uniform identifying who they are working for.

## V. Proposal Form

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

- **Price:** Evaluation will award up to 50 points based on pricing with low bid receiving all 50 points.
  - **Experience and Previous Performance:** Evaluation will award up to 20 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference. Show experience with similar projects.
  - **Resources/Capacity:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 20 points based on the number of individuals dedicated to this contract and the commitment to test, inspect and report a total of 1087 hydrants in a calendar year, ability to link portable internet devices to the Town's app and update data.
  - **Conformance to Solicitation:** This includes format and ease of review by the Town, organization of the submittal, and overall appearance.
- Price - 50%
  - Experience and Past Previous Performance - 20%
  - Resources/Capacity - 20%
  - Conformance to solicitation – 10%

**PROPOSAL FORM**

TO: The Honorable Mayor and  
Town Council Town of  
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Printed  
Name:

*Randall Wilson*

Randall Wilson

Title:

CFO

Business

Name:

Hydromax USA

Date:

1/4/2022



Sig

**ACKNOWLEDGMENT OF ADDENDA:**

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_



**PROPOSAL FORM  
REFERENCES**

## Reference #1

Entity Name: City of Houston, TxType of Work performed: Valve Assessment & MaintenanceAddress: 611 Walker St, Houston, Tx 77002Point of Contact: Andrew MollyTitle: Senior Assistant DirectorPhone Number: 832-395-3785Email: Andrew.Molly@Houstontx.gov

## Reference #2

Entity Name: City of Garland, TxType of Work performed: Valve & Hydrant AssessmentAddress: 2343 Forest Ln, Garland, Tx 75042Point of Contact: Robert AshcraftTitle: Field Operations DirectorPhone Number: 972-205-3209Email: RAshcraf@garlandtx.gov

## Reference #3

Entity Name: City of Tulsa, OKType of Work performed: Hydrant Assessment & MaintenanceAddress: 2317 S Jackson, Tulsa, OK 74107Point of Contact: Monty RagsdaleTitle: Utility System Operations ManagerPhone Number: 918-596-9394Email: MRagsdale@cityoftulsa.org

**PROPOSAL FORM  
RESOURCE/CAPACITY**

Superintendent/Foreman Assigned to project on daily basis

Name: Miles Sommers

List number of Individuals to be fully assigned to hydrant testing

2

Number of hydrants to be completed in a weeks' time

125 - 150

How will your company complete inspection and testing of 1087 hydrants in one calendar year including reporting and repairing any damage?

Our crews typically maintain 25 to 30 hydrants a day per crew. At this rate it will take

36 to 46 man days to complete this contract. Allowing for repairs this may take up to 60

days to complete. This will enable us to complete 1,087 hydrants in well under 1 year.

---

---

---

---

---

---

---

---

**PROPOSAL FORM  
BID FORM**

Description	Unit	Quantity	Bid Price Each	Total
Inspect, Test & Report Hydrant	EA	1087	42.00	45,654.00

## 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.

31. NO INDUSTRY DISCRIMINATION. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.



### **Interested Parties**

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

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

### **Filing Process**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

**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 (Public) General 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# Solicitation 22-06

Company: Hydromax USA

Printed Name: Randall Wilson

Signature: *Randall Wilson* Date: 1/4/2022



## Town of Addison

### Indemnification Agreement

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

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

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

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

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

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

Project/Bid#: Solicitation 22-06

Company Name: Hydromax USA

Signature: *Bradell Wilton*

Date: 1/4/2022



---

Information and Instruction Form

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

Section I Company Profile

Name of Business: Hydromax USA

Business Address: 14301 First National Bank Pkwy, suite 207, Omaha, NE 68154

Contact Name: Shane Majetich

Phone#: 813-305-6610

Fax#:

Email: shane.majetich@hydromaxusa.com

Name(s) Title of Authorized Company Officers:  
Randall Wilson

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 90 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 N/A and expire date N/A.

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

Bid Bond: Is Bid Bond attached if applicable?  Yes  No N/A

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: 1/4/2022



Title: CFO

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

10/17/17

## Question and Answers for Bid #22-06 - Fire Hydrant Auditing, Inspecting and Testing Services

### Overall Bid Questions

#### Question 1

Is it possible to complete the work on Saturdays? (Submitted: Nov 29, 2021 8:09:26 AM CST)

#### Answer

- The contractor may work regular business hours, Monday through Friday but no weekends. (Answered: Dec 7, 2021 11:43:49 AM CST)

#### Question 2

Section 8-H: Will the pipe main size be indicated on the map provided? (Submitted: Dec 12, 2021 9:48:06 PM CST)

#### Answer

- All feeds to fire hydrants are 6 inch. The main size is not necessary for inspections. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 3

Section-F-iv: When performing a flow test on a hydrant, a static and flow psi can be obtained, but where or how can we get the residual psi requested? (Submitted: Dec 12, 2021 9:50:51 PM CST)

#### Answer

- The residual PSI would be also referred to as dynamic PSI. The Flow will be measured in GPM. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 4

Section K: Are we to pump the water out of the hydrant only if it does not drain? (Submitted: Dec 12, 2021 9:52:41 PM CST)

#### Answer

- Correct it will only be necessary if the hydrant does not drain. (Answered: Dec 13, 2021 3:10:39 PM CST)

#### Question 5

Of the 1087 fire hydrants to be audited, are any of them private fire hydrants or all they all City owned? (Submitted: Dec 29, 2021 11:05:09 AM CST)

#### Answer

- All hydrants are owned by the Town of Addison. (Answered: Dec 29, 2021 12:19:47 PM CST)

**Question Deadline: Dec 30, 2021 5:00:00 PM CST**





## Council Meeting

8.

Meeting Date: 04/12/2022

Department: Development Services

---

### AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Rezoning a 3.2-Acre Property Located at the Southeast Corner of Addison Road and Airport Parkway, from Commercial-2 (C-2) to Planned Development (PD) District with modified Urban Center (UC) District standards, to allow a Multifamily Development Comprised of a Maximum of 287 Dwelling Units and Live/Work Units, and Approximately 5,000 Square Feet of Future Retail Space, and to Approve Related Development Plans.** Case 1843-Z/JPI Addison Heights.

### BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on March 15, 2022, voted to recommend approval of an Ordinance changing the zoning for a 3.2-acre property located at the southeast corner of Addison Road and Airport Parkway, from the Commercial-2 (C-2) District to the Planned Development (PD) District with modified Urban Center (UC) District standards to allow the construction of a multifamily development comprised of a maximum of 287 dwelling units and live/work units, and approximately 5,000 square feet of future retail space, and to approve related development plans, subject to the following waivers to the UC District standards:

- Landscape area and landscape buffer requirements of the Town's landscape ordinance:
  - 16.4 percent landscape area (inclusive of a shared use trail) in lieu of 20 percent landscape area.
  - Landscape buffers as defined in the Trail Master Plan in lieu of a uniform 20 foot buffer as defined in the Town's landscape ordinance.
- Planting of ornamental trees in lieu of shade trees at the streetscape where overhead electric utilities are present.
- 50 feet spacing for shade trees in lieu of 30 foot spacing.
- Elimination of the 10 foot building setback at Addison Road and Airport Parkway to reflect what is depicted in the development plans.
- Elimination of the one-half foot building step back for every foot over 50 feet for all portions of the building over 50 feet, with step backs to be provided as depicted in the development plans.
- Satisfaction of dedicated public open space requirements to occur through the provision of publicly accessible private open space and sidewalks, and

public trails consistent with the Town's Trail Master Plan.

- Reduction in masonry construction standards from 90 percent of all walls to 40 percent of the total exterior cladding and as depicted in the development plans.
- Minimum area per one bedroom dwelling unit reduced from 700 to 650 square feet where a private balcony is provided.
- Reduction in the minimum driveway setback at the southern property boundary to reflect what is depicted in the development plan.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers

Voting Nay: none

Absent: none

#### SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Please refer to the Staff Report for additional details. As part of the Planning & Zoning Commission's discussion, the Commission Chair inquired about the accuracy of the facade material calculations for the east and west facades. Updated calculations for facade material quantities are provided in both the staff report and plans. With these updated calculations, the combined quantity of masonry and glazing increased by 14 percent for the west facade and 6 percent for the south facade, and decreased by 6 percent for the north facade and 1 percent for the east facade.

#### **RECOMMENDATION:**

Administration recommends approval.

---

#### **Attachments**

1843-Z Presentation

1843-Z Ordinance

1843-Z Staff Report

1843-Z JPI Letter of Intent

1843-Z Plans

1843-Z Property Owner Notice Responses

---

# **JPI Addison Heights PD Rezoning (1843-Z)**

A blue circle containing the word "ADDISON" in white, bold, uppercase letters. The circle is set against a blue background that is part of a larger graphic on the right side of the slide, which includes a white diagonal line and a grey triangle in the top-left corner.

**ADDISON**

# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## LOCATION:

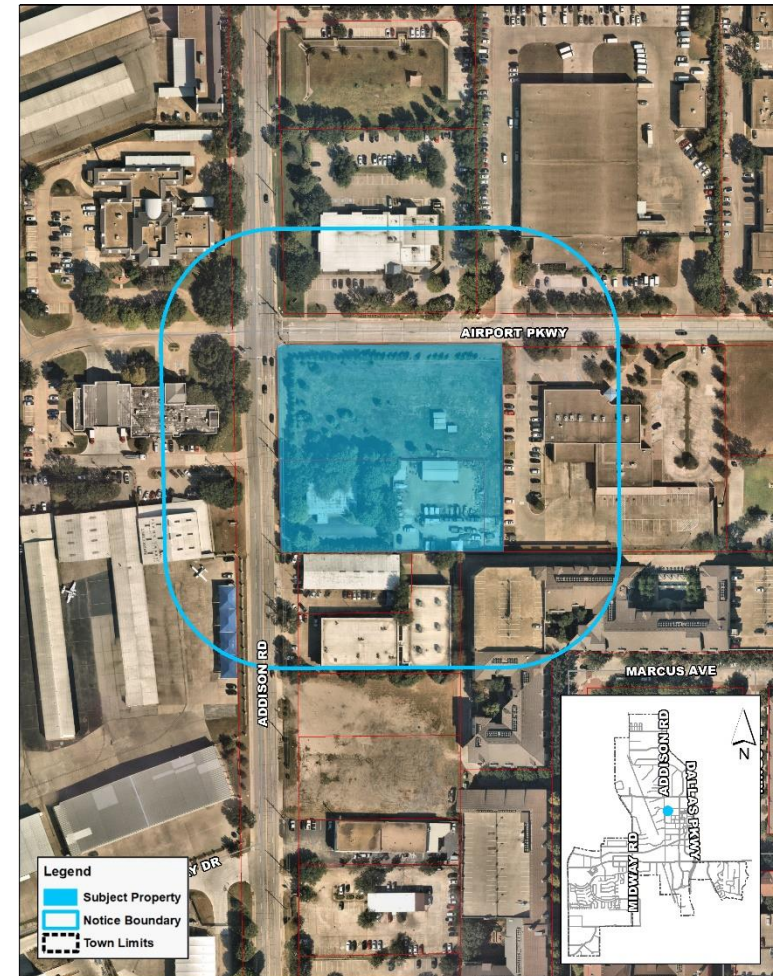
3.2 acres located at the southeast corner of Addison Road and Airport Parkway.

## REQUEST:

Approval to rezone the property from Commercial-2 (C-2) to a Planned Development (PD) District with modified Urban Center (UC) District standards for multifamily residential, live/work, and future retail uses.

## ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed PD rezoning and associated development plans.



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON



## SITE HISTORY:

Long-term home of the Hope family business, HWK Realty

The Hope's store equipment for their property management business on site and also maintain an AG exemption with livestock and tree farming on a portion of the property

1992 – Rezoned to the Commercial-2 (C-2) District from the Planned Development (PD) District

Present – JPI requests to rezone to a new PD zoning district with modified Urban Center standards, on behalf of the Hope family, to facilitate the development of a maximum of 287 dwelling units and live/work units, and approximately 5,000 square feet of future retail space



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON



## DEVELOPMENT PLAN:

- 5 story building on 2.93 acres (net of ROW dedication)
- 287 multifamily dwelling units inclusive of 7 live/work units
- 5,650 SF of “retail ready” space at the ground floor
- 4,260 SF public plaza and 8,960 SF interior courtyard
- 5<sup>th</sup> floor mezzanine for live/work units and co-working space
- Wrapped Parking garage with 409 off-street parking spaces, and access from Addison Rd and Airport Pkwy
- Emergency access and pedestrian connection to Addison Circle
- Trail and sidewalk connections at all frontages

# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## PARKING:

- 409 garage spaces and 7 on-street parking spaces provided
- 352 spaces required for residential only condition, and 371 spaces required for implementation of “retail ready” condition

## OPEN SPACE, LANDSCAPE, AND STREETScape:

- No public open space proposed to be dedicated
- 4,260 SF of publicly accessible, private open space provided
- Implementation of 10’ MTP trail at Addison Road and 6 – 10’ MTP trail at Airport Parkway achieved; connection to Addison Circle
- Ornamental and shade street trees provided at streetscape, with base landscape, pedestrian lighting, street furnishing, and decorative paving





# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON



## FACADE DESIGN:

- 5 story (73' tall) building clad with brick, glazing and fiber cement panel
- Vertical and horizontal façade stepbacks at the Addison Road and Airport Parkway frontages
- Accessible entries and patios at street and open space fronting ground floors
- Projecting and recessed balconies provided throughout the building
- 10 foot deep mezzanine level at 5<sup>th</sup> floor of Addison Road frontage
- Prominent entryway and storefront at Addison Road and Airport Parkway intersection; ~ 15' ground floor height



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## UNIT MIX, INTERIOR CONSTRUCTION, AND SUSTAINABILITY FEATURES:

- Unit Mix:
  - 24 efficiency units
  - 191 1 BR units
  - 65 2 BR units
  - 7 live/work units
- 843 SF average unit size
- National Green Building Standards (NGBS) certified
- Stone countertops, energy efficient appliances, no linoleum or formica surfaces
- Willing to partner with the Addison Arbor foundation on a public art installation



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## COMPLIANCE WITH TOWN LAND USE AND DEVELOPMENT POLICIES

- 2013 Comprehensive Plan
- Addison Circle Special Area Study
- Addison Housing Policy
- Transportation, Park and Trail Master Plans





# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

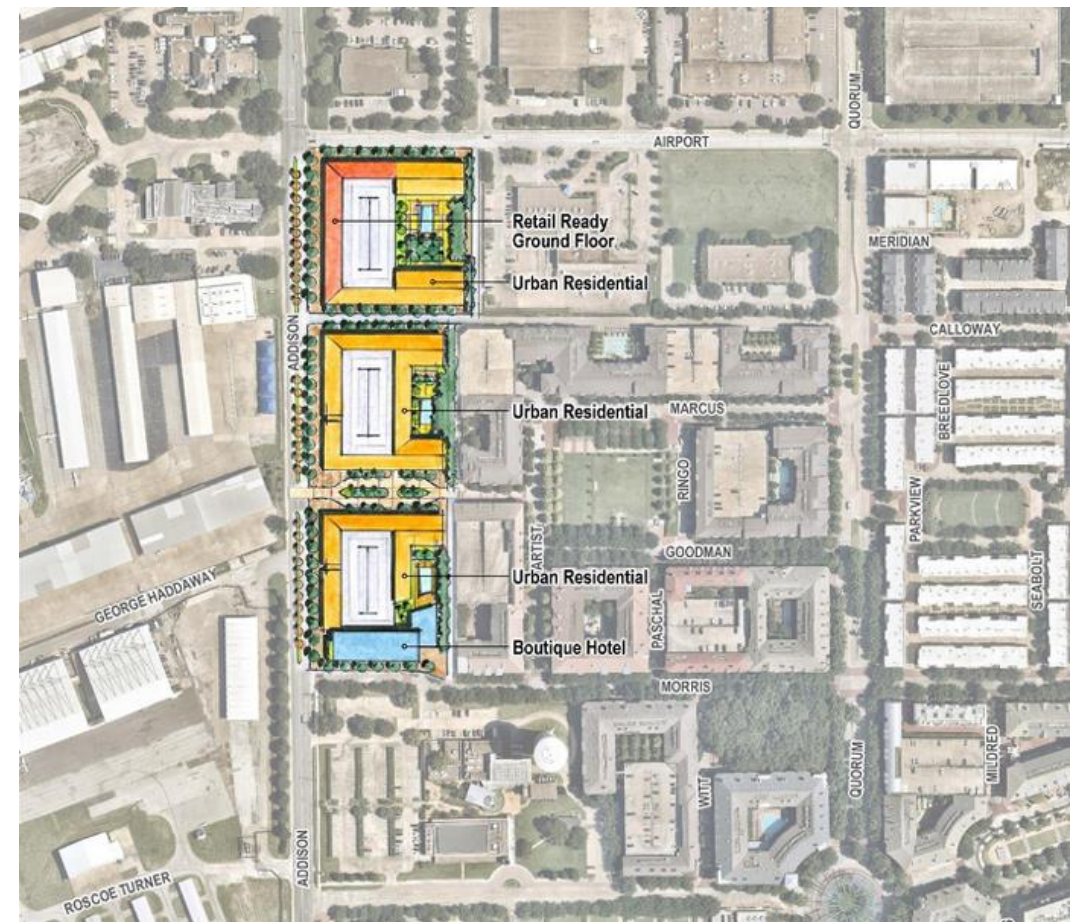
## ADDISON CIRCLE SPECIAL AREA STUDY - 2019

- Residential uses along Addison Road should be of a more urban scale and design.
- The high-quality design and amenities of Addison Circle's existing residences should be included in these new residential developments.
- At the intersection of Addison Road and Airport Parkway, some neighborhood-serving non-residential uses may be appropriate, continuing Addison Circle's mixed-use character.
- The buildings at this intersection should be designed to be flexible so that the ground floor is 'retail ready' – that is, it should be able to accommodate retail uses when those are supported by the market in the area.

## ADDISON CIRCLE WEST

Addison Circle Special Area Study

ADDISON



# Case 1843-Z JPI Addison Heights PD Rezoning

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

## ADDISON HOUSING POLICY - 2017

1. Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a "best fit" mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive.
4. The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.



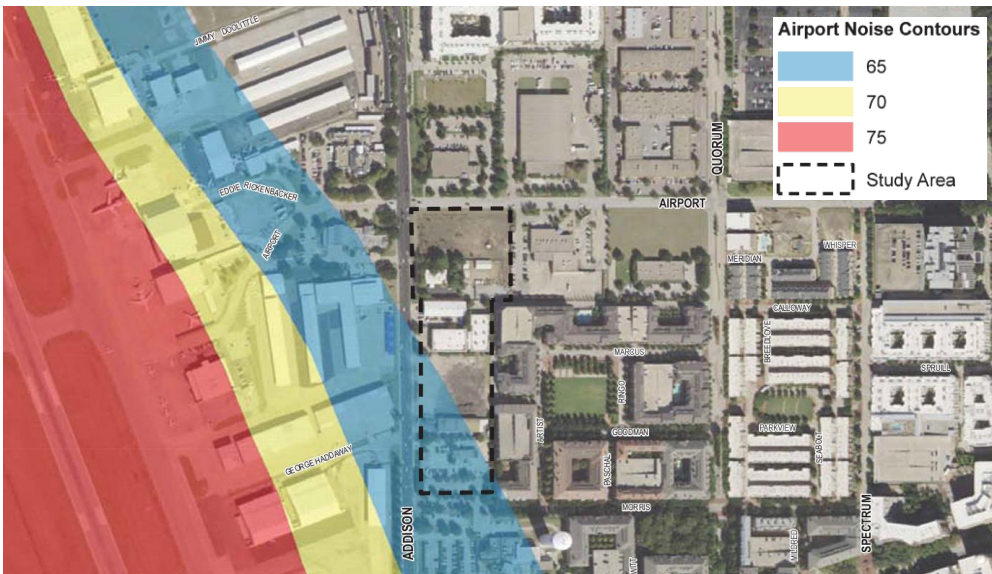
# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON



## MITIGATION OF DEVELOPMENT IMPACTS – RESIDENTIAL COMPATIBILITY

- Site is adjacent to several other multifamily sites, and over 800 feet from single-family housing
- Site is outside the 65 dBA noise contour and any applicable height restriction that would impact this building and Addison Airport

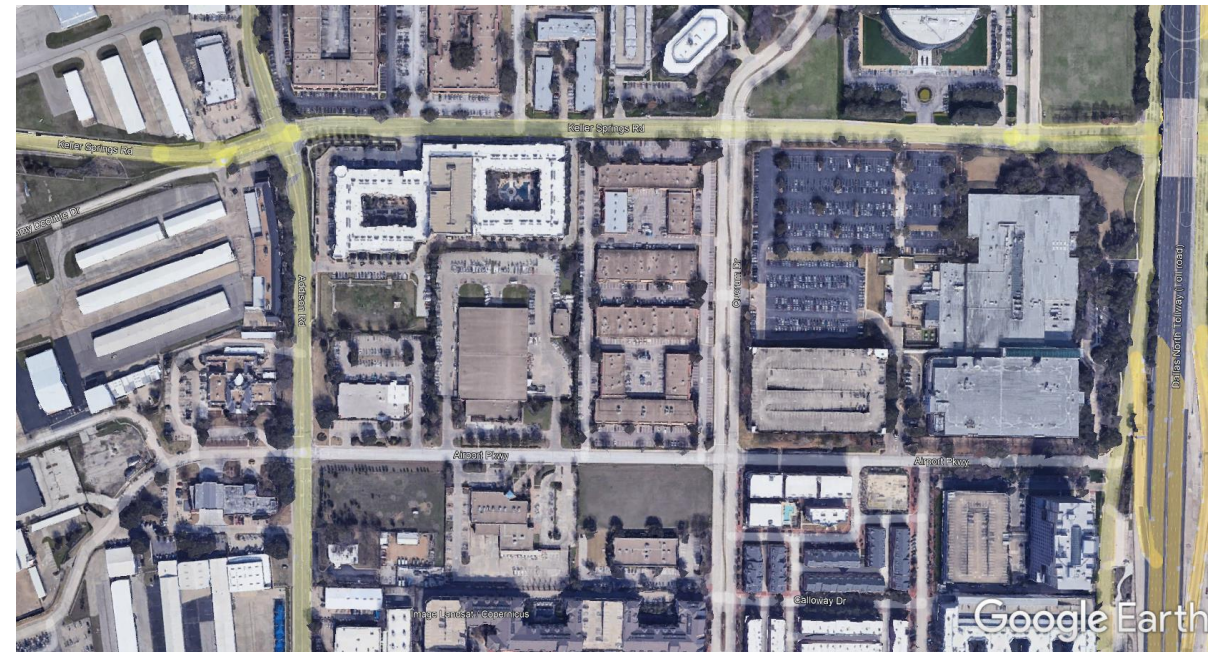


# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## MITIGATION OF DEVELOPMENT IMPACTS – TRAFFIC GENERATION AND CIRCULATION

- A Traffic Impact Analysis (TIA) was required for this proposal
- Site is in a highly connected area with convenient access to DNT and Belt Line
- Site generated traffic and anticipated future growth will not result in a reduction in the level of service at any of the surrounding signalized intersections
- For the project access drive connecting to Addison Road, exiting traffic should be limited to right-turn only onto Addison Road
- Pedestrian connectivity is improved through sidewalk improvements and new access to Addison Circle





## MITIGATION OF DEVELOPMENT IMPACTS – PUBLIC SERVICES AND TREE MITIGATION

- Water and sewer service is available at this site
- Underground detention to be provided with the project
- No anticipated issues with Town service provision, ISD
- Enhanced emergency access to Addison Circle through new connection
- Substantial tree mitigation needs – 172 inches of new plantings + \$152,600 contribution to the tree fund



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – LANDSCAPE AREA AND LANDSCAPE BUFFERS



- UC District references required compliance with the Town’s landscape ordinance, which is the origin for the 20 percent landscape area and 20 foot landscape buffer requirements
- Based on review of recent case with similar zoning (AMLI Addison), as well as other UC district projects, staff does not believe either of these requirements have been strictly adhered to by the Town, due to the urban context of this area (85% lot coverage is permitted)
- Focus has instead been on street tree plantings and pedestrian amenities
- Landscape and buffer areas provided are consistent with character of Addison Circle streetscapes



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – STREET TREES

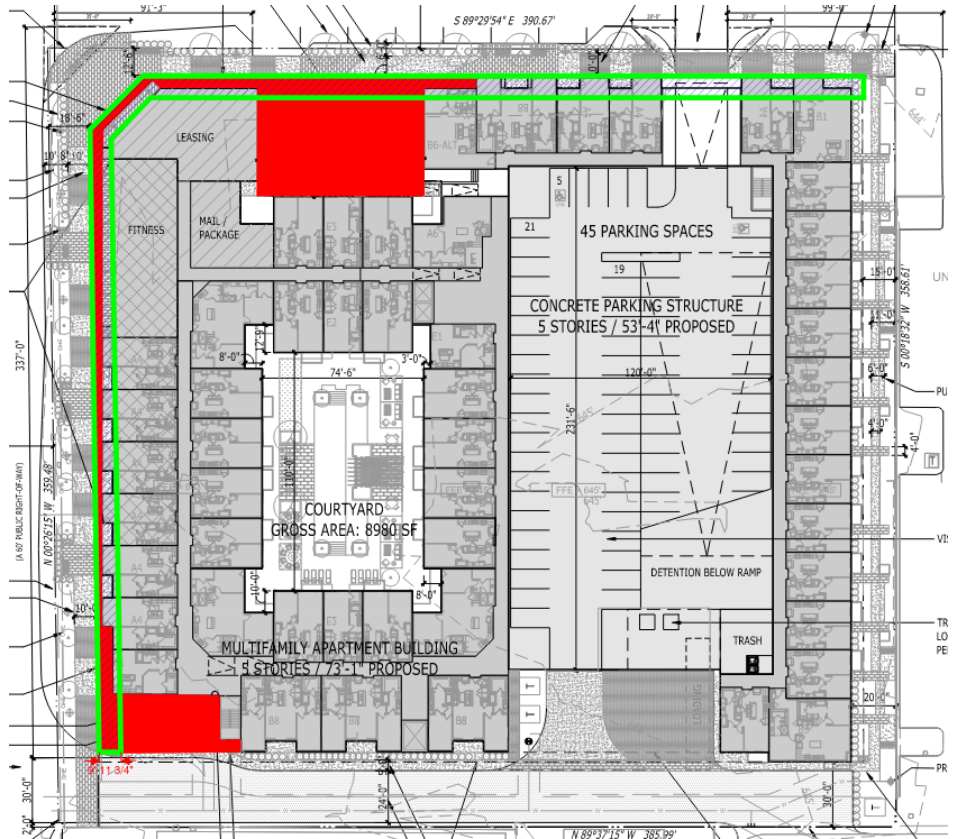
- Street Trees must be shade trees and they must be spaced a maximum of 30 feet on center
- Ornamental trees requested in lieu of shade trees along the Addison Road frontage
  - Due to the presence of overhead electric utilities on Addison Road, ornamental trees should be planted to prevent future tree conflict with the electric utilities
    - proposed 30' spacing for ornamental trees complies with the code
- 50 foot spacing requested for Airport Parkway street shade trees
  - Based on lessons learned from Addison Circle, the Parks department prefers this requested spacing. With tighter spacing, the trees severely inhibit the effectiveness of pedestrian lighting
    - proposed species comply with the code



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – 10 FOOT BUILD-TO-LINE



■ Provided setback at the ground floor      ■ Required build-to-line at the ground floor

- A 10 foot front yard build-to-line is required at Addison Road and Airport Parkway
- Minimum setback required is 2.5 feet at Addison Road and 0 feet at Airport Parkway; Actual provided setback area (~7,500 SF) exceeds area created by complying with the requirement (~6,500 SF)
- 10' trail provided throughout majority of this frontage area exceeds 8' typical Addison Circle sidewalk
- Historical Context

Once the first project was built, the staff and developer agreed that a 5-foot setback is the right amount. Every project in Addison Circle, including the first phase of Allegro, has been constructed with a 5-foot setback. Therefore, staff is comfortable with the 5-foot setback proposed by the applicant, and is also comfortable with allowing the 2-foot projections to protrude into the setback.

# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – OPEN SPACE DEDICATION

- UC District requires Public open space to be dedicated for residential use
- In lieu of dedication, applicant is providing:
  - 4,260 SF of publicly accessible private open space + implementation of trail master plan at Addison Road and Airport Parkway + additional pedestrian area at eastern frontage, and pedestrian connection to Addison Circle to the SE
- The Special Area Study and the Parks master Plan did not envision additional open space at this area
- AMLI Addison received consideration for pedestrian connectivity improvements in lieu of public open space dedication; similar consideration should be applied here



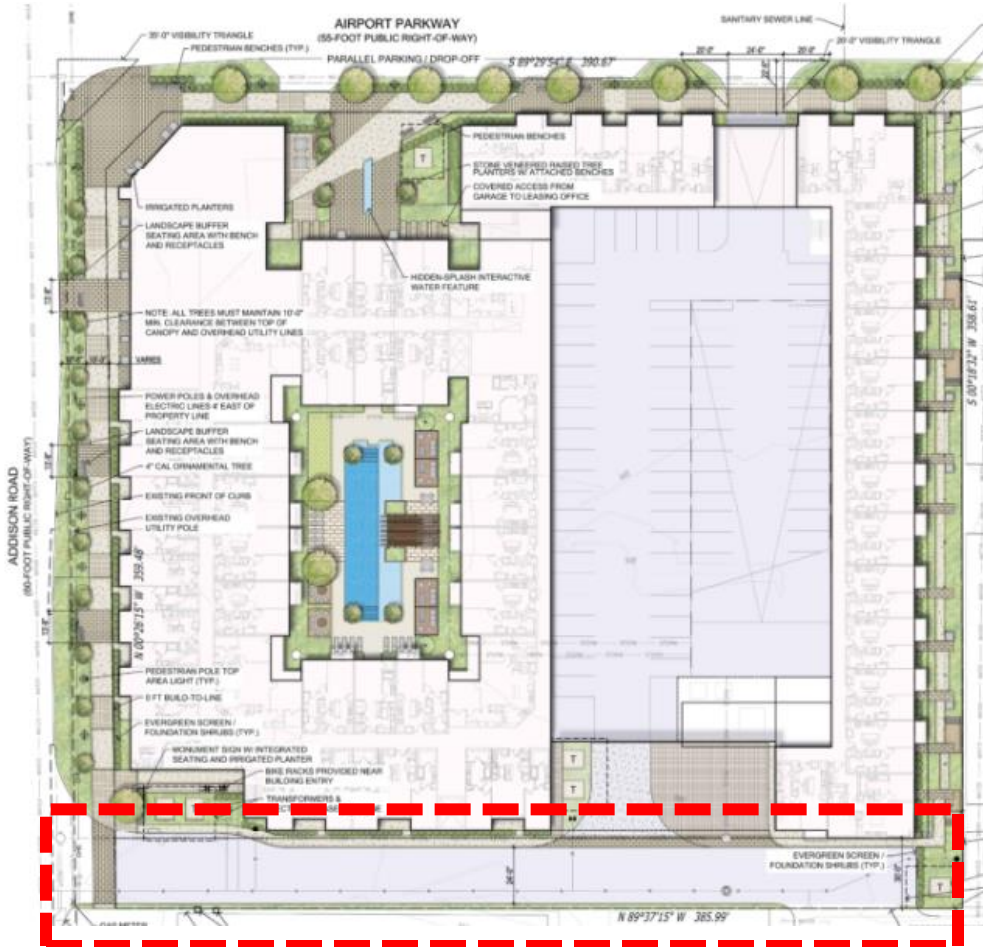


# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – 5 FOOT DRIVEWAY SETBACK

- A 5 foot driveway setback from side yards is required, and a 2 foot setback is provided
- Locating the driveway as close as possible to the southern property boundary provides the following benefits:
  - Maximizing separation from Airport Parkway
  - Maximizing the building setback and open space depth at Airport Parkway
  - Setting this driveway up for future improvement in the event additional redevelopment occurs to the south

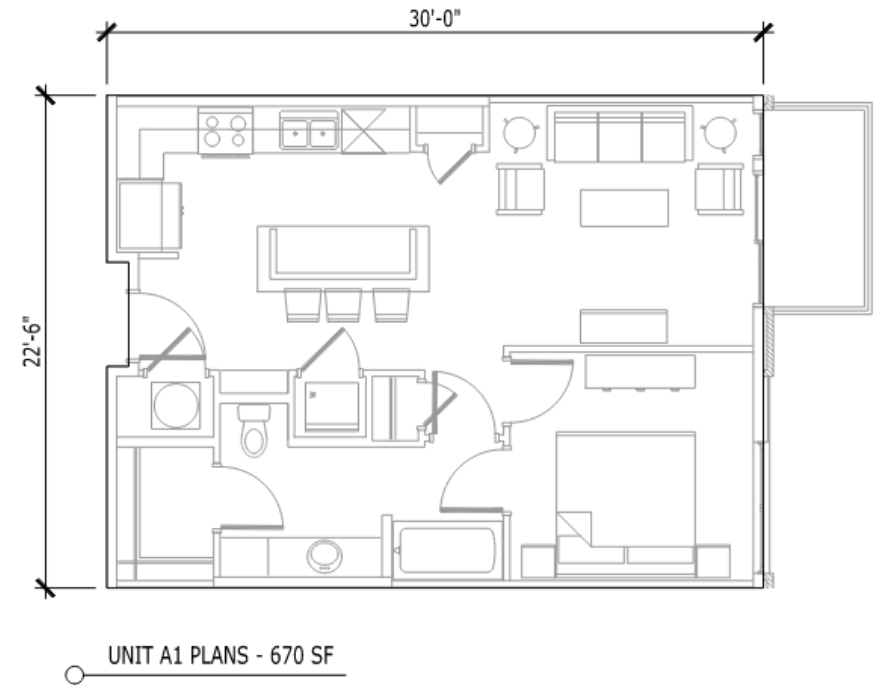


# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – DWELLING UNIT AREA

- UC District requires 1 Bedroom units to be a minimum of 700 SF, 650 SF minimum was requested
- 75 1 Bedroom units are 670 SF NET; a private balcony is provided for each of these units
- Based on market research, all other unit sizer requirements are met
- After Addison Circle, a 600 SF minimum was established for Vitruvian



## DEVELOPMENT WAIVER REQUESTS – BUILDING STEPBACK

- A 1 foot building stepback is required for every two feet over 50 feet for all portions of the building over 50 feet
- This requirement has been widely ignored by the Town
  - Only known examples include Fiore and the mixed use building fronting Beckert Park
  - Partial compliance is achieved here through 10 foot stepback at Addison Road frontage



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – REDUCTION IN MASONRY CONSTRUCTION STANDARDS



**WEST FACADE**

**75% Glazing and Brick**

**25% Fiber Cement Panel**



**EAST FACADE**

**59% Glazing and Brick**

**41% Fiber Cement Panel**



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## DEVELOPMENT WAIVER REQUESTS – REDUCTION IN MASONRY CONSTRUCTION STANDARDS



**NORTH FACADE**

**75% Glazing and Brick**

**25% Fiber Cement Panel**



**SOUTH FACADE**

**58% Glazing and Brick**

**42% Fiber Cement Panel**

## DEVELOPMENT WAIVER REQUESTS – REDUCTION IN MASONRY CONSTRUCTION STANDARDS



- UC district requires 90 percent masonry within the residential subdistrict (80 percent for facades not facing or visible from the street), with less rigorous standards in the commercial subdistrict
- Applicant is requesting masonry construction as depicted in the plans, ranging from a low of 58 percent for the south façade and a high of 75 percent for the north façade
  - Masonry is appropriate applied at the lower floors with fiber cement panel provided at the upper floors to soften the scale of the building
  - Changes in material pattern and color has created visual interest in the facades



# Case 1843-Z JPI Addison Heights PD Rezoning

ADDISON

## PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property and DISD in accordance with Town and State law.

NOTICE RECIPIENTS: 10.

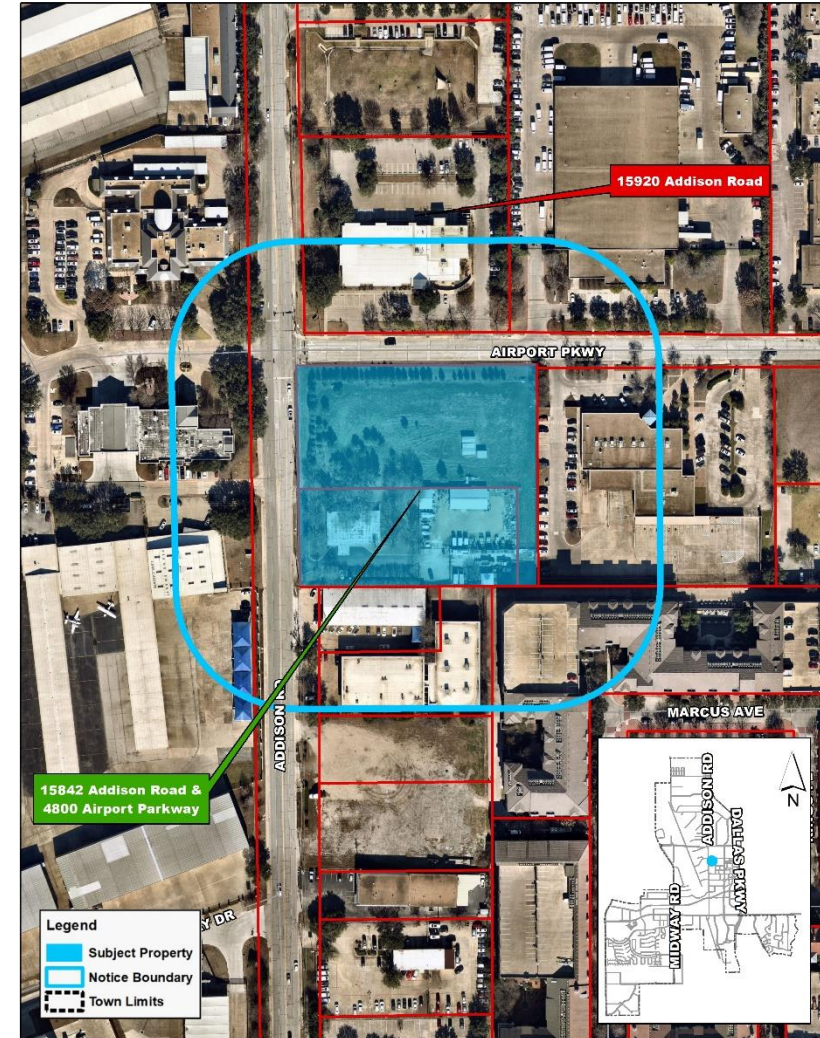
FOR: 1

AGAINST: 1

NEUTRAL: None.

## PLANNING & ZONING COMMISSION ACTION

Approval: 7 – 0, subject to requested dimensional and design standard waivers



## RECOMMENDATION:

Staff recommends **approval of the request.**

The proposed development plans meet the intent of the Town's land use and development policies.

This proposal is consistent with the prevailing character of urban development in Addison and can serve as a strong catalyst for implementation of the Addison Circle West Sub-Area Vision.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING A 3.2 ACRE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ADDISON ROAD AND AIRPORT PARKWAY, FROM COMMERCIAL-2 (C-2) DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT WITH MODIFIED URBAN CENTER (UC) DISTRICT STANDARDS TO ALLOW A MULTIFAMILY DEVELOPMENT COMPRISED OF A MAXIMUM OF 287 DWELLING UNITS AND LIVE/WORK UNITS, AND APPROXIMATELY 5,000 SQUARE FEET OF FUTURE RETAIL SPACE, AND TO APPROVE RELATED DEVELOPMENT PLANS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, at its regular meeting held on March 15, 2022 the Planning & Zoning Commission considered and made recommendations on Case No.1843-Z, being a request to rezone a 3.2 acre property located at the southeast corner of Addison Road and Airport Parkway (the “Property”), from the C-2 District to a PD District with modified UC District Standards, to allow a multifamily development comprised of a maximum of 287 dwelling units and live/work units, and approximately 5,000 square feet of future retail space, and to approve related Development Plans (defined herein below); and

**WHEREAS**, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

**SECTION 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**SECTION 2.** The Zoning Ordinance and official zoning map shall be amended so as to rezone the Property, said Property being described in the legal description on **Exhibit A** attached hereto and incorporated herein, from the C-2 District to the PD District with modified UC District Standards, subject to the following conditions:

- A. Prior to issuance of a building permit, the developer shall provide the Town written notification of easement acquisition for emergency and pedestrian access to the fire lane that is adjacent to the southeastern corner of the Property. This easement shall allow for pedestrian access to adjacent public streets that connect to that fire lane.
- B. The building shall be constructed to include the following interior construction and sustainability features:

1. The project shall be National Green Building Standard (NGBS) certified.
  2. There shall be no linoleum or Formica surfaces in the units.
  3. All units shall be equipped with energy efficient appliances.
  4. All countertops shall be granite, stone, or a superior surface material.
- C. In collaboration with the Addison Arbor Foundation, a public art feature that is visible from the public right-of-way shall be installed within an accessible common area of the Property prior to the issuance of a Certificate of Occupancy. Funding for this feature is the obligation of the developer. The Addison Arbor Foundation may elect to, but is not obligated to participate in funding this feature.
- D. Prior to the issuance of a Certificate of Occupancy, the Property shall be improved in accordance with the Development Plans, which is comprised of a site plan, landscape plan, façade and floor plans (the “Development Plans”), which are attached hereto as **Exhibit B** and made a part hereof for all purposes.

**SECTION 3.** The property shall be used in accordance with the Use Regulations of the Residential Subdistrict of the UC Zoning District, subject to the following modifications:

- A. The total amount of multifamily dwelling units shall not exceed 280 units and the total amount of live/work dwelling units shall not be less than 7 units. The total amount of dwelling units shall not exceed 287 units.
- B. Home office use may occur within designated live/work units on the fourth and fifth floor of the western façade, and as depicted on the Development Plans.
- C. The total amount of “retail ready” area shall not be less than 5,000 square feet and shall be allocated as depicted on the Development Plans.

**SECTION 4.** The Property shall be developed in accordance with the Dimensional and Design Standards of the Residential Subdistrict of the UC Zoning District, subject to the following waivers:

- A. Minimum landscape area shall be reduced from 20 percent to 16.4 percent of the gross area of the Property with designated shared use trails counted towards landscape area, as depicted on the Development Plans.
- B. Minimum landscape buffer width shall be reduced from a 20 foot minimum width, inclusive of shared use trails, to a variable width buffer that complies with the landscape buffer standards defined by the Town’s Trail Master Plan.
- C. Ornamental trees shall be provided in lieu of shade trees to meet the street tree planting requirement for the Addison Road Property frontage.
- D. Shade tree spacing at the Airport Parkway frontage shall be increased from 30 feet to 50 feet maximum spacing.

- E. Minimum building setback at the Addison Road and Airport Parkway Property frontages shall be modified from a 10 foot build-to-line to reflect the setbacks depicted on the Development Plans.
- F. In lieu of providing a one foot building stepback for every two feet over 50 feet for all portions of the building over 50 feet, building stepback requirements shall be met by the building stepbacks depicted in the Development Plans.
- G. Public Open Space Dedication requirements shall be met through the provision of the public shared use trails and sidewalks, and publicly accessible, private open space depicted on the Development Plans.
- H. Minimum driveway setback from side property boundaries shall be reduced from 5 feet to 2 feet at the southern property boundary, and as depicted on the Development Plans.
- I. Minimum area for one bedroom dwelling units shall be reduced from 700 to 650 feet for one bedroom units where a private balcony is provided, and as depicted on the Development Plans.
- J. Exterior cladding of walls fronting or visible from public streets shall be reduced from a minimum of 90 percent brick construction to 75 percent masonry and glazing construction for the north and west facades, and 58% masonry and glazing construction for the south facade, as depicted on the Development Plans.
- K. Exterior cladding of walls not fronting or not visible from public streets shall be reduced from a minimum of 80 percent brick construction, exterior cement plaster, or a combination thereof, to 59 percent masonry and glazing construction for the east facade, as depicted on the Development Plans.

**SECTION 5.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

**SECTION 6.** The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

**SECTION 7.** All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 8.** This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.



**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the 12<sup>TH</sup> day of APRIL 2022.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Whitt Wyatt, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being all of a 3.203 acre tract of land described in Special Warranty Deed to Cross Timbers Holdings, Ltd., recorded in Instrument No. 200503530991, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a pk nail found at the intersection of the south right-of-way line of Airport Parkway (a 55-foot public right-of-way) with the east right-of-way line of Addison Road (a 60-foot public right-of-way);

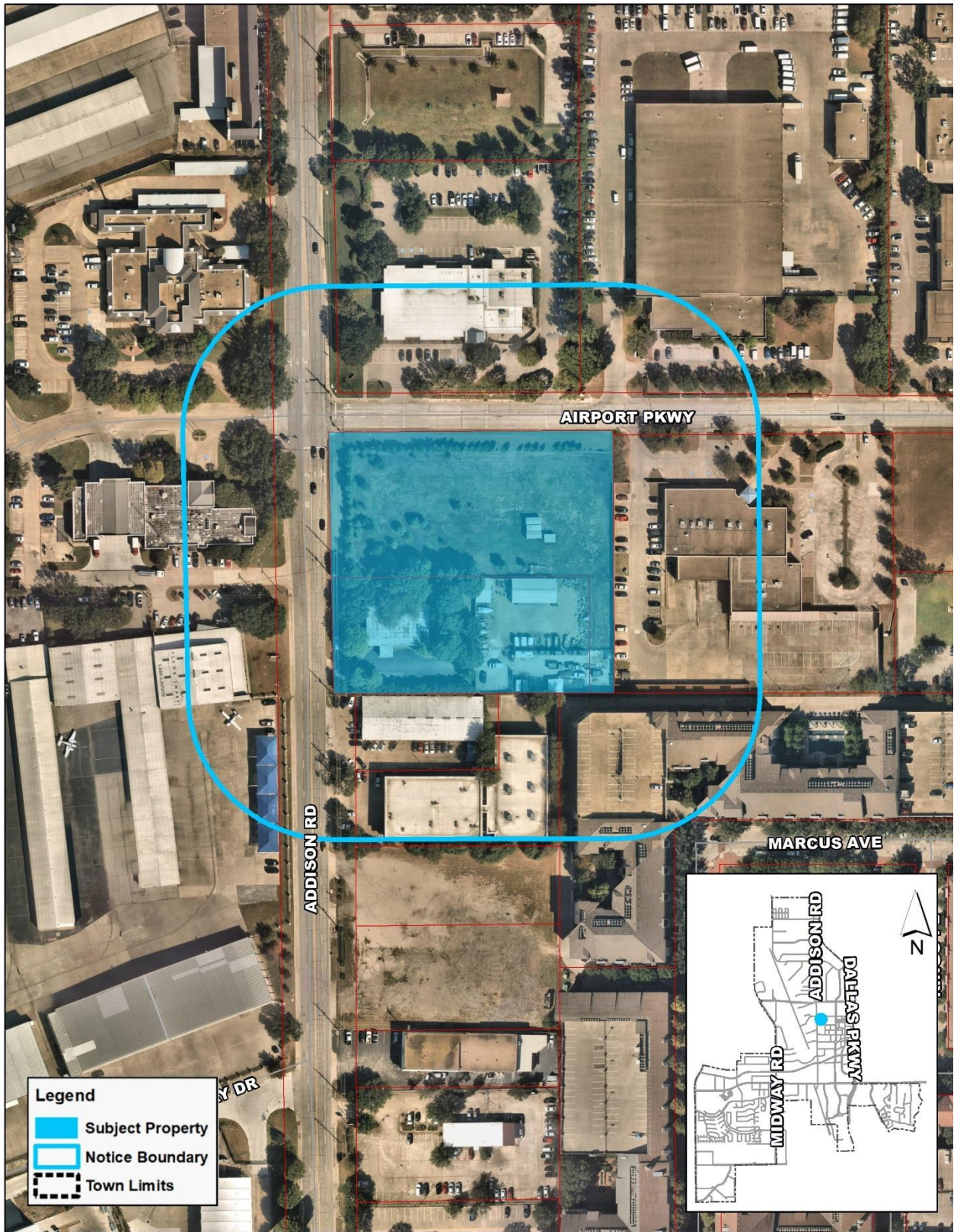
THENCE with said south right-of-way line of Airport Parkway, South 89°53'14" East, a distance of 390.57 feet to a 5/8-inch iron rod found at the northwest corner of Lot 1, Block A, of United States Postal Service Addison Addition, an Addition to the Town of Addison, Texas, according to the plat thereof recorded in Volume 97084, Page 3030, Deed Records, Dallas County, Texas;

THENCE leaving said south right-of-way line of Airport Parkway and with the west line of said Lot 1, Block A, South 0°06'17" East, a distance of 358.63 feet to a 5/8-inch iron rod with plastic cap stamped "4489" found in the north line of Lot 1, Block A of Addison Fairfield Addition, an addition to the Town of Addison, Texas, according to the plat thereof recorded in Instrument No. 20080304095, Official Public Records, Dallas County, Texas and being the southeast corner of said 3.203 acre tract;

THENCE with the north line of said Lot 1, Block A of Addison Fairfield Addition, and north line of Lot 1, Block A of Shepard Addition, an addition to the Town of Addison, Texas according to the plat thereof recorded in Volume 97214, Page 4261, Deed Records, Dallas County, Texas, and the north line of a 0.4976 acre tract described in Special Warranty Deed to HJP Holdings, LLC recorded in Instrument No. 20080120547, Official Public records, Dallas County, Texas, South 89°59'04" West, a distance of 386.11 feet to a 3/8-inch iron rod found for the southwest corner of said 3.203 acre tract and being in said east right-of-way line of Addison Road from which a 1/2-inch iron rod with plastic cap stamped "PIBURN" bears North 86°16" East a distance of 1.6 feet;

THENCE with said east right-of-way line of Addison Road, North 0°48'53" West, a distance of 359.54 feet to the POINT OF BEGINNING and containing 3.2011 acres or 139,438 square feet of land.

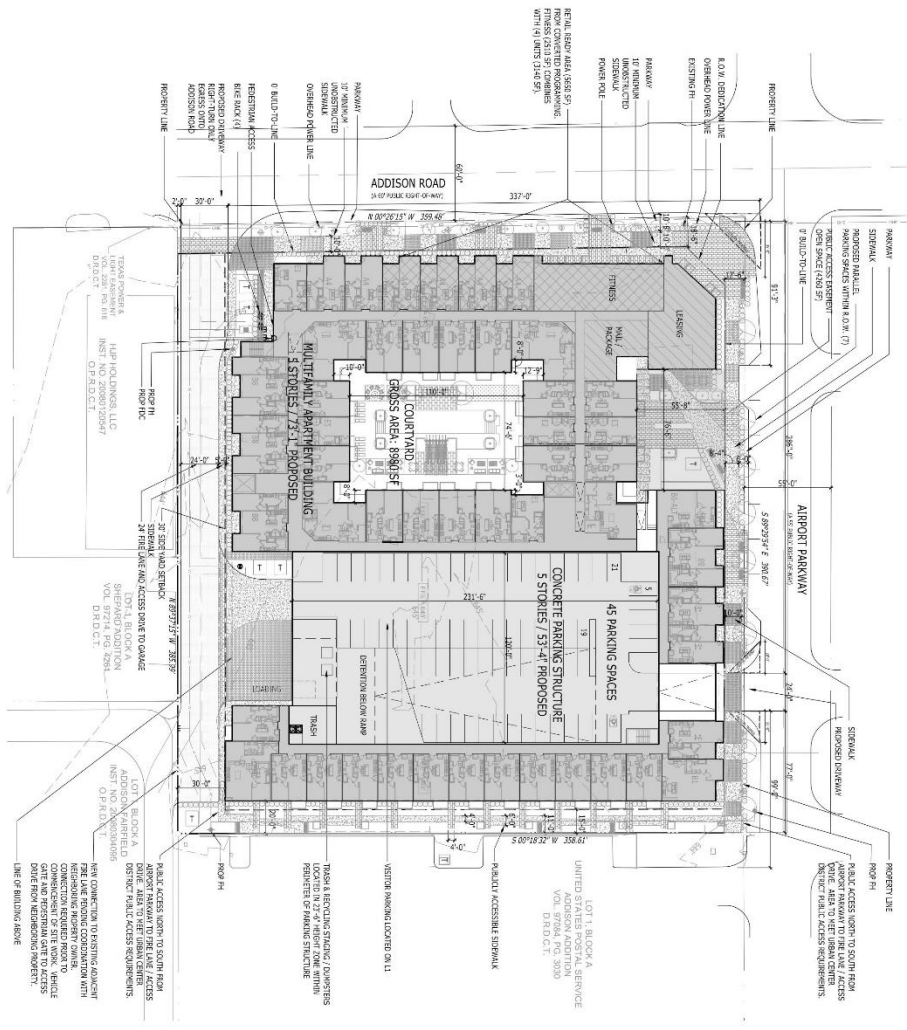
**EXHIBIT A**







# EXHIBIT B DEVELOPMENT PLANS



2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

13455 Wood Road, Two Galena Office Tower, Suite 700  
Dallas, Texas 75240 | 972.770.1300

600 East Las Colinas Blvd., Suite 1800  
Irving, Texas 75039 | 972.556.1700

**PERMITS AND REGULATIONS**

PERMIT TYPE	ISSUING AGENCY	STATUS	DATE
Final Plat	City of Addison	APPROVED	03/10/2022
Final Plat	City of Addison	PENDING	03/10/2022
Final Plat	City of Addison	PENDING	03/10/2022

**PERMITS AND REGULATIONS**

PERMIT TYPE	ISSUING AGENCY	STATUS	DATE
Final Plat	City of Addison	APPROVED	03/10/2022
Final Plat	City of Addison	PENDING	03/10/2022
Final Plat	City of Addison	PENDING	03/10/2022

**GENERAL SITE DATA**

PROPERTY ADDRESS	APPLICANT	PROJECT NAME
13455 Wood Road, Suite 700	Kimley+Horn	Multi-Family Apartment Building

**GENERAL SITE DATA**

PROPERTY ADDRESS	APPLICANT	PROJECT NAME
13455 Wood Road, Suite 700	Kimley+Horn	Multi-Family Apartment Building

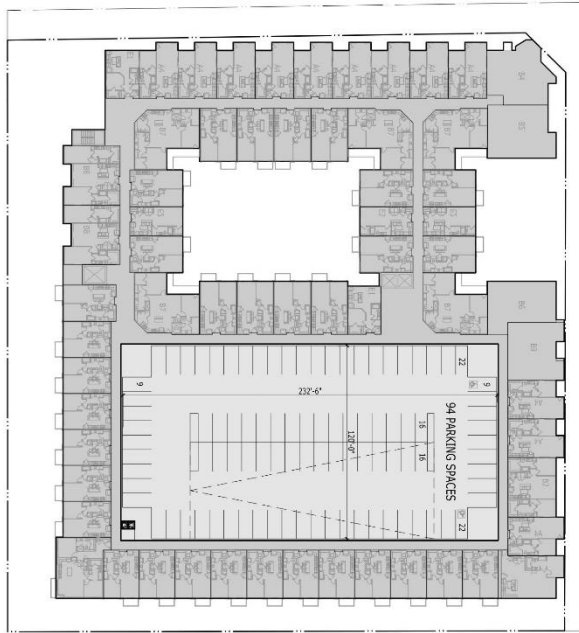
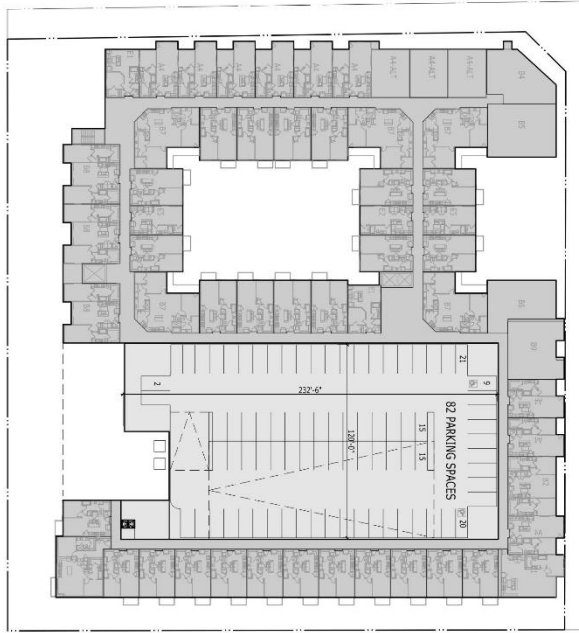


CASE # 1843-Z  
John F. Ricks, III

Addison, Texas

99 Addison Heights Voluntarily // March 10, 2022

# EXHIBIT B



PLANNING

2100 Fannin Street, Suite 300  
 Dallas, Texas 75201 | 214.301.1500



13405 Mead Road, Two Gateway Cities Tower, Suite 700  
 Dallas, Texas 75240 | 972.770.1300



600 East-Lee Collins Blvd., Suite 1000  
 Irving, Texas 75039 | 972.566.1700

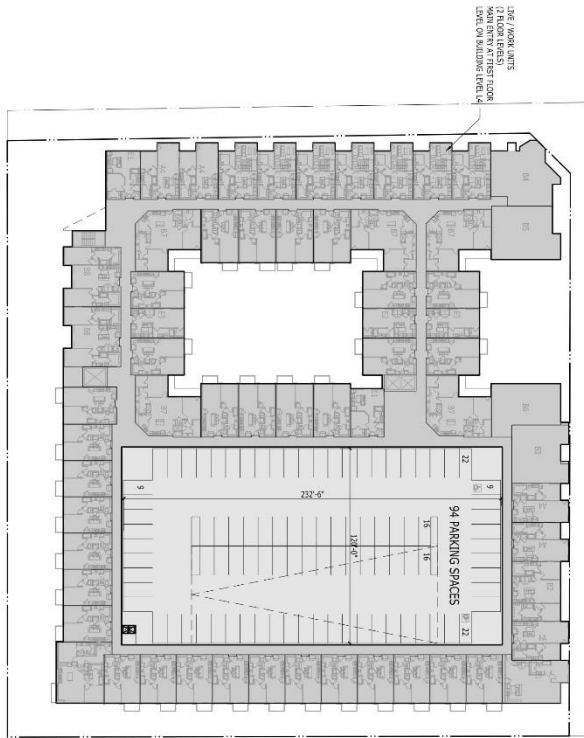
CASE #: 1843-Z  
 Job #: 18168-00

Addison, Texas

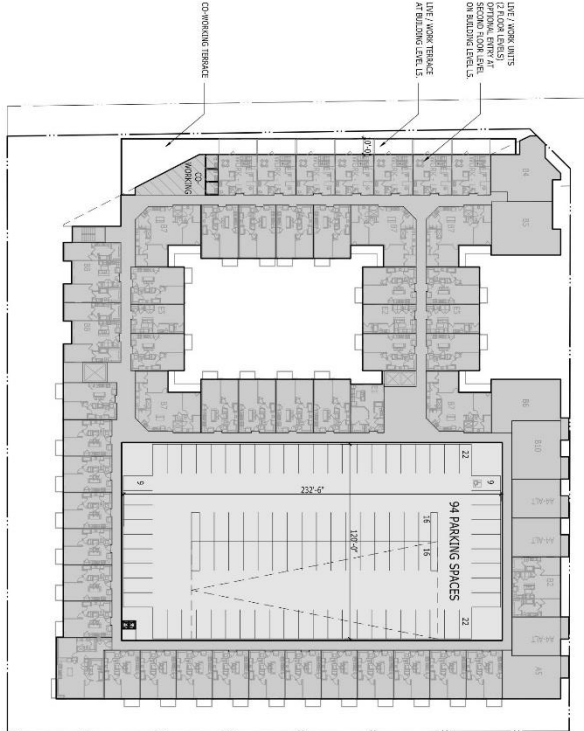
JPI Address Heights Multi-family



# EXHIBIT B



LEVEL 4



LEVEL 5



**sff** PLANNING

2808 Farnsworth Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500



13455 Ward Road, Two Galveston Office Towers, Suite 700  
Dallas, Texas 75240 | 972.270.1300



601 East Las Colinas Blvd., Suite 1800  
Irving, Texas 75039 | 972.566.1700

CASE # 1843-Z

Job # 18163-00

Addison, Texas

JPI Addison Heights Multi-family



March 10, 2022











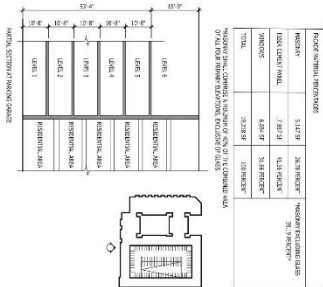
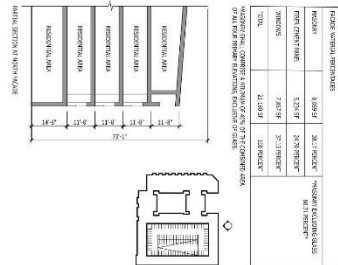
# EXHIBIT B



NORTH ELEVATION



SOUTH ELEVATION



2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500



13455 Mard Road, Two Galvesto Office Towers, Suite 700  
Dallas, Texas 75240 | 972.770.1300



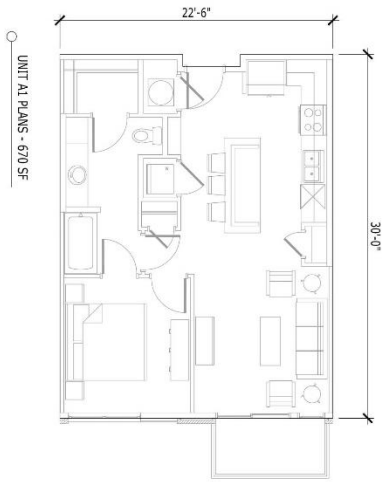
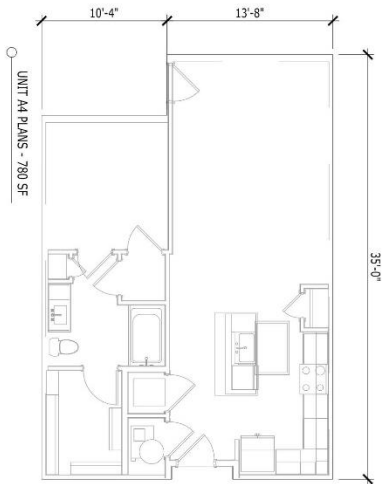
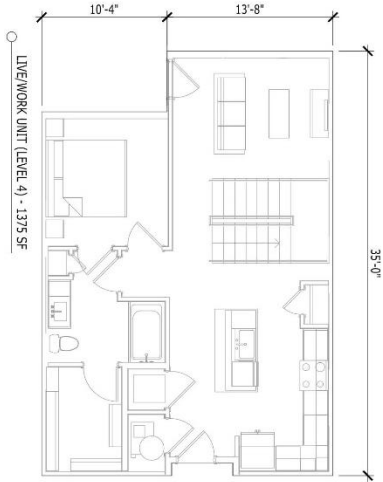
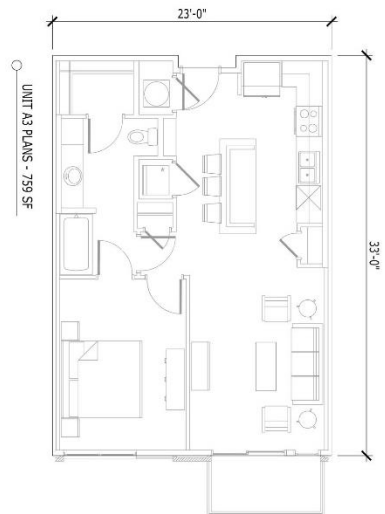
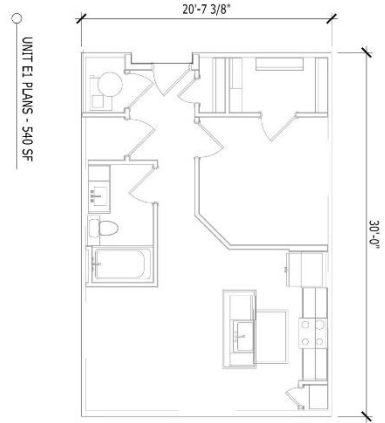
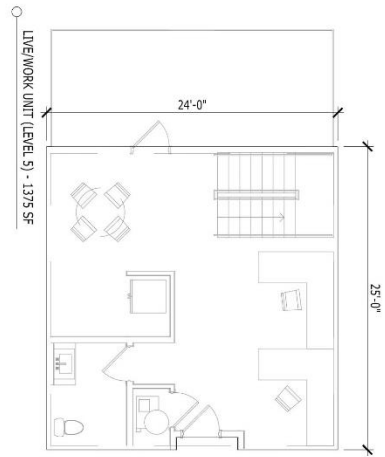
600 East Lela Collins Blvd., Suite 1800  
Houston, Texas 77028 | 832.256.4700

Job #: 1815-00

Addison, Texas

JPI Addison Heights Authority // March 10, 2022

# EXHIBIT B



**PLANNING**

2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

**Kimley-Horn**

13435 Neak Road, Two Galleria Offices Tower, Suite 700  
Dallas, Texas 75240 | 972.770.1300



600 East Las Colinas Blvd, Suite 1800  
Irving, Texas 75039 | 972.256.1700

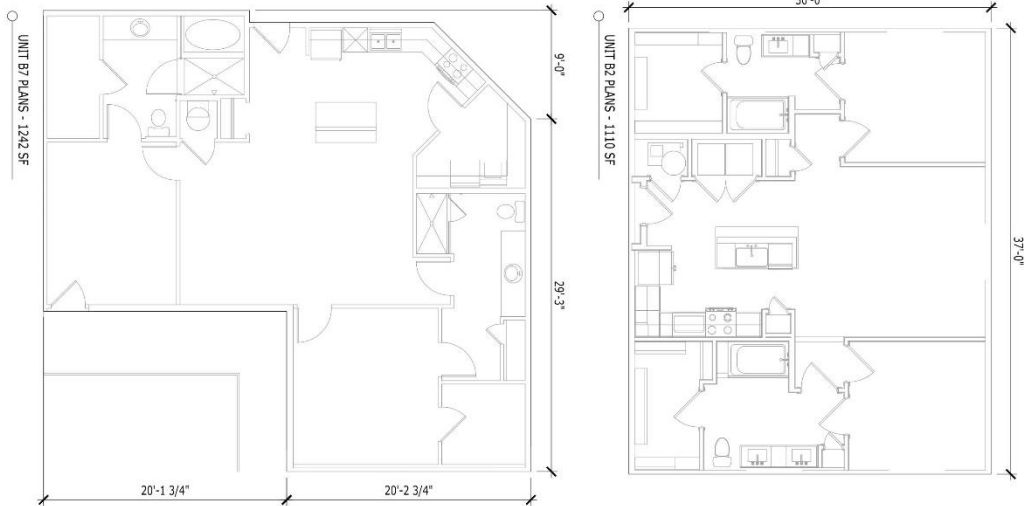
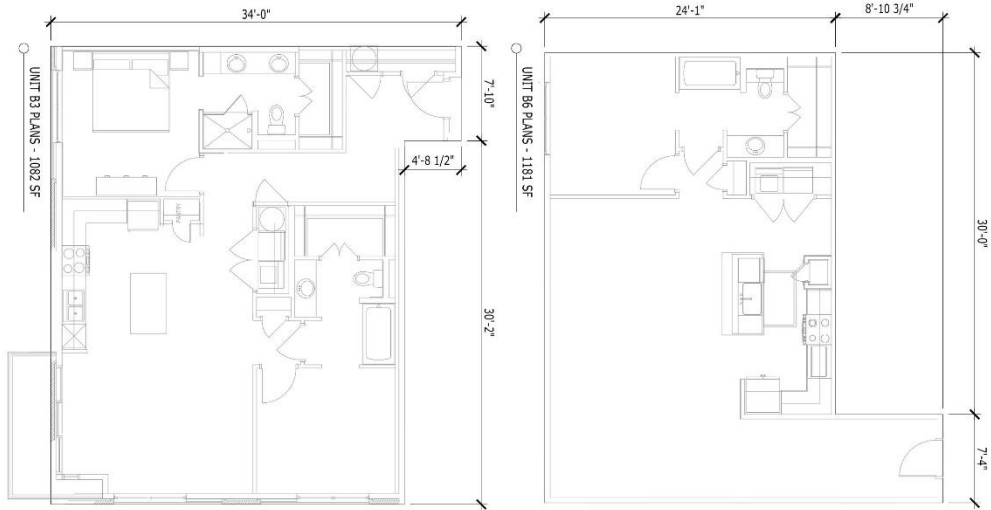
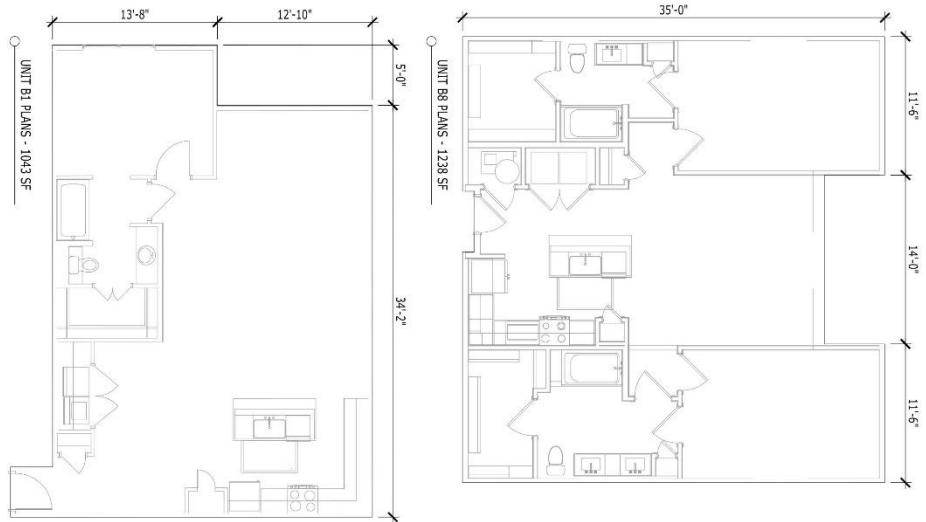
CASE # 1843-Z  
Job # 18163.00

Addison, Texas

REPRESENTATIVE UNIT PLANS  
JPI Addison Heights Multi-family // March 10, 2022



# EXHIBIT B



**gff** PLANNING

2808 Paramount Street, Suite 300  
 Dallas, Texas 75201 | 214.303.1500

**Kimley-Horn**

13455 Nover Road, Two Gateway Office Tower, Suite 700  
 Dallas, Texas 75240 | 972.770.1300

**JPI**

600 East Van Cotten Blvd., Suite 1800  
 Irving, Texas 75039 | 972.558.1700

CASE #: 1843-Z  
 Job #: 1818-00

Addison, Texas

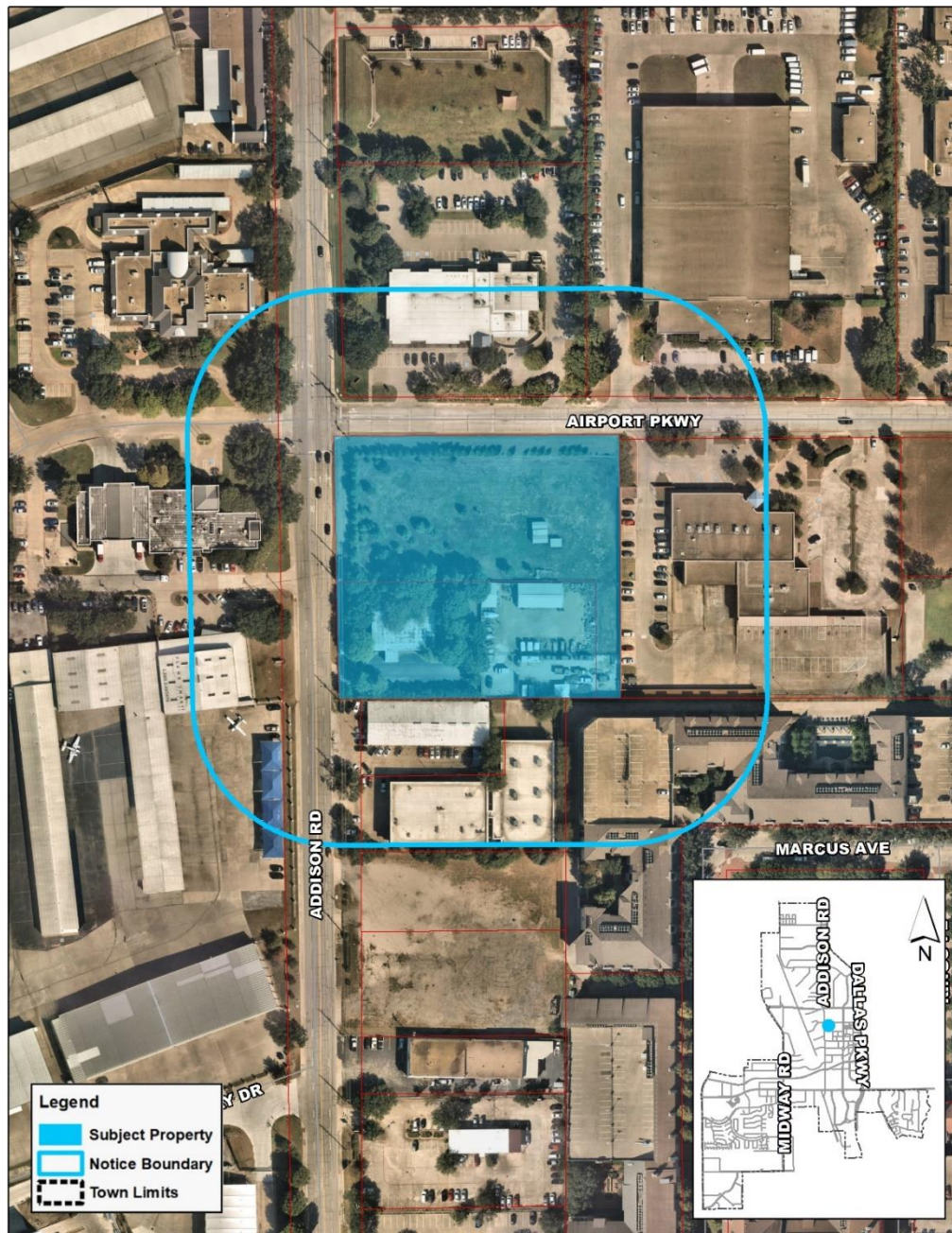
REPRESENTATIVE UNIT PLANS  
 Job #: 1818-00 // March 10, 2022



# 1843-Z

**PUBLIC HEARING** Case 1843-Z/JPI Addison Heights. Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance Rezoning a 3.2-Acre Property Located at the Southeast Corner of Addison Road and Airport Parkway, from Commercial-2 (C-2) to Planned Development (PD) District with modified Urban Center (UC) District standards, to allow a Multifamily Development Comprised of a Maximum of 287 Dwelling Units and Live/Work Units, and Approximately 5,000 Square Feet of Future Retail Space, and to Approve Related Development Plans.

## Location Map







March 11, 2022

**STAFF REPORT**

RE: 1843-Z/JPI Addison Heights

LOCATION: 3.2 acres at the southeast corner of Addison Road and Airport Parkway.

REQUEST: Approval to rezone the property from Commercial-2 (C-2) to a Planned Development (PD) District with modified Urban Center (UC) District standards for multifamily residential, live/work, and future retail uses.

APPLICANT: Miller Sylvan, representing JPI Real Estate Acquisition, LLC

**DISCUSSION:**

Background: This rezoning request is for the Hope property, a 3.2-acre property located at the southeast corner of Addison Road and Airport Parkway. This property has been home to the Hope’s family business, HWK Realty, for many years. The business office is situated on the south side of the site, and an agricultural exemption is maintained on the north side of the property, with various livestock and tree farming endeavors being maintained on the property over the years.

In 1992, this property was rezoned from the Planned Development (PD) District to the Commercial-2 (C-2) District. Other uses currently existing on the property include outside storage and vehicle storage for their property management operations. The site currently does not have any sidewalks and is only accessible from a vehicle access drive on Addison Road. It does not have cross-access between the adjacent post office to the east, or with the auto repair business or apartment development to the south.

The applicant, JPI, is a DFW-based company that develops multifamily housing throughout North America, with their primary focus on the DFW, Phoenix, and Southern California markets. JPI has developed over 342 projects, comprising a \$14.3 billion aggregate value of developed and acquired properties. With this request, JPI proposes to rezone the property from Commercial-2 (C-2) to a Planned Development (PD) District with modified Urban Center (UC) District standards for multifamily residential, live/work, and future retail uses.

Proposed Concept Plan: The proposed multifamily community is comprised of a five-story building which includes 287 multifamily units and 5,650 square feet of “retail ready” space at the ground floor. This retail ready space will initially be programmed for other uses (fitness amenity and dwelling units), and will be able to convert to retail, office, restaurant, or service use if a market for those uses ever emerges. 7 of the 287 multifamily units will be constructed as live/work units, with two-level floor plans split between the 4<sup>th</sup> and 5<sup>th</sup> floors at the Addison Road frontage. An

8,960 square foot interior courtyard provides space for a pool amenity and social areas, while the leasing area, fitness amenity, and mail room are situated at the corner of Addison Road and Airport Parkway. A co-working space is provided on the fifth floor, adjacent to the live/work units. Both the live/work units and the co-working space have walkout terrace amenities offering premium views of the Addison skyline.

A 4,260 square foot public plaza is provided at the Airport Parkway frontage to provide for an outdoor seating area and passive open space amenity. This space currently includes a small water feature, and the applicant has shared interest in partnering with the Addison Arbor Foundation to support a public art installation onsite. At the east side of the site, a 20 foot wide pedestrian corridor is maintained to provide connectivity through the site. Both of these areas would be privately owned and maintained and publicly accessible.

With this proposal, the applicant has obtained conditional agreement with the Addison Circle Cortland Apartments property to the southeast to obtain an easement for gated emergency access and unobstructed pedestrian access to the fire lane to the southeast. This connection would improve emergency service access to the Addison Circle neighborhood while providing convenient pedestrian access for residents of this project to utilize the public amenities of Addison Circle. Enhanced pedestrian amenities will be constructed at the Addison Road frontage, through the construction of a 10 foot wide urban trail and a variable width 6 -10 foot wide unobstructed sidewalk at the Airport Parkway frontage.

The proposed building will wrap a 5 story parking garage with access to the garage being provided from both Addison Road and Airport Parkway. The garage will provide 409 off-street parking spaces with an additional 7 on-street parking spaces being provided on Airport Parkway. Solid waste and recycling infrastructure is provided at the southern access point to the garage, with sufficient space for service vehicles, moving vans, and emergency service vehicles to turn around and leave the site.

**Building Facades:** The proposed building is five stories and 73 feet tall at its highest point, with a ground floor height that is three feet taller than the upper floors to support the retail ready condition. Façade materials include brick masonry, fiber cement panel, and glazing. Material transitions occur vertically, with lower floors primarily consisting of brick and glazing, and upper floors being comprised of glazing and the lighter cement panel material, which is provided in two forms, wood grain and finished metallic. There is a substantial amount of glazing on each façade, with three of the four facades achieving at least 40 percent glazing, allowing for significant natural light to reach the dwelling units and interior amenities.

Recessed balconies are integrated throughout the project and projecting balconies are provided at building corners and at several transitions in the building plane. The top floor of the Addison Road frontage includes a walkout terrace feature for the live/work units and co-working space. Perimeter ground floor units throughout the project will be accessible from the exterior of the site and will have 5 feet deep outdoor spaces for those residents. At the intersection of Addison Road and Airport Parkway, the façade was oriented to create a prominent entry feature and ground floor storefronts to give the building the mixed use character envisioned by the UC district.

In order to address staff concerns regarding building massing for the five story building, a horizontal step back was established at the 5<sup>th</sup> floor of the Addison Road frontage, and vertical step backs were established at the southwest corner of the building, as well as at the northern façade to accommodate the plaza feature.

Parking: The UC District requires parking to be provided at a ratio of one space per bedroom up to a maximum of two spaces per unit. Retail parking must provide at least one space per 250 square feet of floor area. Parking standards are met by this project for both the retail ready condition (352 required spaces), as well as the potential future condition where the retail is realized (371 required spaces). This is met through the provision of 409 garage parking spaces and 7 on-street parking spaces.

Landscaping/Open Space and Trails: The Urban Center district requires open space to be provided at a certain acreage per resident. During the consideration of the AMLI Quorum development, it was determined that there was over 7 acres of surplus open space in the Addison Circle neighborhood. In lieu of providing additional public open space, consideration was given to the provision of enhanced pedestrian trails at the project frontages.

Given the similar nature of this project, it would be appropriate for that consideration to be applied here as well. In lieu of the dedication of public open space, the publicly accessible, private plaza (4,260 SF), and the 10 foot Addison Road shared use trail (complies with the Master Trails Plan) and variable width (6–10 feet) Airport Parkway trail (complies with the Town’s Airport Parkway CIP Plans) should be considered as meeting the intent of that requirement.

As landscape area is defined by the Town’s landscape ordinance, this project achieves 13.7 percent landscape area, with additional credit being provided for the enhanced trail at Addison Road to achieve 16.4 percent landscape area. This is consistent with the urban character of the Addison Circle neighborhood where the urban streetscapes result in more prominent pedestrian paving in lieu of expansive front and side yards. For street tree plantings, ornamental trees are proposed at the Addison Road frontage in lieu of canopy trees due to the presence of overhead electric utilities. At the Airport Parkway frontage, the applicant has requested to plant shade trees 50 feet on center in lieu of the 30 feet spacing requirement. This will allow for more natural light and will allow sufficient room for canopy expansion and site visibility.

Streetscapes: The Master Transportation Plan (MTP) provides direction on streetscape standards for various street types throughout the community. As properties develop or redevelop, these standards are applied to support the buildout and maintenance of the Town’s street and pedestrian network. For both Addison Road and Airport Parkway, required right-of-way dedications will occur during plat application review.

The proposed Airport Parkway streetscape complies with the Town’s design for the upcoming reconstruction of Airport Parkway and would result in cost savings for the Town if it is implemented. Due to the presence of overhead electric utilities on Addison Road, ornamental trees must be planted in lieu of canopy trees. Pedestrian lighting, decorative paving, benches, and other site furnishings are provided as required along the streetscape and will meet the equipment specifications defined in the UC district standards.

Unit Mix, Interior Construction, and Sustainability Features: The proposed unit mix includes 24 efficiency units, 191 one bedroom units, 65 two bedroom units, and 7 live/work units, with 75 percent of all units being efficiency or one bedroom floor plans. The average unit size for the entire project is 843 square feet, while the minimum unit size is 540 square feet for an efficiency unit and 650 square feet for a one bedroom unit.

The applicant has committed to meeting the following standards for interior construction and sustainability:

- The project shall be National Green Building Standard (NGBS) certified;
- There shall be no linoleum or Formica surfaces in the units;
- All units shall be equipped with energy efficient appliances; and
- All countertops shall be granite, stone, or better material.

Flexible Standards: Due to the complex nature of mixed use development, a flexible standard provision was included in the UC District. The UC District code addresses that topic as follows:

*It is intended that the dimensional and design standards set forth in sections 3 and 5 of this article be flexible in order to encourage development in the UC district. In some cases, sections 3 and 5 sets forth limits within which specific standards may be varied. In other cases, the developer must request a waiver from a specific standard pursuant to section 9 of this article.*

Due to the constrained nature of this redevelopment site, the applicant has requested the following waivers from the UC development standards and Town landscape ordinance:

- Landscape area and landscape buffer requirements of the Town's landscape ordinance:
  - 16.4 percent landscape area (inclusive of a shared use trail) in lieu of 20 percent landscape area.
  - Landscape buffers as defined in the Trail Master Plan in lieu of a uniform 20 foot buffer as defined in the Town's landscape ordinance.
- Planting of ornamental trees in lieu of shade trees at the streetscape where overhead electric utilities are present.
- 50 feet spacing for shade trees in lieu of 30 foot spacing.
- Elimination of the 10 foot build-to-line at Addison Road and Airport Parkway to reflect what is depicted in the development plans.
- Elimination of the one foot building step back for every two feet over 50 feet for all portions of the building over 50 feet, with step backs to be provided as depicted in the development plans.
- Satisfaction of dedicated public open space requirements to occur through the provision of publicly accessible private open space and sidewalks, and public trails consistent with the Town's Trail Master Plan.
- Reduction in masonry construction standards from 90 percent of all walls fronting or visible from the street (80 percent for all other walls), to reflect what is depicted in the development plans (75 percent masonry and glazing at the north and west facades, 58 percent masonry and glazing at the south façade, and 59 percent masonry and glazing at the east façade).
- Minimum area per one bedroom dwelling unit reduced from 700 to 650 square feet where a private balcony is provided.
- Reduction in the minimum driveway setback at the southern property boundary to reflect what is depicted in the development plan.

Compliance with Town Land Use and Development Policies: In considering rezoning requests, it is important for Town leadership to utilize the Town's long range planning documents to evaluate compliance with Town land use and development policies. Most notably for this request, this includes consideration of the Town's Comprehensive Plan, the Addison Circle Special Area Study, and the Addison Housing Policy. Key considerations include:

2013 Comprehensive Plan

The [2013 Comprehensive Plan](#) acknowledged the high potential for redevelopment for this property and expressed the need for that to occur as part of a larger redevelopment project that would include additional underutilized properties to the south. The comprehensive plan also referenced previous efforts to rezone this site for similar use. The plan indicated that the Town did not support that proposal in 2012 due to its density, lack of connection to Addison Circle, and failure to include additional properties.

As discussed in more detail below, the 2013 Comprehensive Plan was amended in 2019 to incorporate the findings of the Addison Circle Special Area Study.

Addison Circle Special Area Study

In 2017, the Town initiated a [Special Area Study](#) to develop a vision for two groups of properties in and around Addison Circle. These study sub-areas included Addison Circle Central, which includes a series of vacant and underdeveloped properties immediately adjacent to the future DART Silver Line corridor, and Addison Circle West, which includes vacant and underdeveloped properties at the eastern frontage of Addison Road, between Airport Parkway and Morris Avenue. The subject property is the northernmost edge of the Addison Circle West sub-area.

This visioning process was guided by a project advisory committee comprised of Town residents and business property owners and was informed by a robust analysis of existing and future market conditions, and public input received at a series of community meetings. The findings of this study were accepted by City Council and in February 2019, were unanimously approved as an amendment to the 2013 Comprehensive Plan.

With this study, the Town adopted a vision and guiding principles for the study area that seeks to extend the Addison Circle development character to these areas and to ensure that Addison serves as a major destination in the Silver Line corridor. Key themes addressed by the Guiding Principles include compatibility and connectivity with Addison Circle, the Addison Airport, and future transit facilities, and continuing the high quality design of Addison Circle through the provision of key placemaking elements such as walkable urban streetscapes, elegantly design open spaces, landscape, and public art.

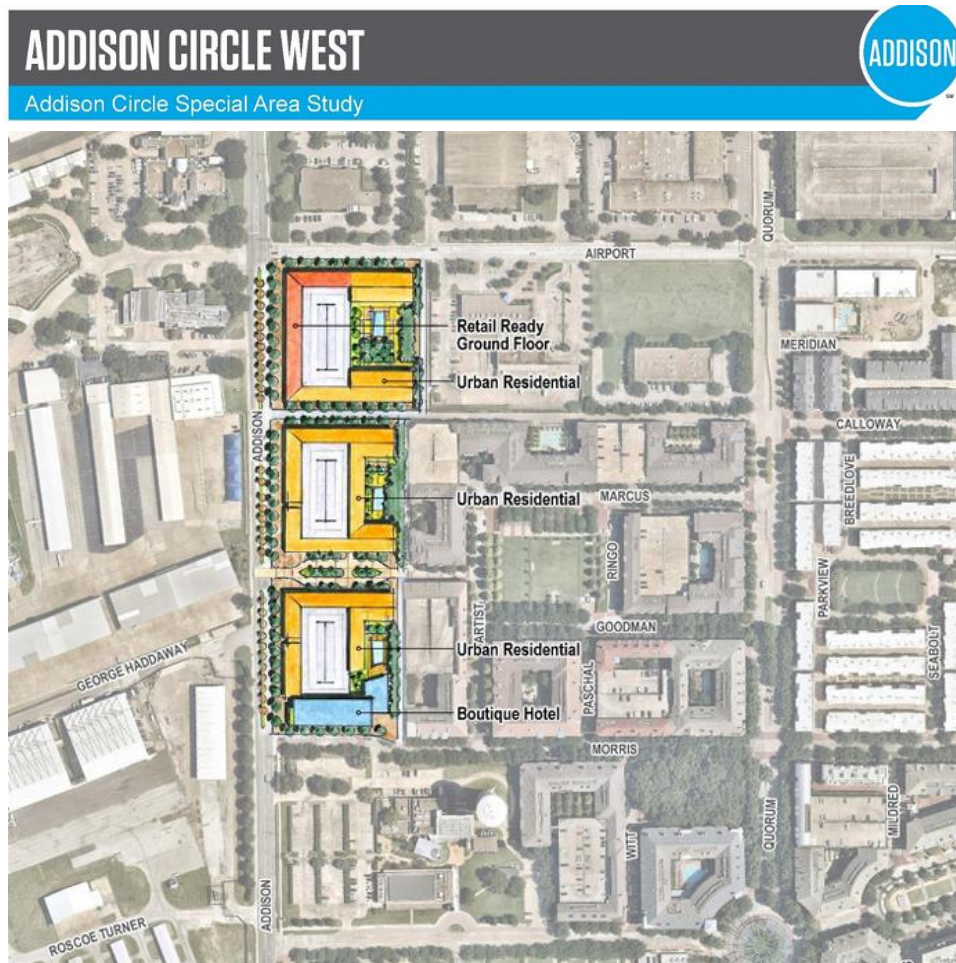
In addition to this overarching visioning framework, the study also included a more detailed strategic direction for each sub-area. The strategic direction for Addison Circle West focuses on a simple but important primary concept: extend the character of the Addison Circle neighborhood to Addison Road. This strategic direction includes four additional concepts that add detail to this direction:

- Residential uses along Addison Road should be of a more urban scale and design (compared to the townhomes in Addison Circle itself) because of the traffic along Addison Road, noise from the road and the Airport, and proximity to the Airport.



- The high-quality design and amenities of Addison Circle’s existing residences should be included in these new residential developments as well.
- Immediately adjacent to the Addison Conference Centre, new uses that support tourism, conferences and events are an appropriate extension of Addison Circle’s character and activities.
- At the intersection of Addison Road and Airport Parkway, some neighborhood-serving non-residential uses may be appropriate, continuing Addison Circle’s mixed-use character. The buildings at this intersection should be designed to be flexible so that the ground floor is ‘retail ready’ – that is, it should be able to accommodate retail uses when those are supported by the market in the area.

To illustrate what implementation of this strategic framework may look like, the special area study presents a series of aspirational design concepts for the study area. For Addison Circle West, an urban residential building with “retail ready” uses at the ground floor frontages was envisioned.



### Addison Housing Policy

In order to help guide future housing decisions, the City Council adopted a [Housing Policy](#) in 2015 and amended it in early 2017. Applicable sections of this policy are provided below:

**DEVELOPMENT  
SERVICES**

16801 Westgrove Drive  
Addison, TX 75001

P.O. Box 9010  
Addison, TX 75001

phone: 972.450.2880  
fax: 972.450.2837

ADDISONTEXAS.NET

IT ALL COMES  
TOGETHER.

1. Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a "best fit" mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive.
4. The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.

As can be expected with a policy addressing such a broad consideration, evaluating alignment of this proposal with this policy can be a very nuanced exercise. While apartment dominant proposals such as this are not viewed favorably by the policy, this area is unique in that it was part of the Addison Circle Special Area Study. That analysis resulted in a vision for urban residential development that preserves opportunity for market supported retail uses to be integrated into the building at the ground floor. This proposal achieves that by providing approximately 5,000 square feet of retail ready space at the ground floor and 7 live/work units with dedicated and separate office space on the top floor of the Addison Road building frontage.

The Housing Policy also does not support free-standing, nonintegrated residential development. This proposal is pioneering, in that it is the first property addressed by the Addison Circle Special Area Study to redevelop. While it would be ideal for the entire Addison Circle West sub-area to redevelop all at once, the market does not support that, and instead we should rely on the planning framework established by that study to address the practical realities of incremental redevelopment. With its direct adjacency to Addison Circle, this development would expand, enhance, and connect to that urban neighborhood. It is likely that this project will serve as a catalyst for additional redevelopment in the surrounding area.

Development Impacts: In the review of this rezoning request, assessment of anticipated impacts of the development should be carefully considered. These considerations include:

*Residential Compatibility*

With its prominent location at the western edge of the Addison Circle neighborhood, this site is in close proximity to similarly situated urban residential development to the southeast, as well as to the north, with the Addison Keller Springs multifamily development. The closest single-family residential uses include the townhomes in Addison Circle and Meridian Square, which are over 800 feet to the east of the subject property.

With this property being adjacent to the Addison Airport, it is important to ensure that this residential building can be compatibly situated at this location. In evaluating airport land use compatibility, key considerations include proximity to noise and building height. For noise,



noise sensitive land uses must be situated outside of the 65 dBA noise contour. For building height, buildings at this location must be less than 130 feet tall (approximately 10 stories) at the western edge of the subject property. Both of these conditions are met by the subject property and the proposed use and building design is compatible with the Addison Airport.

#### Traffic Generation and Circulation

The Town required the applicant to complete a Traffic Impact Analysis (TIA) to determine what effect the proposed development would have on the roadway network in the near-term and long-term. TIAs are based on traffic engineering standards and best practices, and traffic data assumptions published by the Institute of Transportation Engineers (ITE). The ITE Trip Generation Manual combines multiple studies of actual traffic counts from different uses to establish the average number of one way trips that similar uses can be expected to generate in a day, as well as in the AM peak hour and the PM peak hour. The table below provides anticipated trip generation for the proposed development:

Use	Size	Daily One Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
			In	Out	Total	In	Out	Total
Multi-Family Residential	287 units	1,562	25	71	96	74	48	122

In addition to analyzing traffic generation, the TIA also analyzes how the site generated traffic impacts the operations of the surrounding roadway network. Of particular importance to this project is the impact of traffic operations on Addison Road and Airport Parkway, with specific emphasis on key intersections with Keller Springs Road and Quorum Drive.

This analysis indicates that there would be no reductions in the level of service at any signalized intersections in the area due to this development. The analysis also indicates that the Airport Parkway site access drive will perform at a high level of service with no delay at both peak hours, while the Addison Road site access drive will operate with moderate delay at both peak hours. To mitigate this impact and respond to staff feedback, the applicant has oriented the parking structure ramp to direct the natural flow of traffic to Airport Parkway and will provide signage to restrict outbound traffic at the Addison Road access drive to right turn movements only.

This analysis was conducted by Kimley-Horn and Associates. This group provides traffic engineering and transportation planning services to the Town, which includes development of the Town's Master Transportation Plan. The analysis was reviewed by Town staff and traffic engineers at Cobb-Fendley, another national engineering firm. Based on their review, Cobb-Fendley determined that Kimley-Horn's assessment was accurate.

#### Utility and Drainage Analysis

At this feasibility stage, the applicant has demonstrated the capacity to connect to the Town's utility network and to mitigate the impacts of any surface runoff generated by this site. If this project is approved, detailed civil engineering plans will be prepared for the proposed connections to the Town's water and sanitary sewer systems, and the required detention pond and storm sewer needed to convey site generated runoff. With this project, an enclosed detention pond will be provided below the parking structure ramp in order for this site to release runoff at the same rate and intensity as pre-developed conditions.

### Existing Site Encumbrances

The subject property has frontage on two aging roadways in Addison Road and Airport Parkway. These roads will both be reconstructed in the future, with Airport Parkway being funded to occur in the near future. If this property were to redevelop, the accompanied right-of-way dedications and streetscape improvements would relieve land acquisition and construction costs from the Town.

At the Addison Road frontage, overhead electric utilities will limit the planting of street trees to ornamental species. For both the Addison Road and Airport Parkway corridors, sidewalk connectivity remains a challenge, as there are several major gaps that are unlikely to be resolved until those roadways are reconstructed. This condition makes the required pedestrian and emergency access connection to the Cortland Apartments fire lane critical, as that will provide needed pedestrian access to the open space and amenities of the Addison Circle neighborhood.

### Tree Mitigation

The subject property currently has a fair amount of tree cover, with mature canopy trees situated around the business office, and pine trees lining the property perimeter. Due to the transformational nature of this project, substantial tree loss would occur. With this proposal, 1,044 caliper inches of tree removal would occur and 172 inches of new plantings could be achieved on site, resulting in 872 caliper inches of tree removal that could not be mitigated via onsite plantings. As a result, the applicant would need to pay into the tree mitigation fund at a rate of \$175 per caliper inch, for a total amount of \$152,600. These funds could be used for replacement trees in the surrounding area, which include replacement of storm loss in Addison Circle, as well as street trees for the upcoming Airport Parkway and Keller Springs Road reconstruction projects.

### Public Services Capacity

This site is served by Dallas Independent School District (DISD) and given the anticipated demographics of the project, DISD is unlikely to have issues serving this property. With this project being situated adjacent to and having connectivity to the Addison Circle neighborhood, it will have direct access to a surplus of park and open space amenities. With direct adjacency to the Addison Police Headquarters and Fire Station #1, emergency services can be conveniently provided to this site. With the required emergency access connection to the Cortland Apartments fire lane, this project would improve emergency service access to the Addison Circle neighborhood as well.

Community Input: The Town notified adjacent property owners (within 200 feet) and DISD in accordance with Town and State requirements. One letter of opposition and one letter of support was received for this application.

### **RECOMMENDATION: APPROVAL WITH WAIVERS**

This proposed rezoning request meets the intent of the Addison Circle Special Area Study, the Addison Housing Policy, and associated Town amenity and infrastructure policies. This project, coupled with the Silver Line Station transit-oriented development can serve as a catalyst for new investment in this area, and it will also help the Town better facilitate planned infrastructure rehabilitation projects at Airport Parkway and Addison Road.

The development waivers that have been requested are tailored to address the unique challenges associated with redevelopment to an urban development pattern. While this list may seem long, you see many of these conditions successfully implemented when you walk the Addison Circle neighborhood.

This proposal with its unique building form, strong pedestrian amenities, and accommodation of both retail ready space, live/work units, and co-working space, represents the highest and best use of this site and will serve as a strong northern gateway for this area.

Staff recommends approval of the request subject to the following development waivers:

- Landscape area and landscape buffer requirements of the Town's landscape ordinance:
  - 16.4 percent landscape area (inclusive of a shared use trail) in lieu of 20 percent landscape area.
  - Landscape buffers as defined in the Trail Master Plan in lieu of a uniform 20 foot buffer as defined in the Town's landscape ordinance.
- Planting of ornamental trees in lieu of shade trees at the streetscape where overhead electric utilities are present.
- 50 feet spacing for shade trees in lieu of 30 foot spacing.
- Elimination of the 10 foot build-to-line at Addison Road and Airport Parkway to reflect what is depicted in the development plans.
- Elimination of the one foot building step back for every two feet over 50 feet for all portions of the building over 50 feet, with step backs to be provided as depicted in the development plans.
- Satisfaction of dedicated public open space requirements to occur through the provision of publicly accessible private open space and sidewalks, and public trails consistent with the Town's Trail Master Plan.
- Reduction in masonry construction standards from 90 percent of all walls fronting or visible from the street (80 percent for all other walls), to reflect what is depicted in the development plans (75 percent masonry and glazing at the north and west facades, 58 percent masonry and glazing at the south façade, and 59 percent masonry and glazing at the east façade).
- Minimum area per one bedroom dwelling unit reduced from 700 to 650 square feet where a private balcony is provided.
- Reduction in the minimum driveway setback at the southern property boundary to reflect what is depicted in the development plan.



## Case 1843-Z/JPI Addison Heights

March 15, 2022

### COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 15, 2022, voted to recommend approval of an Ordinance changing the zoning for a 3.2-acre property located at the southeast corner of Addison Road and Airport Parkway, from the Commercial-2 (C-2) District to the Planned Development (PD) District with modified Urban Center (UC) District standards to allow the construction of a multifamily development comprised of a maximum of 287 dwelling units and live/work units, and approximately 5,000 square feet of future retail space, and to approve related development plans, subject to the following waivers to the UC District standards:

- Landscape area and landscape buffer requirements of the Town's landscape ordinance:
  - 16.4 percent landscape area (inclusive of a shared use trail) in lieu of 20 percent landscape area.
  - Landscape buffers as defined in the Trail Master Plan in lieu of a uniform 20 foot buffer as defined in the Town's landscape ordinance.
- Planting of ornamental trees in lieu of shade trees at the streetscape where overhead electric utilities are present.
- 50 feet spacing for shade trees in lieu of 30 foot spacing.
- Elimination of the 10 foot building setback at Addison Road and Airport Parkway to reflect what is depicted in the development plans.
- Elimination of the one-half foot building step back for every foot over 50 feet for all portions of the building over 50 feet, with step backs to be provided as depicted in the development plans.
- Satisfaction of dedicated public open space requirements to occur through the provision of publicly accessible private open space and sidewalks, and public trails consistent with the Town's Trail Master Plan.
- Reduction in masonry construction standards from 90 percent of all walls to 40 percent of the total exterior cladding and as depicted in the development plans.
- Minimum area per one bedroom dwelling unit reduced from 700 to 650 square feet where a private balcony is provided.
- Reduction in the minimum driveway setback at the southern property boundary to reflect what is depicted in the development plan.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers  
Voting Nay: none  
Absent: none

**SPEAKERS AT THE PUBLIC HEARING:**

For: none  
On: none  
Against: none



March 11, 2022  
Ken Schmidt  
Director of Development Services  
16801 Westgrove Dr., Addison, TX 75001

*JPI Addison Heights Letter of Intent*

Dear Mr. Schmidt,

JPI is a privately owned company headquartered in Irving, TX. For over 30 years, JPI has been committed to both the development and management of Class A multifamily assets. We have an unmatched depth of industry-specific experience that includes garden-style communities, mid- to high-density wrap and podium projects, student housing, and mixed-use high-rise developments. More than just structures, we build “living experiences” with leading-edge services and amenities that provide a pleasing and responsive environment to our residents. In DFW, JPI has developed 71 apartment communities totaling over 28,000 homes.

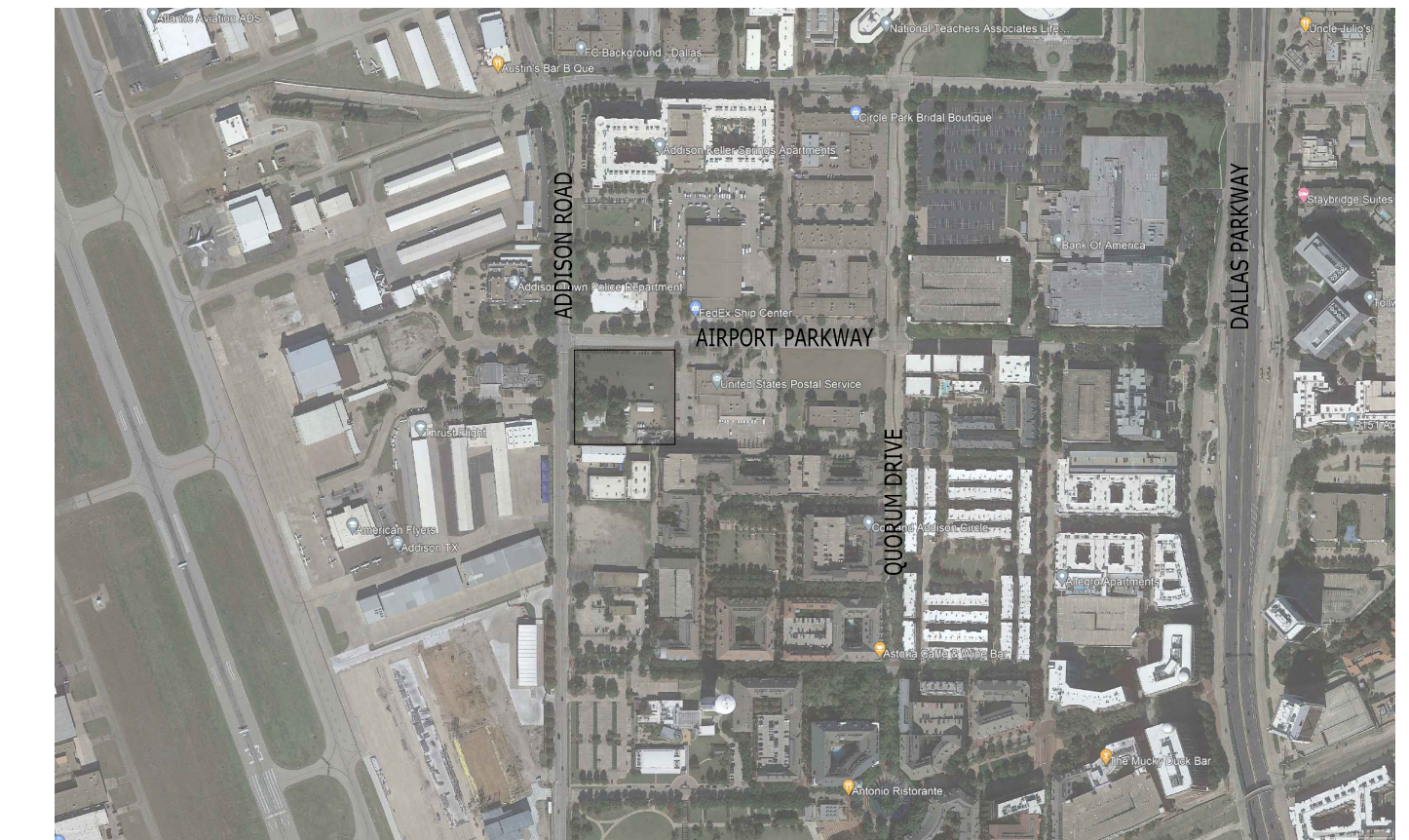
Each community we develop is specifically design with the surrounding community in mind. The Jefferson Addison Heights unique location will help serve as the western edge of Addison Circle and feature unique design features to take advantage of the views of nearby Addison Airport. Working with town staff, we have gone through several iterations of the site plan which have resulted in a public pedestrian park, convertible ground floor units, and 4<sup>th</sup> floor mezzanine units with private roof decks to overlook Addison Airport and provide some of the best seats in town for the annual Kaboom Town fireworks show. Working with our neighbors we have established a connection for pedestrians and residents to walk to the amenities offered within Addison Circle. The community will feature stone countertops, stainless steel energy efficient appliances, minimum 10’ ceilings, and high-end amenity spaces in line with other nearby JPI communities.

We look forward to the opportunity to develop another great community for the Town of Addison.

Sincerely,

Bryan Grant  
Vice President, Area Development Partner





VICINITY MAP  
NOT TO SCALE

NOTES:

- REFER TO ORDINANCE (\_\_\_\_\_) FOR ZONING REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THIS CONCEPT PLAN AND THE ORDINANCE, THE ORDINANCE SHALL CONTROL.
- REFER TO PD \_\_\_\_ EXHIBIT \_\_\_\_ (LANDSCAPE PLAN) FOR MORE DETAILED LANDSCAPE DESIGN INFORMATION.
- LOCATION AND NUMBER OF TREES MAY BE MODIFIED AT THE DISCRETION OF THE DIRECTOR IN THE CASE OF CONFLICTS WITH EXISTING OR NEW UTILITIES, REQUIRED INFRASTRUCTURE, RIGHT-OF-WAY IMPROVEMENTS, ETC.
- THE ALIGNMENT AND LOCATION OF THE SOUTHWEST DRIVEWAY ENTRY FROM ADDISON ROAD, AND THE LOCATION OF ADJACENT TRANSFORMERS AND OTHER EQUIPMENT, MAY BE MODIFIED TO ACCOMMODATE A COORDINATED AND/OR COMBINED DRIVE ENTRY WITH THE ADJACENT PROPERTY.

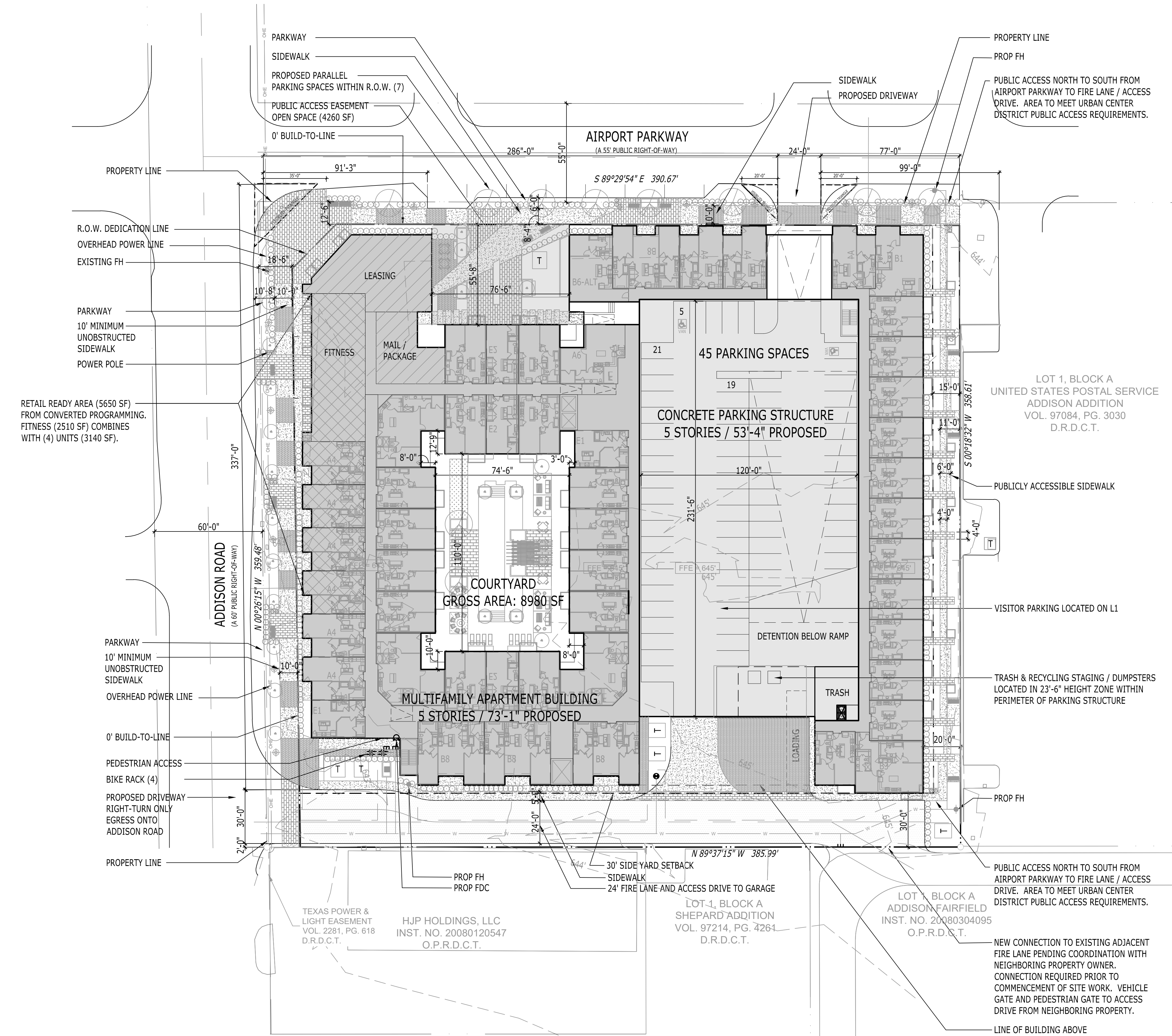
GENERAL SITE DATA	
ZONING	EXISTING: COMMERCIAL - 2 PROPOSED: URBAN CENTER DISTRICT
SITE AREA	EXISTING: 139,438 SF / 3.201 ACRES *PROPOSED: 127,825 SF / 2.934 ACRES
*R.O.W. DEDICATION	
PERMITTED USES	MULTIFAMILY RESIDENCE LIVE/WORK RETAIL READY
BUILDING HEIGHT	RESIDENTIAL PROPOSED: 5 STORIES, 73'-1" GARAGE PROPOSED: 5 STORIES, 53'-4"
LOT COVERAGE (ACTUAL) *R.O.W. DEDICATION SITE AREA	*78.1 PERCENT
FLOOR AREA RATIO (ACTUAL): GROSS SF / R.O.W. DEDICATION SITE AREA	2.33 : 1
TOTAL UNIT COUNT (PROPOSED = MAXIMUM)	287 UNITS
DENSITY (TOTAL UNIT COUNT / PROPOSED SITE ACREAGE)	97.82 UNITS PER ACRE
OPEN SPACE (PROPOSED = MINIMUM)	4260 SF
LANDSCAPE AREA (PROPOSED = MINIMUM)	20,910 SF
<b>PARKING</b>	
RESIDENTIAL PARKING RATIO: 1 SPACE / BEDROOM	REQUIRED: 352 PARKING SPACES
*CONVERTIBLE RETAIL READY	*371 PARKING SPACES
RETAIL READY PARKING RATIO: 1 SPACE / 250 SF	PROVIDED: 409 GARAGE 7 STREET
RETAIL READY (5650 SF, REDUCTION OF (4) UNITS (4 BEDROOMS) (348 RESIDENTIAL, 23 RETAIL)	TOTAL: 416 PARKING SPACES
ACCESSIBLE PARKING	REQUIRED: * 9 SPACES
*ACCESSIBLE PARKING = 7 ACCESSIBLE SPACES + 2 VAN-ACCESSIBLE SPACES - 9 ACCESSIBLE PARKING SPACES REQUIRED FOR 401-500 TOTAL PARKING SPACES PROVIDED.	PROVIDED: 9 SPACES
- 1 VAN-ACCESSIBLE SPACE FOR EVERY 6 ACCESSIBLE SPACES	
BICYCLE PARKING (NOT REQUIRED IN UC DISTRICT)	PROVIDED: 4 SPACES

JPI - ADDISON HEIGHTS					TOTALS							
UNIT TYPE	EFFICIENCY UNITS	ONE-BEDROOM UNITS (+)	TWO-BEDROOM UNITS	LIVE-WORK UNITS	Total Units	Apartment Net SF (**)	Retail Ready (**)	Leasing Office	Lounge/Fitness	Mail/Package	Coworking	Apartment Gross SF (***)
AVERAGE AREA (SF)	579	733	1,205	1,375								
MINIMUM AREA (SF)	540	650	1,000	1,375								
<b>LOCATION</b>												
Floor	1	5	36	9	50	40,142	5,650	2,334	2,510	1,230	875	56,890
Floor	2	5	38	15	58	48,840						58,225
Floor	3	5	44	14	63	52,035						62,065
Floor	4	5	37	14	63	52,361						62,065
Floor	5	4	36	13	53	48,549						59,115
Subtotal	24	191	65	7	287	241,927	5,650	2,334	2,510	1,230	875	298,360
Total SF/Type	13,896	140,064	78,342	9,625								
% of Project	8.36%	66.55%	22.65%	2.44%								

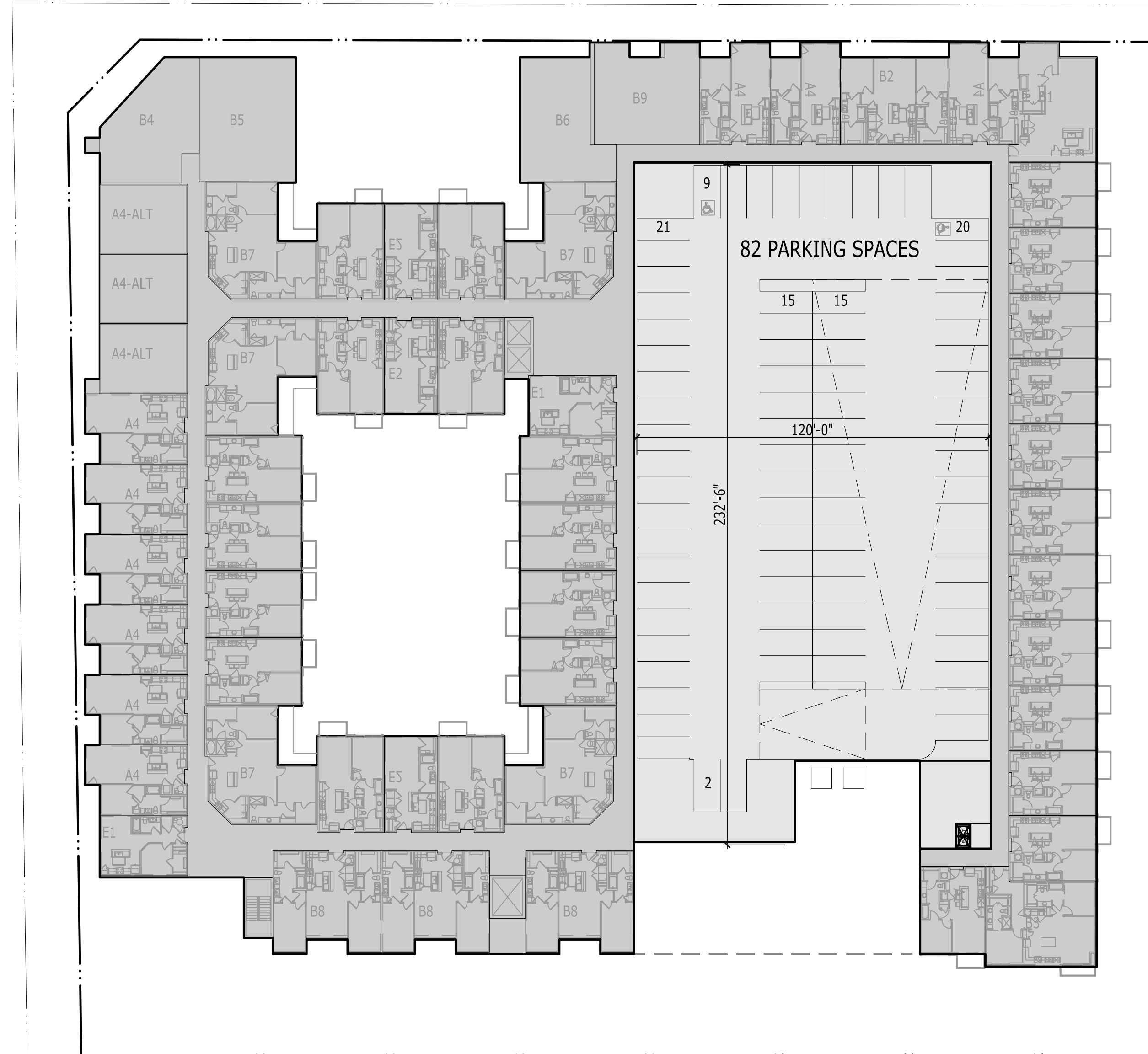
(\*) Net Square Footage of Apartment Only. Balcony SF Not Included. Used to Calculate Overall Avg Apartment Size.  
 (\*\*\*) Retail Ready Area Includes Lounge / Fitness + (4) Mail Units.  
 (\*\*\*) Gross Square Footage, Corridors, Circulation, Amenities, etc. Included

PARKING CALCULATIONS				
Per Unit Type	EFFICIENCY UNITS	ONE-BEDROOM UNITS	TWO-BEDROOM UNITS	LIVE-WORK UNITS
Bedrooms	1	1	2	1
Subtotal Bedrooms	24	191	130	7
Total Bedrooms	352 Bedrooms			

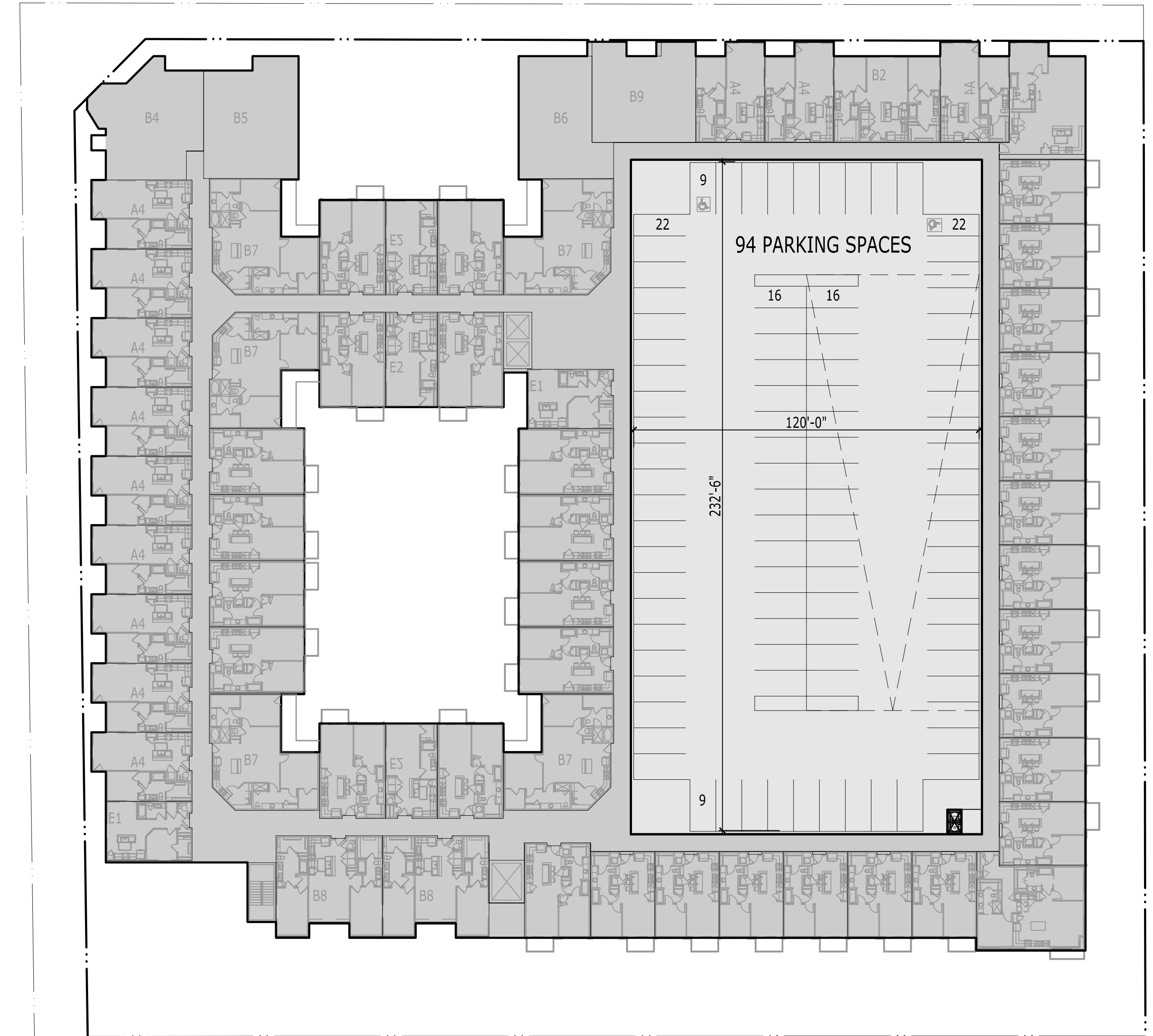
Overall Average Apartment Size **843**





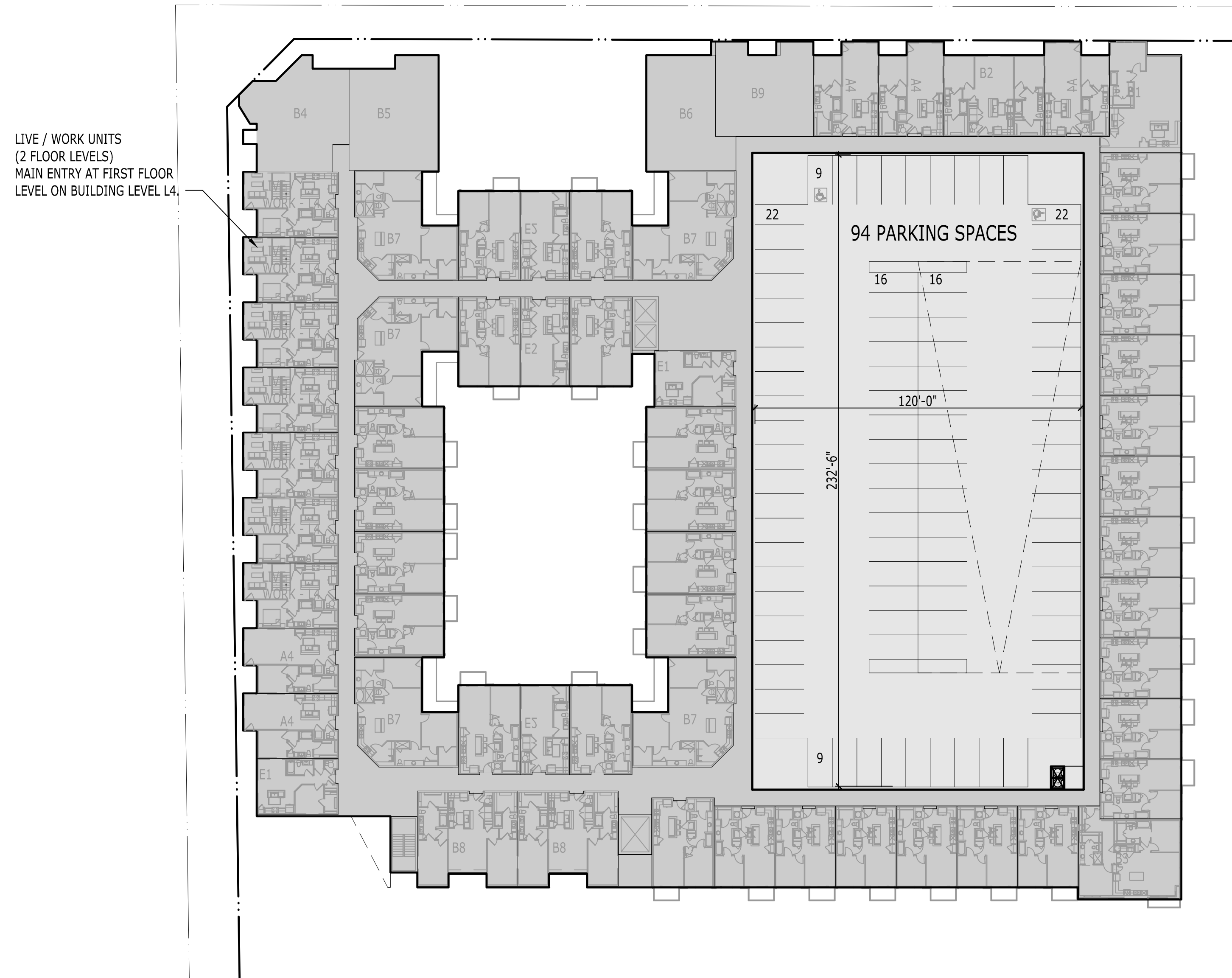


LEVEL 2

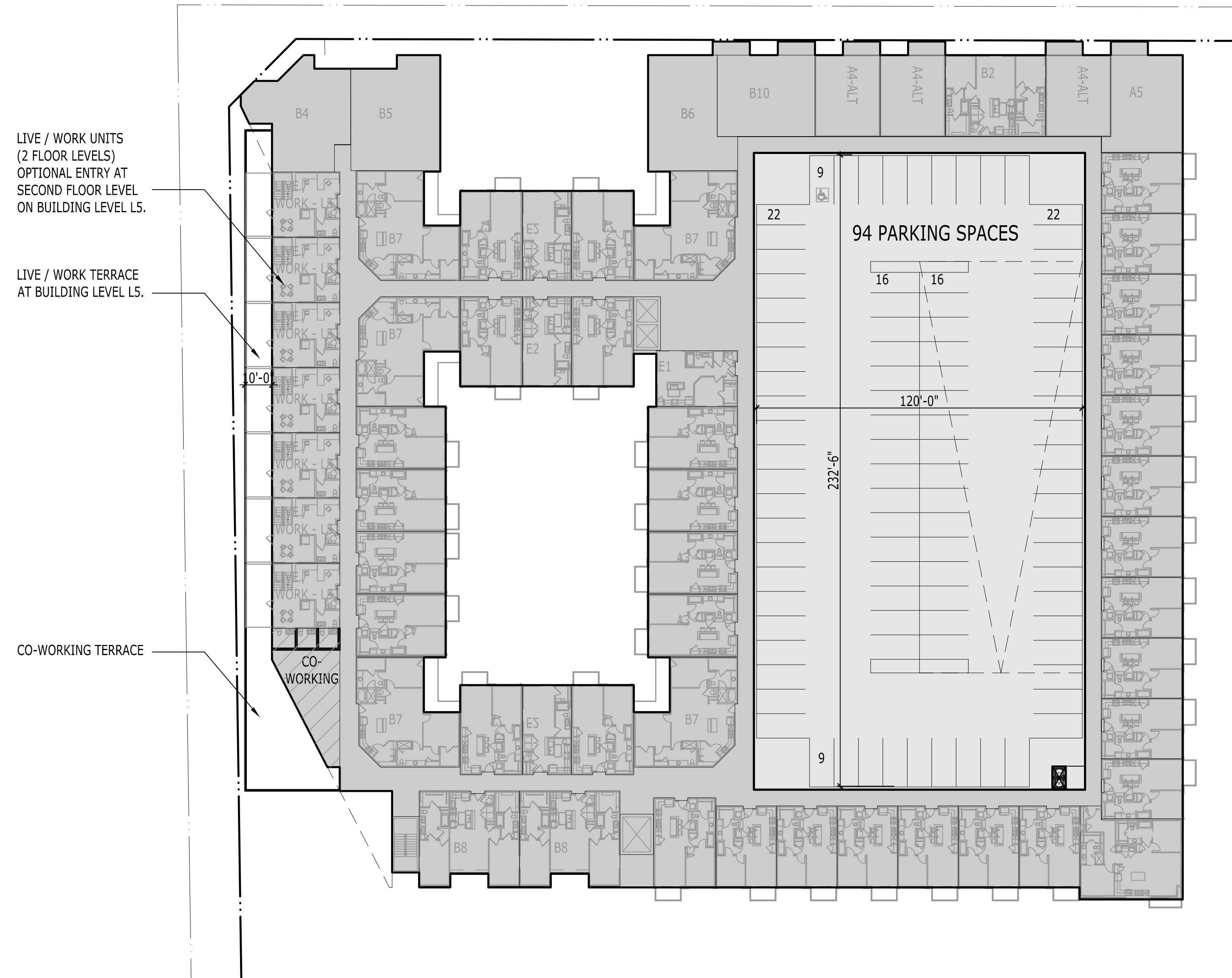


LEVEL 3

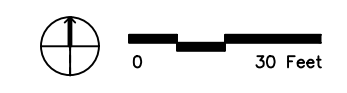


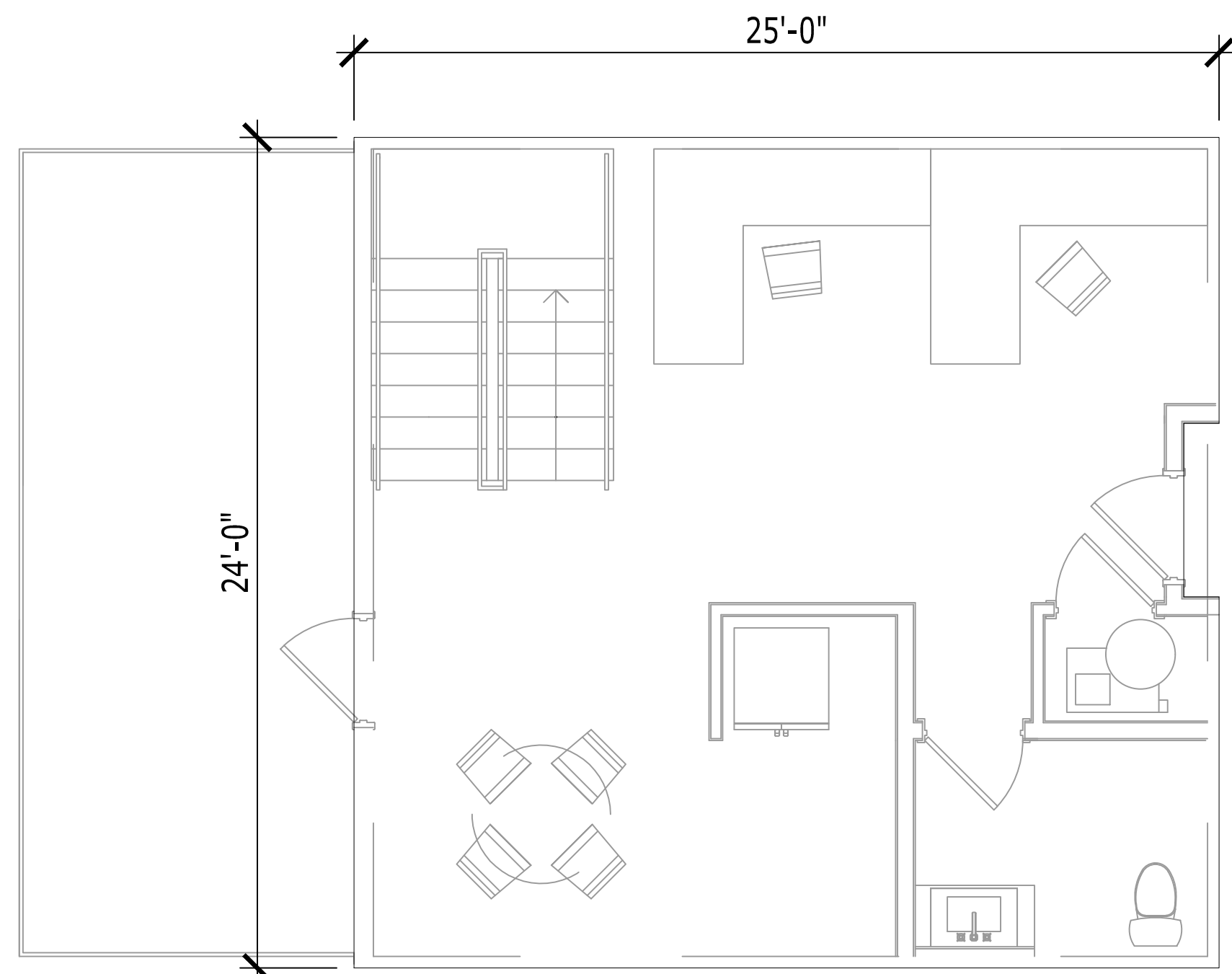


LEVEL 4

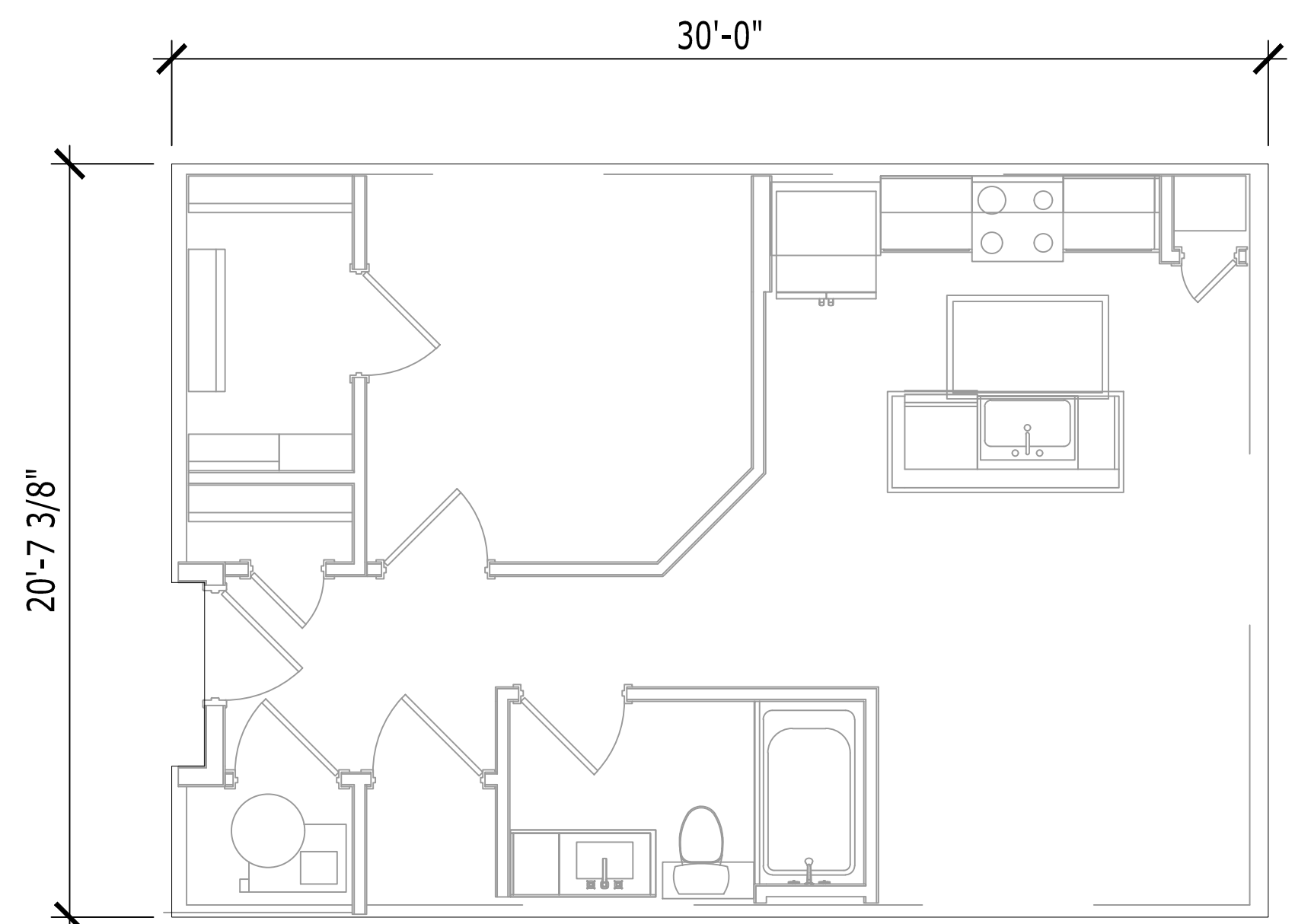


LEVEL 5

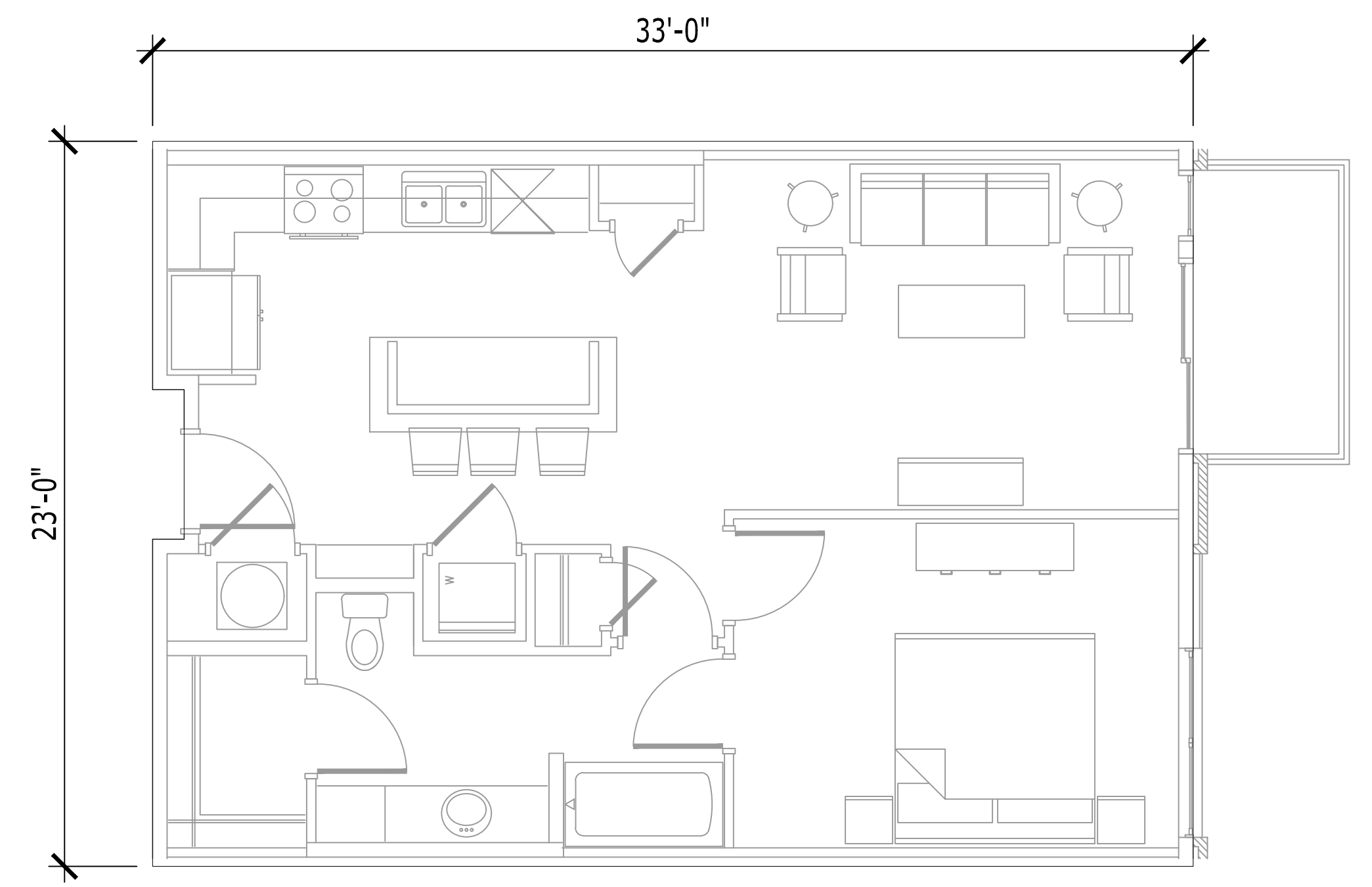




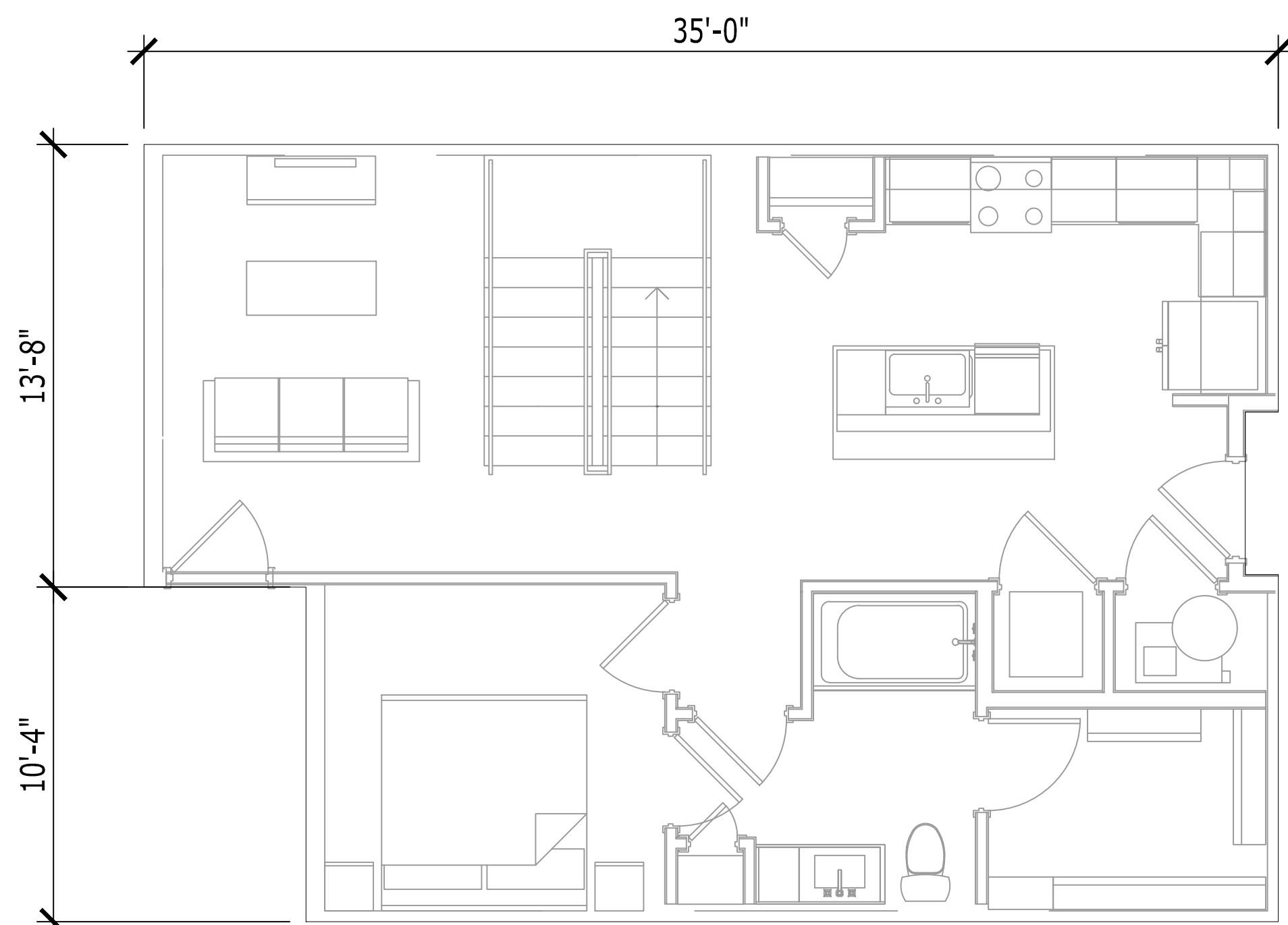
LIVE/WORK UNIT (LEVEL 5) - 1375 SF



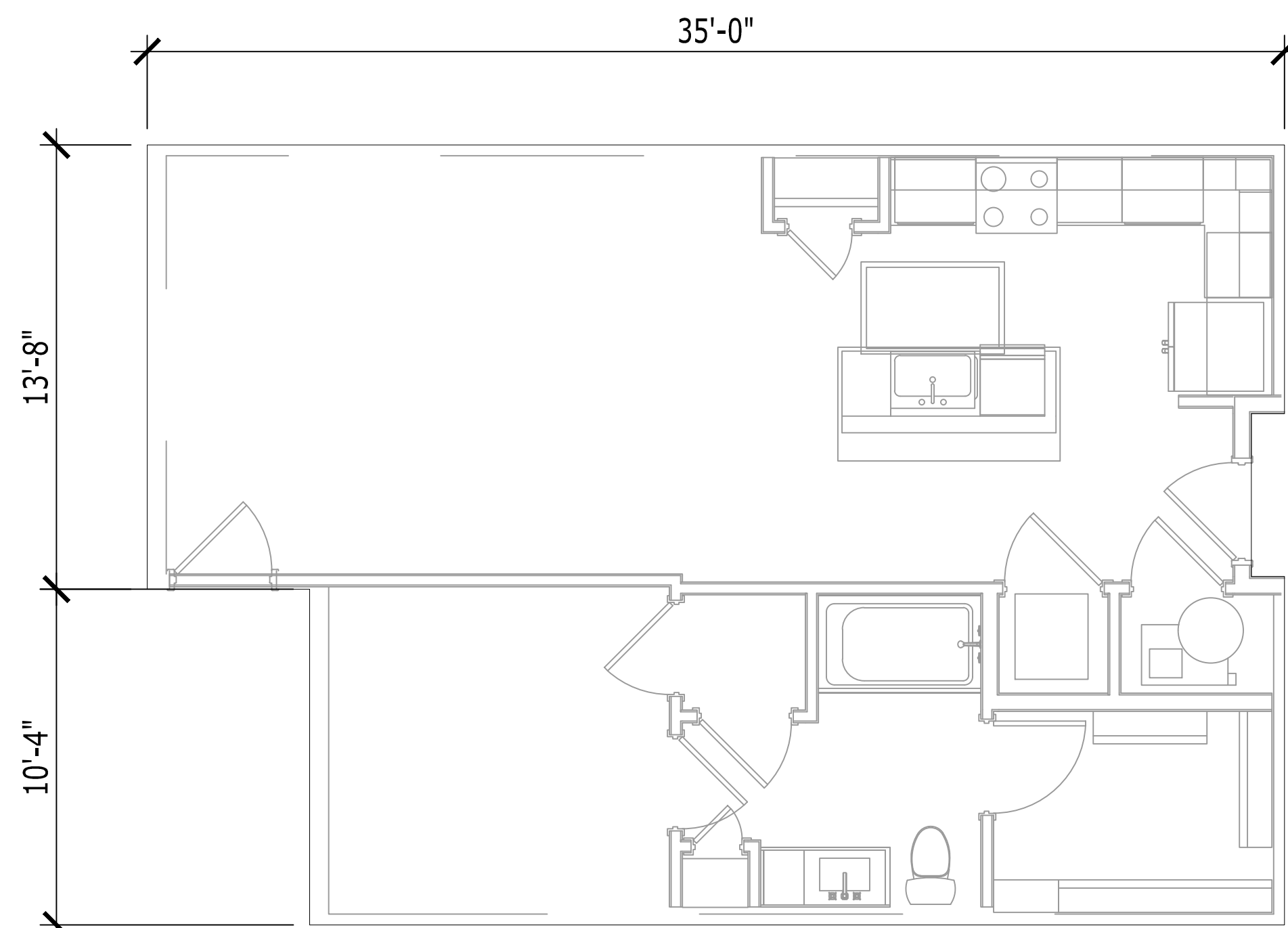
UNIT E1 PLANS - 540 SF



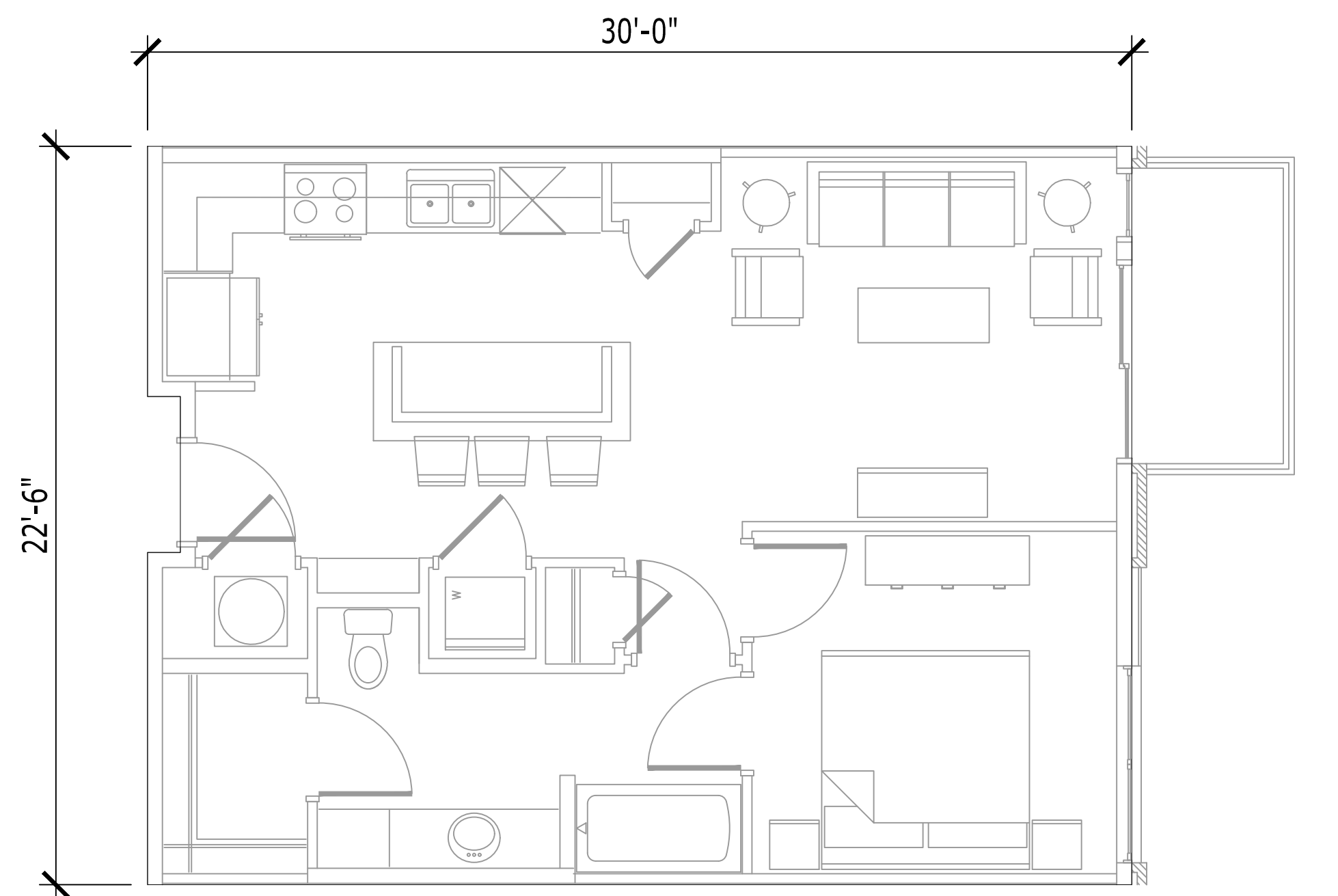
UNIT A3 PLANS - 759 SF



LIVE/WORK UNIT (LEVEL 4) - 1375 SF



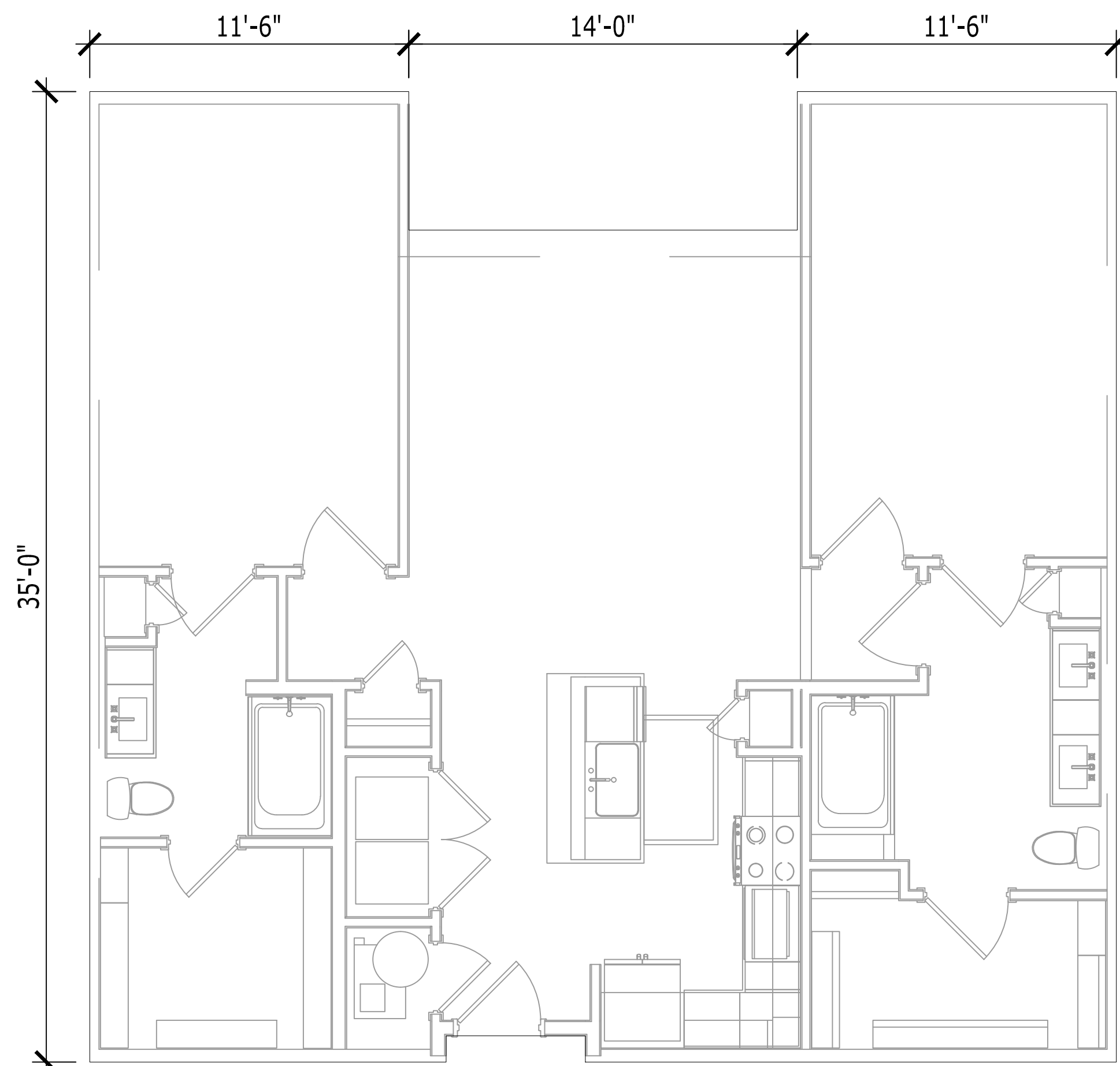
UNIT A4 PLANS - 780 SF



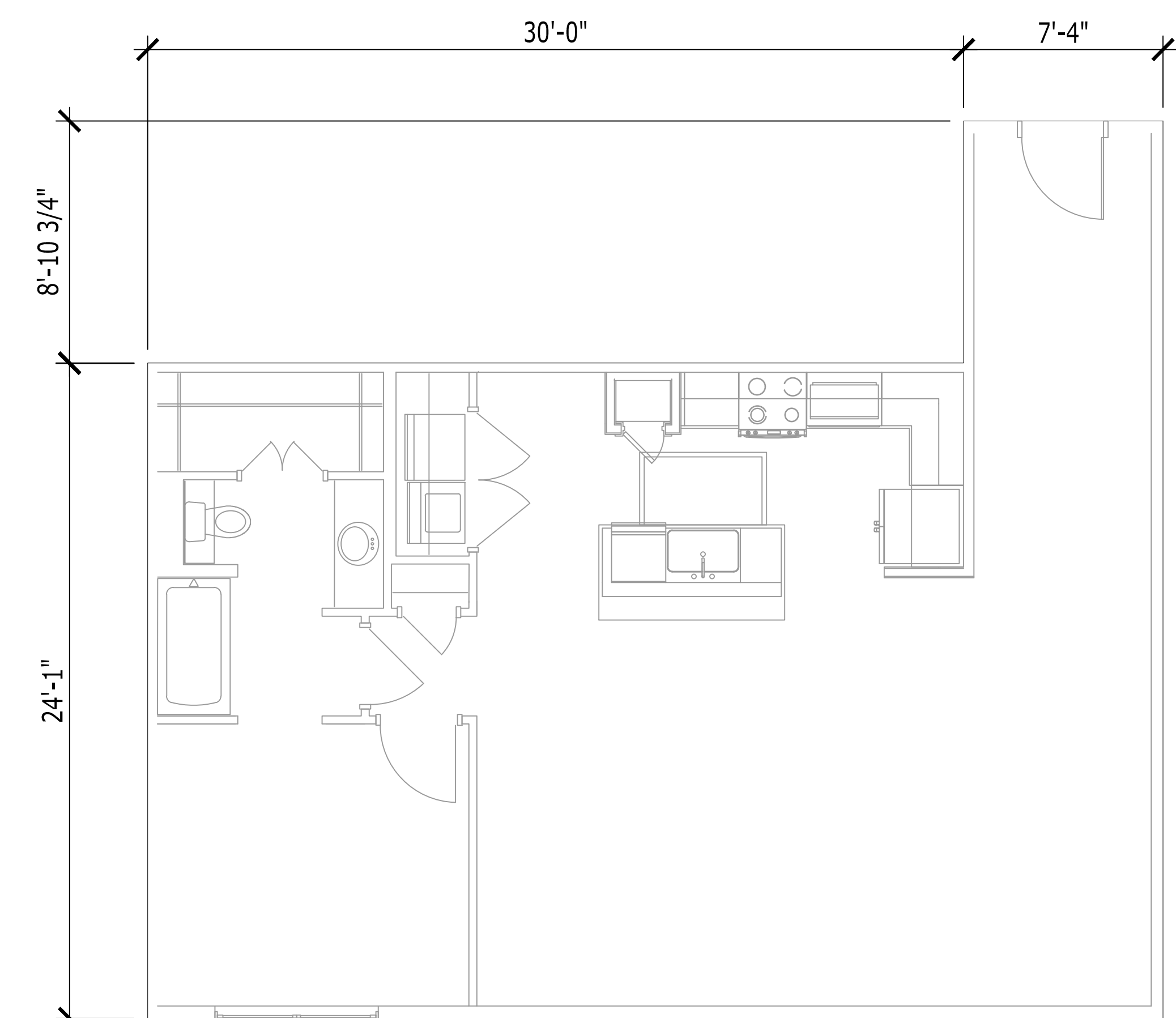
UNIT A1 PLANS - 670 SF



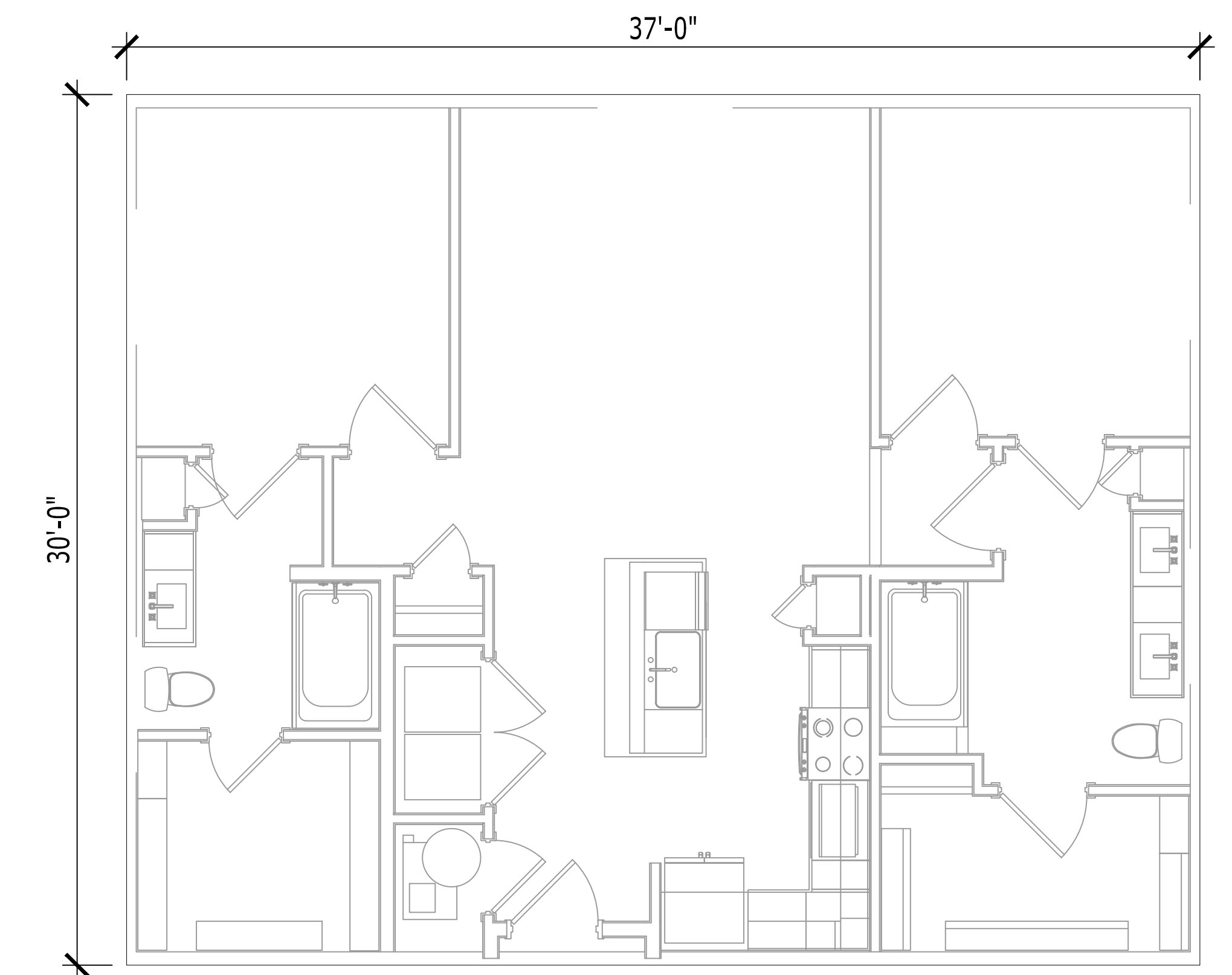




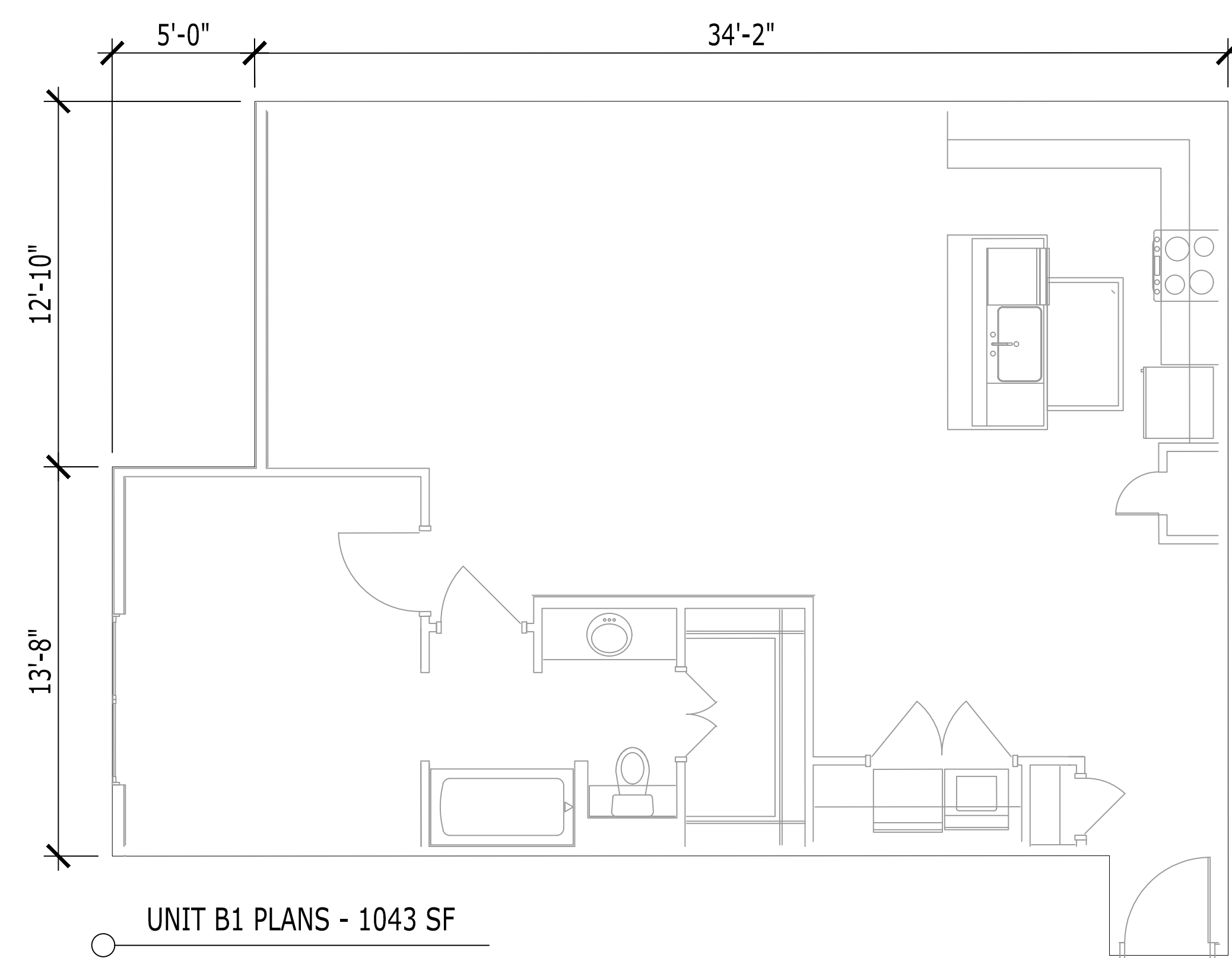
UNIT B8 PLANS - 1238 SF



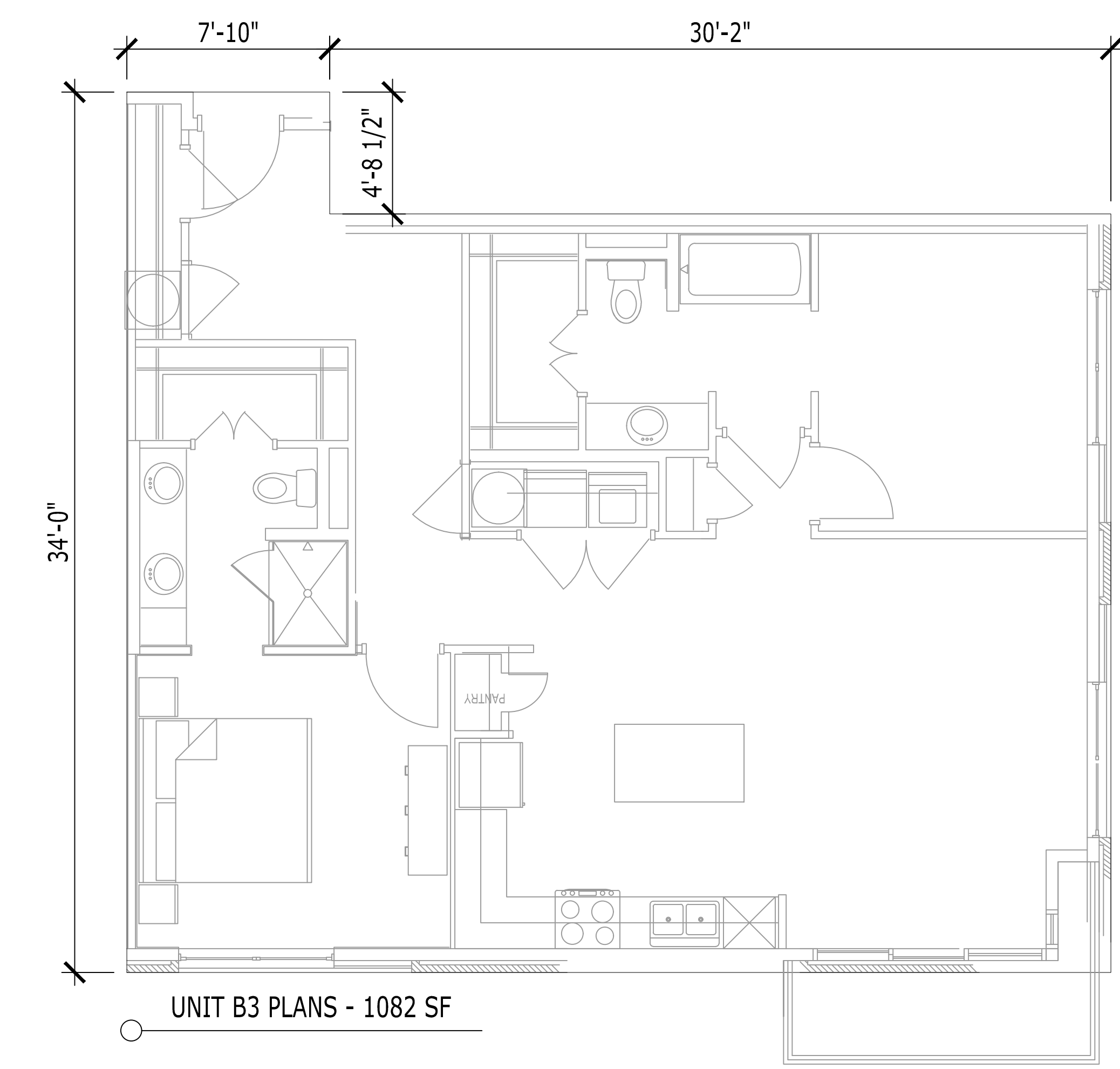
UNIT B6 PLANS - 1181 SF



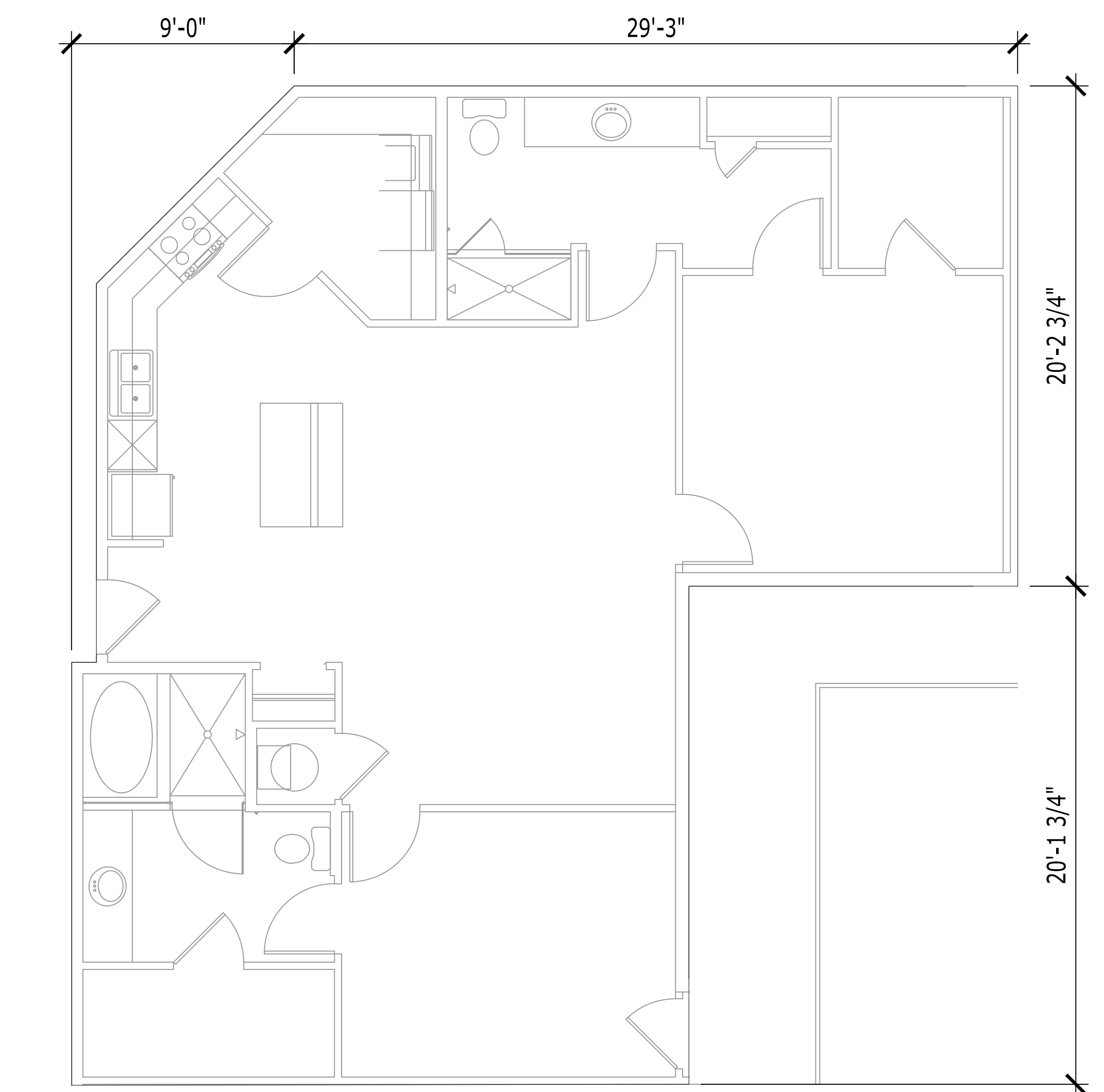
UNIT B2 PLANS - 1110 SF



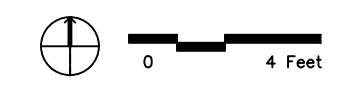
UNIT B1 PLANS - 1043 SF



UNIT B3 PLANS - 1082 SF



UNIT B7 PLANS - 1242 SF























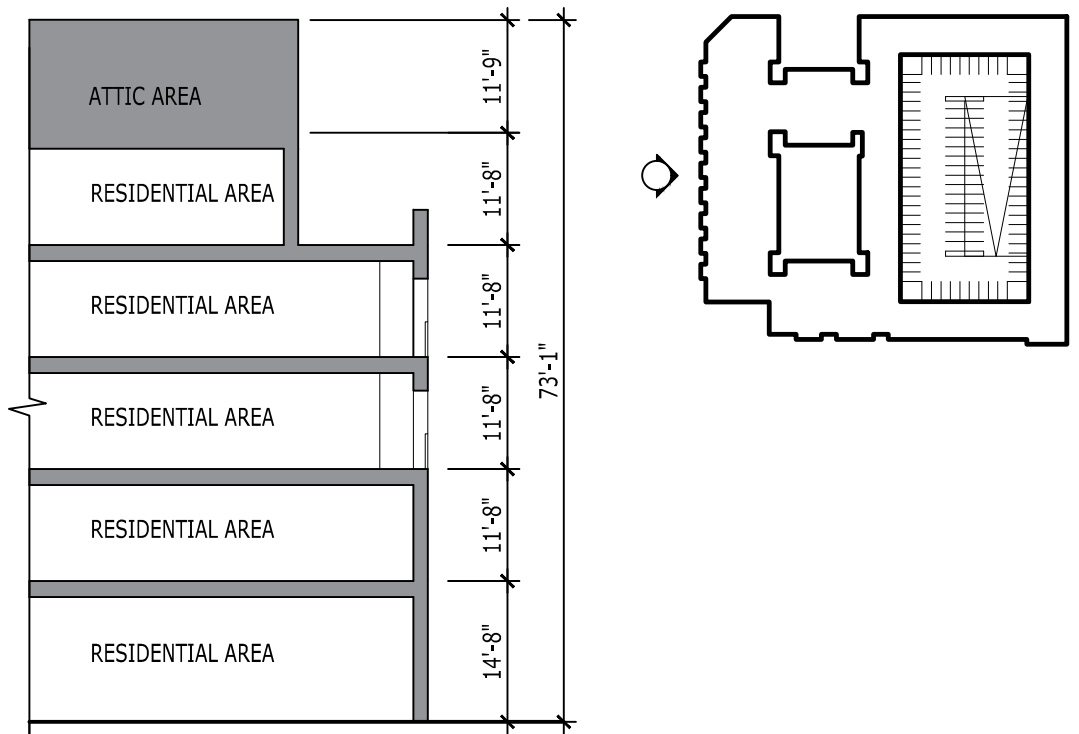




WEST ELEVATION

FACADE MATERIAL PERCENTAGES			
MASONRY	7,633 SF	36.48 PERCENT	*MASONRY EXCLUDING GLASS 59.26 PERCENT*
FIBER CEMENT PANEL	5,247 SF	25.07 PERCENT	
WINDOWS	8,046 SF	38.45 PERCENT	
TOTAL	20,926 SF	100 PERCENT	

\*MASONRY SHALL COMPRISE A MINIMUM OF 40% OF THE COMBINED AREA OF ALL FOUR PRIMARY ELEVATIONS, EXCLUSIVE OF GLASS.



PARTIAL SECTION AT WEST FACADE

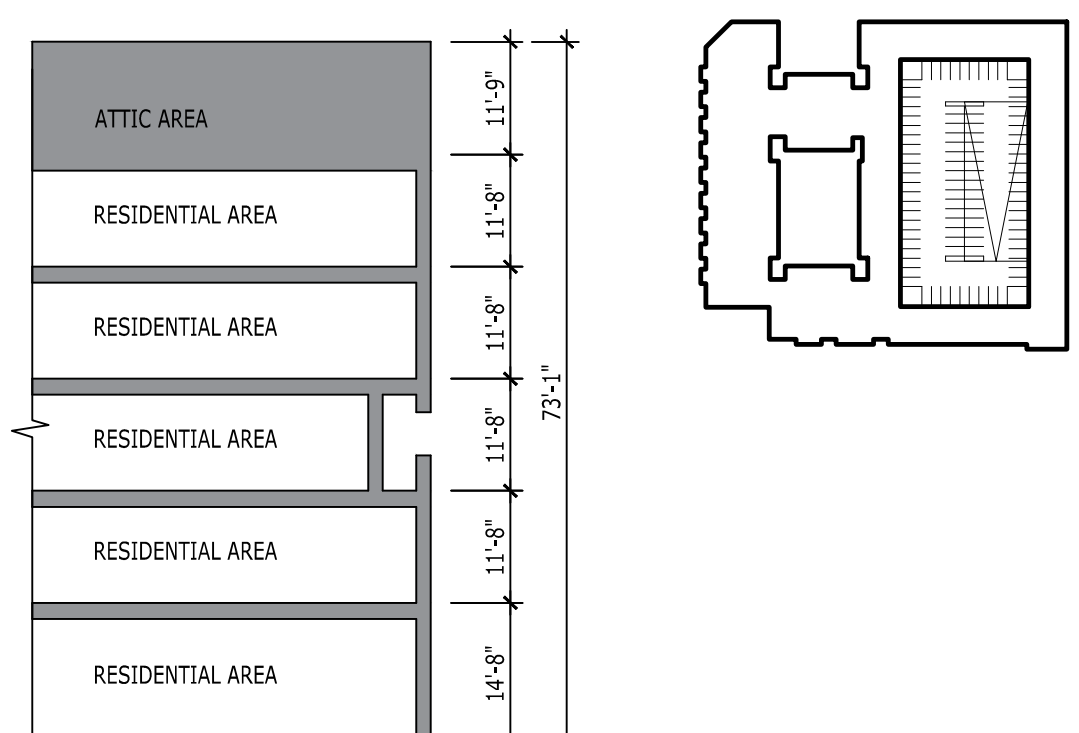
- ZONE OF ROOF-MOUNTED HVAC EQUIPMENT (BEHIND PARAPET)
- FIBER CEMENT PANEL WITH PAINTED METALLIC FINISH
- PAINTED METALLIC RAILING
- UNITIZED RESIDENTIAL WINDOWS
- FIBER CEMENT PANEL WITH WOOD-GRAIN FINISH
- BRICK 1 (PRIMARY)
- STEEL AWNING
- UNITIZED RESIDENTIAL WINDOWS
- GLASS ENTRY DOORS AT GROUND-LEVEL LIVE/WORK UNITS
- MASONRY OR CAST-IN-PLACE CONCRETE PLANTERS BETWEEN UNIT ENTRIES



EAST ELEVATION

FACADE MATERIAL PERCENTAGES			
MASONRY	4,080	19.41 PERCENT	*MASONRY EXCLUDING GLASS 31.88 PERCENT*
FIBER CEMENT PANEL	8,720 SF	41.49 PERCENT	
WINDOWS	8,217 SF	39.10 PERCENT	
TOTAL	21,017 SF	100 PERCENT	

\*MASONRY SHALL COMPRISE A MINIMUM OF 40% OF THE COMBINED AREA OF ALL FOUR PRIMARY ELEVATIONS, EXCLUSIVE OF GLASS.



PARTIAL SECTION AT EAST FACADE

- ZONE OF ROOF-MOUNTED HVAC EQUIPMENT (BEHIND PARAPET)
- FIBER CEMENT PANEL WITH PAINTED METALLIC FINISH
- UNITIZED RESIDENTIAL WINDOWS
- FIBER CEMENT PANEL WITH WOOD-GRAIN FINISH
- BRICK 1 (PRIMARY)
- STEEL AWNING
- UNITIZED RESIDENTIAL WINDOWS
- MASONRY OR CAST-IN-PLACE CONCRETE PLANTERS BETWEEN UNIT ENTRIES

- GENERAL NOTES:
- BUILDING TO COMPLY WITH THE 2018 IRC & 2017 NEC
  - BUILDING TO COMPLY WITH FAIR HOUSING LAW REQUIREMENTS AND THE TDLR-TAS 2012 REQUIREMENTS
  - BUILDING TO COMPLY WITH THE SPECIAL INSPECTION REQUIREMENTS OF IBC CHAPTER 17



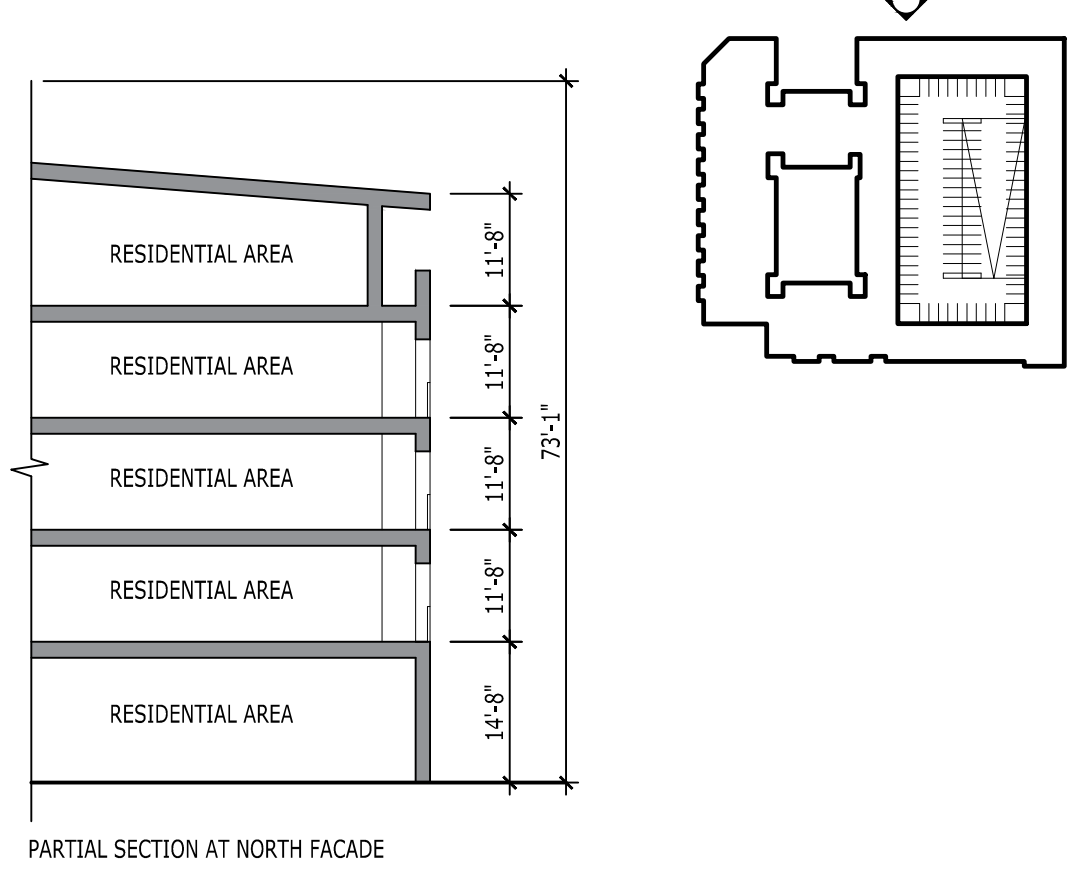




NORTH ELEVATION

FACADE MATERIAL PERCENTAGES			
MASONRY	8,089 SF	38.17 PERCENT	*MASONRY EXCLUDING GLASS 60.71 PERCENT*
FIBER CEMENT PANEL	5,234 SF	24.70 PERCENT	
WINDOWS	7,867 SF	37.13 PERCENT	
TOTAL	21,190 SF	100 PERCENT	

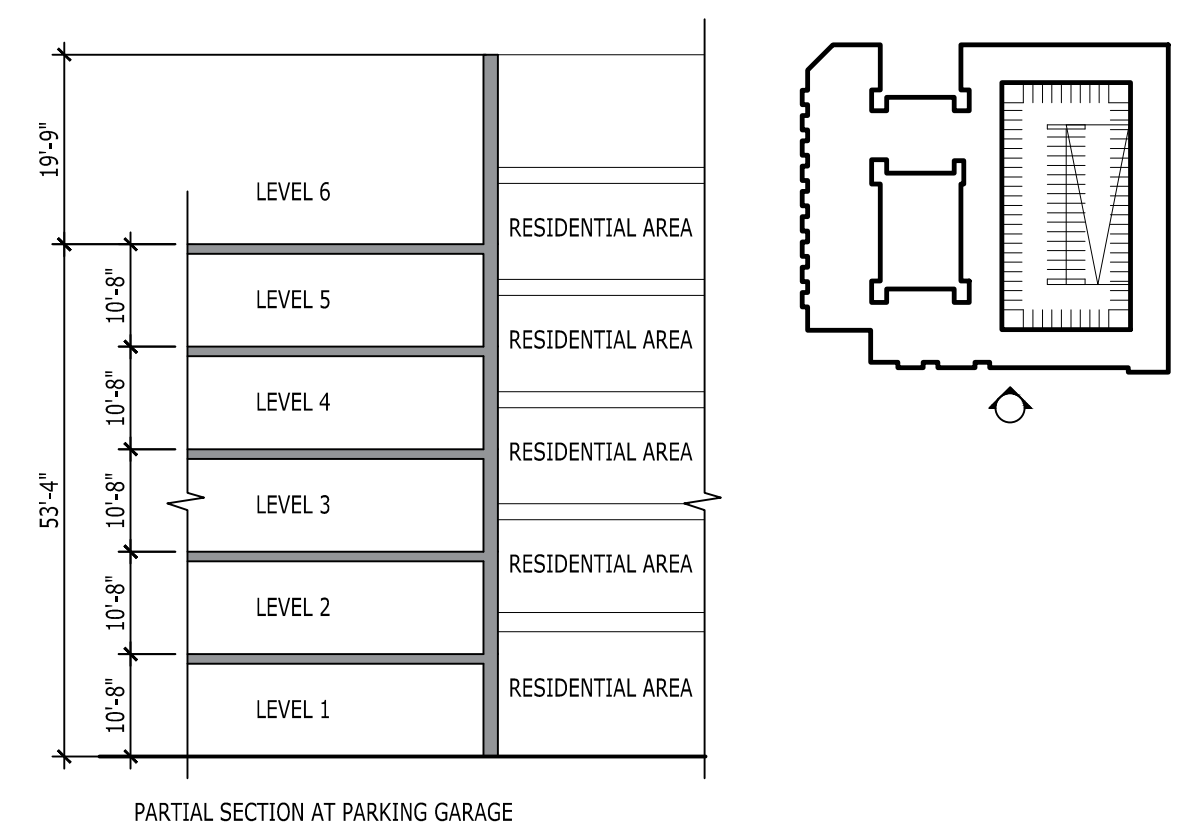
\*MASONRY SHALL COMPRISE A MINIMUM OF 40% OF THE COMBINED AREA OF ALL FOUR PRIMARY ELEVATIONS, EXCLUSIVE OF GLASS.



SOUTH ELEVATION

FACADE MATERIAL PERCENTAGES			
MASONRY	5,147 SF	26.78 PERCENT	*MASONRY EXCLUDING GLASS 39.19 PERCENT*
FIBER CEMENT PANEL	7,987 SF	41.56 PERCENT	
WINDOWS	6,084 SF	31.66 PERCENT	
TOTAL	19,218 SF	100 PERCENT	

\*MASONRY SHALL COMPRISE A MINIMUM OF 40% OF THE COMBINED AREA OF ALL FOUR PRIMARY ELEVATIONS, EXCLUSIVE OF GLASS.



- GENERAL NOTES:
- BUILDING TO COMPLY WITH THE 2018 IBC & 2017 NEC
  - BUILDING TO COMPLY WITH FAIR HOUSING LAW REQUIREMENTS AND THE TDLR-TAS 2012 REQUIREMENTS
  - BUILDING TO COMPLY WITH THE SPECIAL INSPECTION REQUIREMENTS OF IBC CHAPTER 17





NORTH PUBLIC SPACE AND LEASING OFFICE ENTRY



LOOKING WEST DOWN AIRPORT PARKWAY

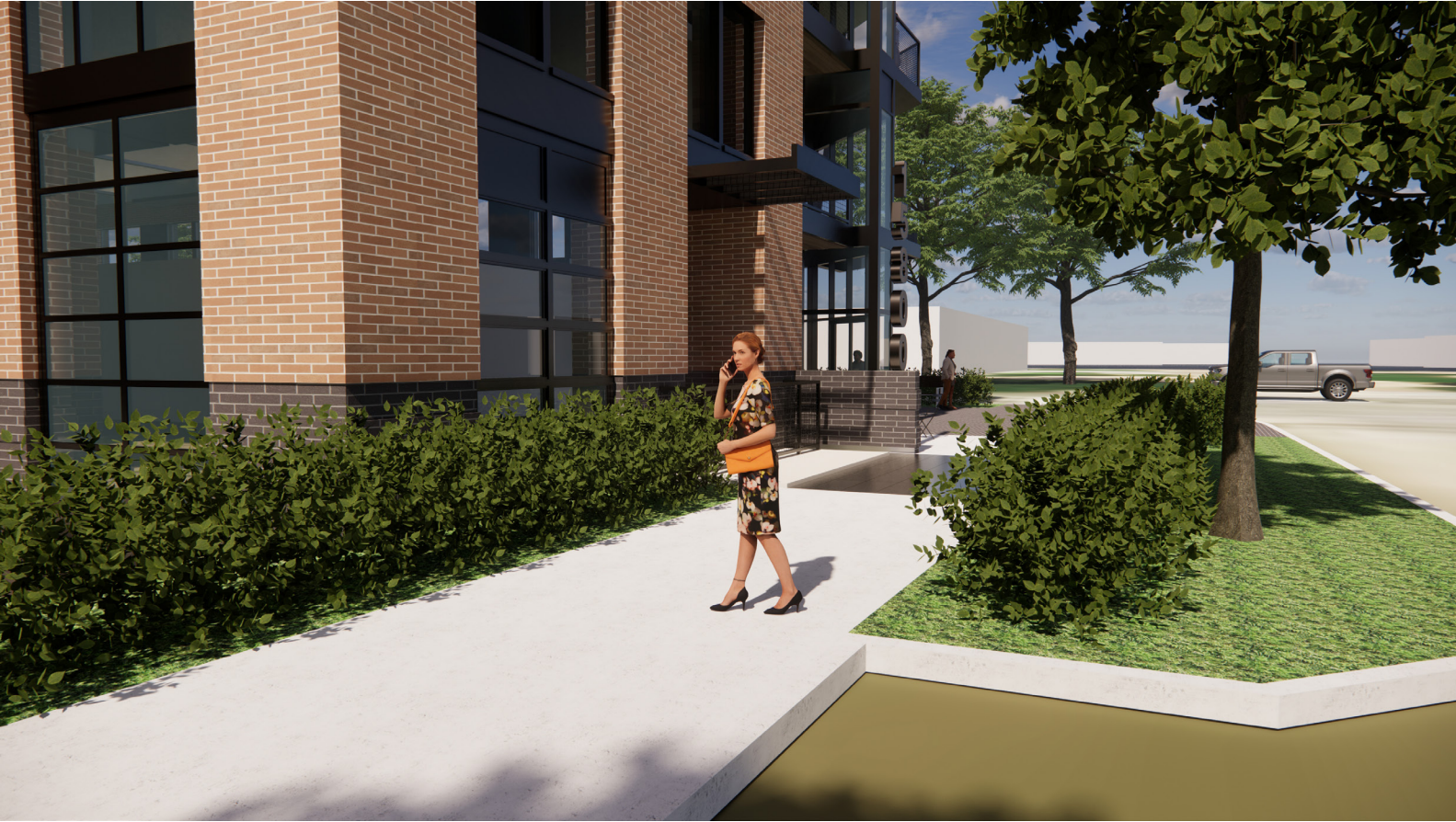




NORTH ENTRY



NORTH ENTRY





NORTH ELEVATION - PUBLIC OPEN SPACE



NORTH ELEVATION - PUBLIC OPEN SPACE





NORTH ELEVATION



VIEW FROM AIRPORT PARKWAY & ADDISON ROAD INTERSECTION





MAIN ENTRANCE FROM ADDISON ROAD



LOOKING NORTH DOWN ADDISON ROAD





WEST ELEVATION - ADDISON ROAD



SOUTHWEST CORNER





WEST ELEVATION - AERIAL VIEW



WEST ELEVATION - AERIAL VIEW





WEST ELEVATION - ROOF DECK



LOOKING SOUTH DOWN ADDISON RD.





**From:** Maryann Norwood [REDACTED]  
**Sent:** Tuesday, March 15, 2022 1:26 PM  
**To:** Ken Schmidt <kschmidt@addisontx.gov>  
**Subject:** Case No. 1843-Z/JPI Addison Heights

Mr. Schmidt:

I am writing to provide comments for the public hearing on the above referenced matter. I am requesting that these comments be read into the record of the hearing, as outlined in the Notice of Public Hearing for this matter – and I appreciate the opportunity to provide objections via email for this matter on behalf of the owner of the property at 15920 Addison Road, Addison, TX 75001, Dealers Assurance Company (“DAC”).

DAC strongly opposes the rezoning of the referenced property from Commercial-2 (C-2) to a Planned Development (PD) with modified Urban Center (UC) District standards for multifamily residential, live/work, and future retail uses. Allowing the construction of a multifamily development comprised of 287 dwelling units and approximately 5,000 square feet of future retail space, across the street from DAC’s property, will greatly and negatively impact the value of DAC’s property, as well as frustrate the business purpose of our property. Property values are likely to go down in the area if multifamily apartments or condominiums are built. Multifamily dwellings are inconsistent with the neighborhoods developed in the area.

The property for proposed rezoning is quite small, the proposed maximum number of dwelling units is unrealistic. The property will not be able to provide adequate parking (for both residential and retail use). Even a small garage for the apartments and the stores will not suffice. As you can understand, this would provide a great liability to our private property - likely necessitating additional security and a tow company, including the required signage and additional expenses. It is also likely that additional residences which likely cause an increase amount of in possible criminal activity (as DAC has already witnessed this phenomenon when an apartment complex was built behind our property).

Additionally, Airport Parkway cannot adequately handle the current traffic demand, is already suffering from abnormal wear and tear, with steady traffic entering and exiting the of apartment complex/retail facility, it will become increasingly inferior at serving the traffic which is already over-capacity. Traffic and safety of pedestrians are major areas of concern, and the relevant intersections are routinely blocked by traffic during rush hour.

Finally, DAC is currently on notice for extensive construction and possible property condemnation because of the Airport Revitalization Project. Have the coordinators for both of these projects even spoken with each other? As simultaneous construction on both fronts will render our property useless, will cause damage to our business, and will frustrate the very purpose of DAC’s purchase of the property – to operate a business in a business area. DAC will

likely already suffer a decrease in property value as a result of the City's project, and additional rezoning will only add greater depreciation.

DAC urges the Planning and Zoning commission to disapprove the proposed rezoning. I suspect the Commission will receive similar opinions from neighboring businesses – and I know that previous purchases of related properties for similar purposes have been rejected in the past.

Thank you. Please feel free to contact me if you have any questions or concerns.

Maryann Norwood  
Chief U.S. Counsel



**Maryann Norwood**

Chief U.S. Counsel and Corporate Secretary

P: 512.366.3041

C: 512.289.9792

This communication (including any attachments) may contain confidential or privileged information. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

**WARNING: This email is from an external source. Please DO NOT click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from any email. If you are unsure about the message, please click on the Phish Alert button above to report.**

**From:** Kent Hope [REDACTED]  
**Sent:** Monday, March 14, 2022 8:31 AM  
**To:** Ken Schmidt <kschmidt@addisontx.gov>  
**Subject:** Case No. 1843-Z/JPI Addison Heights

I received a planning and zoning commission notice of public hearing concerning the subject case. I am in favor the requested rezoning application.

S. Kent Hope  
P. O. Box 427  
Addison, TX 75001  
972-239-1324 off

**WARNING:** This email is from an external source. Please DO NOT click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from any email. If you are unsure about the message, please click on the **Phish Alert** button above to report.

## Council Meeting

9.

Meeting Date: 04/12/2022

Department: Development Services

---

### AGENDA CAPTION:

Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Benihana, a Restaurant Located at 5000 Belt Line Road, Suite 600, in Order to Exceed the Maximum Letter Height for Attached Premise Signs. Case MR2022-04/Benihana.

### BACKGROUND:

Benihana is a sushi and Japanese steakhouse that is currently remodeling the former Kobe Steaks Japanese Restaurant located in the Addison Walk retail center at 5000 Belt line Road, Suite 600. Benihana plans to open for business this summer and one of their remaining tasks for the project is to obtain permits for the installation of attached premise signage.

In January 2004, the Town approved a Special Sign District that established customized sign regulations for signage within the Addison Walk retail center. For attached premise signs, the Special Sign District established maximum letter heights based on the size and location of the storefront within the development. Benihana's lease space is one of the largest and most prominently situated storefronts in Addison Walk. The Special Sign District allows for a more prominent treatment of this space by permitting a maximum letter height of 3 feet for attached premise signs on this façade.

Benihana has requested a meritorious exception to the sign code in order to permit a maximum letter height of 4 feet for their proposed attached premise sign. They believe this request is appropriate because the lettering appears too small for the Benihana brand and their proposed sign accommodates less sign area than the signage of the previous tenant.

The applicant is pursuing a Meritorious Exception to the sign code in accordance with the code provisions stated below:

#### Town of Addison Code of Ordinances, Chapter 62 (Signs)

Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or

unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Staff does not believe that the hardship criteria of the Meritorious Exception requirements is applicable to this request. The Addison Walk Special Sign District already permits a letter height that is 6 – 12 inches taller than what would be permitted by applying the Town's base sign regulations at this location. Approving larger lettering for this sign would result in a sign that is out of scale with all other attached premise signs in the well-established Addison Walk retail center, which currently accommodates attached premise signs ranging from 2 – 3 feet in letter height.

**RECOMMENDATION:**

Administration recommends denial.

---

**Attachments**

Presentation - Meritorious Exception for Benihana  
Ordinance - Meritorious Exception for Benihana  
Plans - Meritorious Exception for Benihana

---



**Benihana  
Meritorious Exception  
(MR2022-04)**

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

# Case MR2022-04 Benihana

ADDISON

## LOCATION:

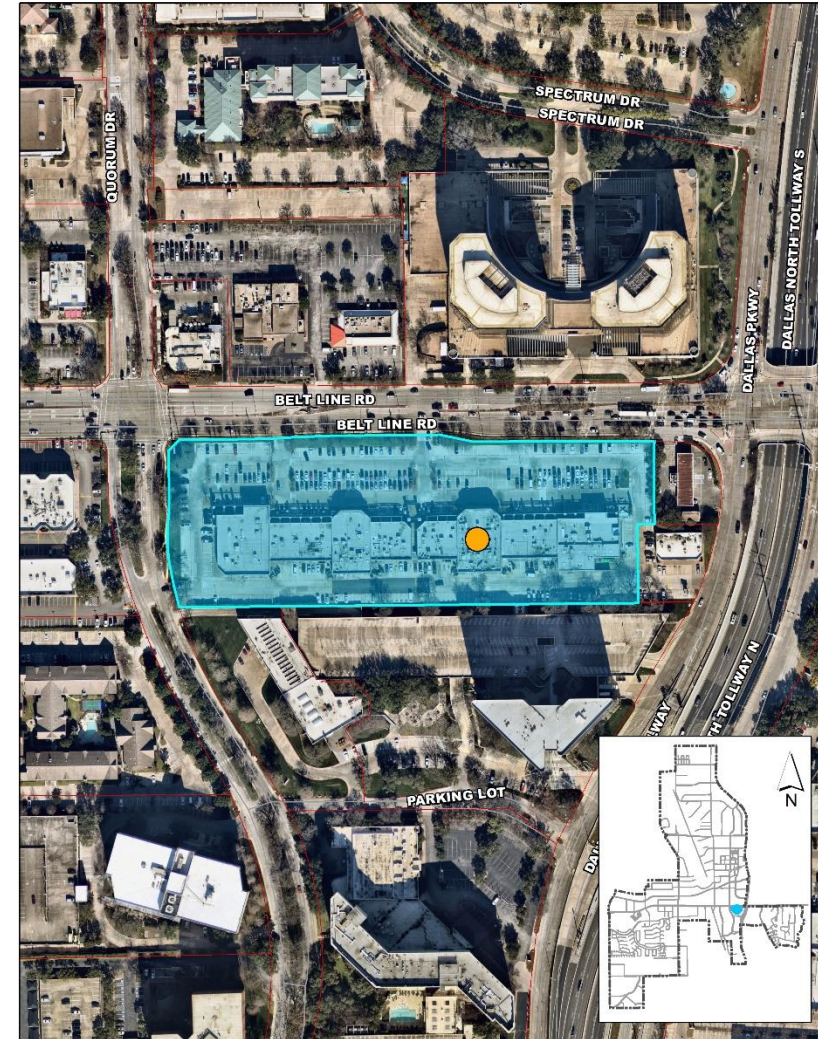
5000 Belt Line Road, Suite 600

## REQUEST:

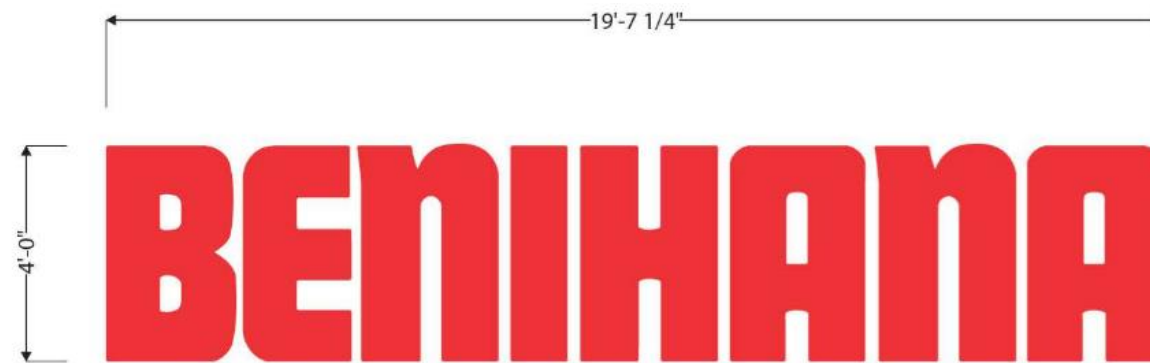
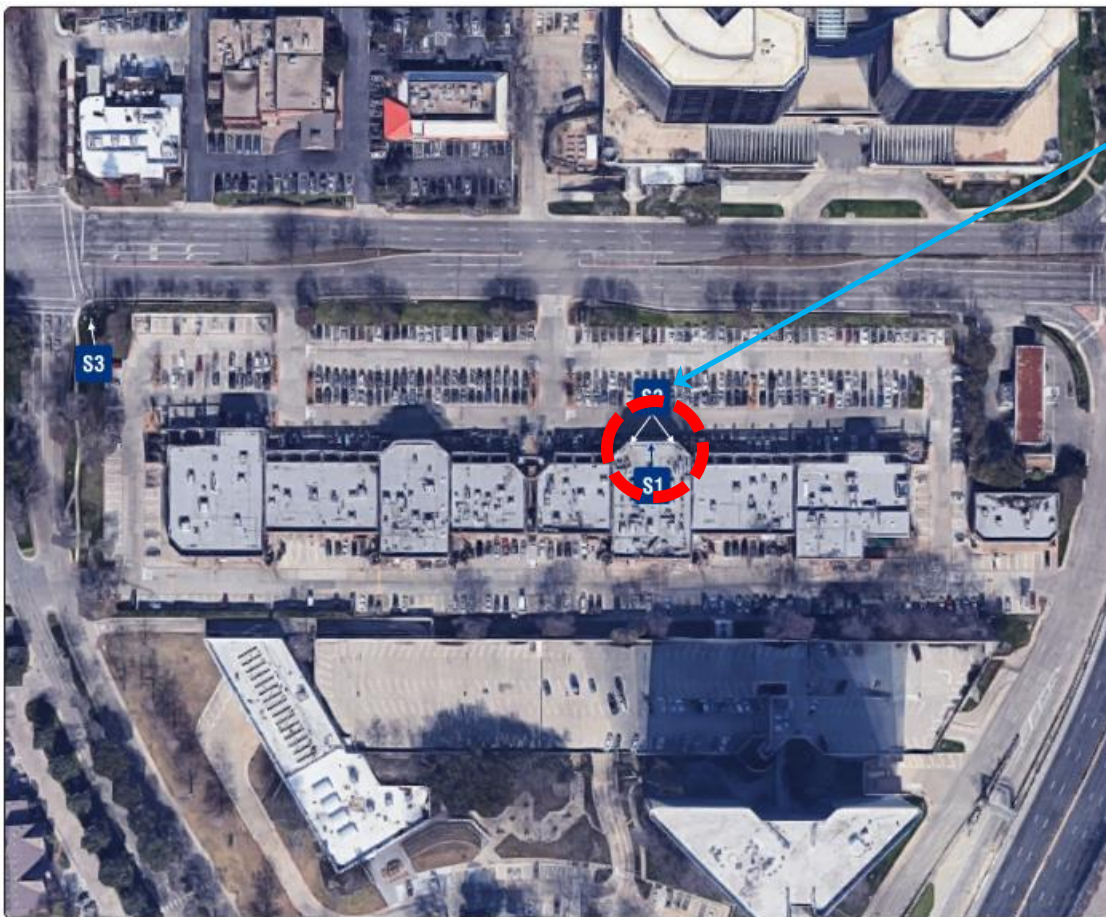
Approval of a Meritorious Exception for an attached premise sign for Benihana.

## ACTION REQUIRED:

Discuss and consider action on the appropriateness of the proposed sign code meritorious exception request.



## Attached Premise Sign Location



FRONT VIEW

78.42 Sq. Ft.

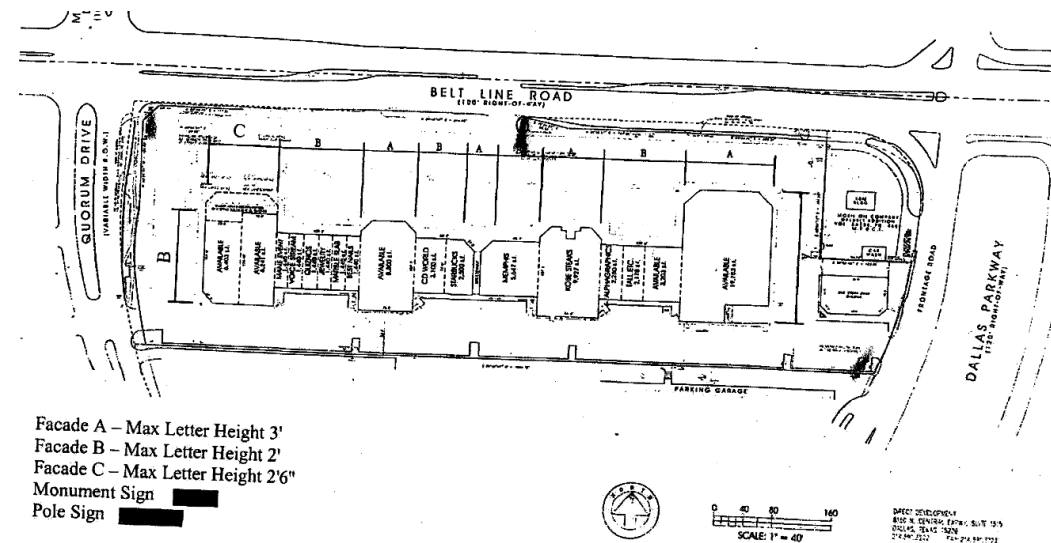


# Case MR2022-04 Benihana

ADDISON

## SIGN CODE COMPLIANCE ISSUES – ADDISON WALK SPECIAL SIGN DISTRICT

- Maximum letter height for attached premise signs on “A” facades
  - Permitted = 3 feet
  - Proposed = 4 feet
- Applicant Justification:
  - Lettering appears too small for the Benihana brand and proposed sign accommodates less sign area than previous tenant signage (Kobe Steaks)



# Case MR2022-01 Addison Grove

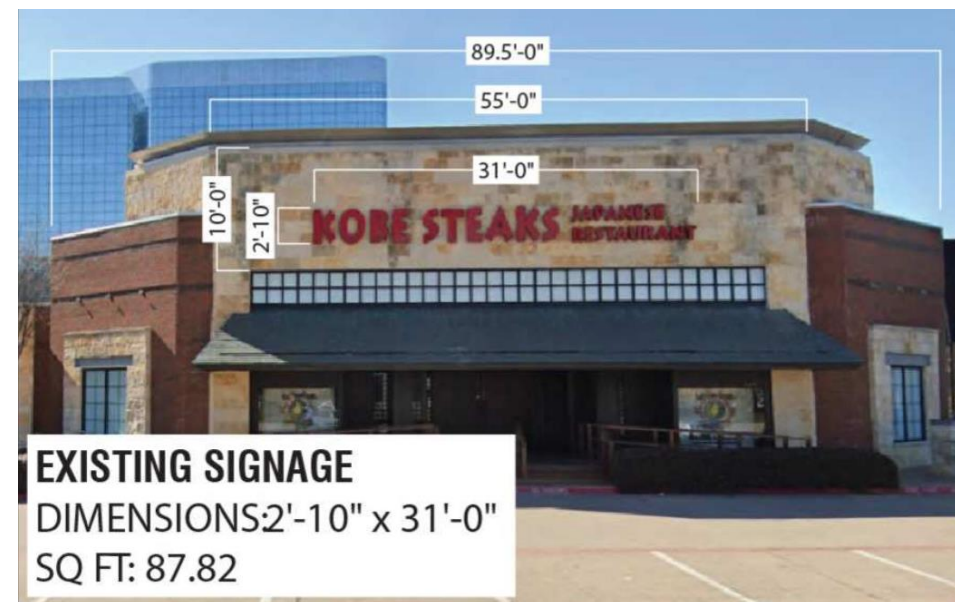
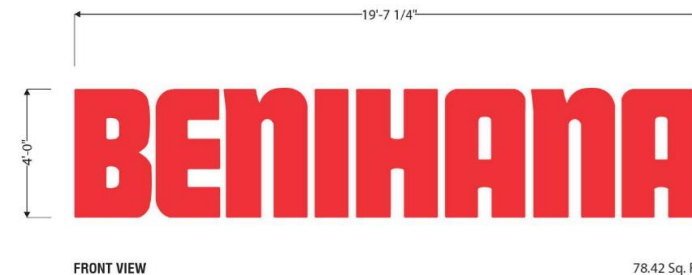
ADDISON

## MERITORIOUS EXCEPTION CRITERIA:

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

## Proposal does not meet hardship criteria

- Letter size would be inconsistent with all other signage throughout the Addison Walk retail center
- 3 foot maximum letter height permitted by the Addison Walk Special Sign District is already 6 – 12 inches taller than the maximum letter height permitted by the base sign code at this location





## RECOMMENDATION:

Staff recommends **denial of the request.**

The permitted letter height for this sign is already larger than similarly situated signs in Addison. Increasing the permitted letter height would result in a design that is inconsistent with all other signage in this center.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR BENIHANA, A RESTAURANT LOCATED AT 5000 BELT LINE ROAD, SUITE 600, TO EXCEED THE MAXIMUM LETTER HEIGHT FOR ATTACHED PREMISE SIGNS; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

**WHEREAS**, Section 62-33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

**WHEREAS**, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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

**SECTION 1.** The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**SECTION 2.** A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted to permit a 48 inch maximum letter height for an attached premise sign as depicted in **Exhibit A**, for Benihana, a restaurant located at 5000 Belt Line Road, Suite 600. Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

**SECTION 3.** Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 4.** This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the 12<sup>TH</sup> day of APRIL 2022.

**TOWN OF ADDISON, TEXAS**

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

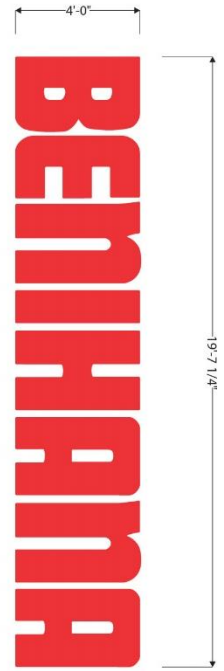
**ATTEST:**

**APPROVED AS TO FORM:**

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

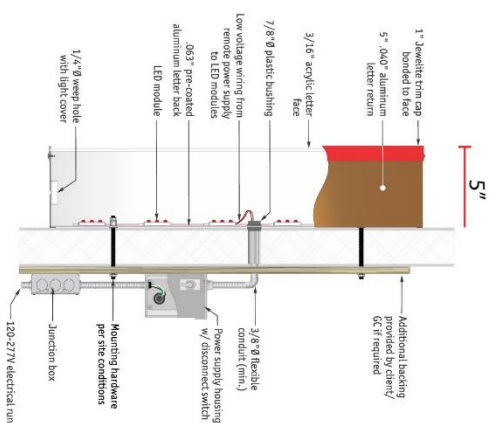
\_\_\_\_\_  
Whitt Wyatt, City Attorney

**EXHIBIT A**



FACE-LIT CHANNEL LETTERS  
BRONZE RETURNS  
INTERNAL ILLUMINATION

- SPECIFICATIONS**
- Face: 3/16" #2793 Red acrylic
  - Returns: 040" pre-coated bronze aluminum coil
  - Trim Cap: 1" Red Javelite
  - Back: 063" pre-coated white aluminum
  - LEDs: Red modules



SECTION DETAIL



132" stepback from street

**High Value Signs**  
 Excellence in Innovation & Service  
 8409 Stealing St. Suite B, Irving TX 75063  
 972-915-6970 | info@highvaluesigns.com  
 www.highvaluesigns.com

\*\*\*\*\* **REVIEW PROOF CAREFULLY!** Production cannot begin until we receive your authorization that the Proof is accurate \*\*\*\*\*

Customer: Blair Image	<input type="checkbox"/> Approved	Signature:
Designer: Ashlon Neu	<input type="checkbox"/> Revise & Resend	Today's Date:
Sales: Myra Brown	Changes Needed (if any) - note here or mark image above:	

All artwork is property of High Value Signs and cannot be reproduced without prior written permission from High Value Signs. High Value Signs reserves the right to make minor changes, if needed, to the proposed signs during the production process. Actual color may vary due to materials, coatings, substrates, lighting, screen resolution, and reflection of surrounding color. Rendering is not a guarantee of scale or color. Signs are produced only from an Approved Proof - not from emails nor verbal conversations. Be sure the above is exactly what you want. Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, website: www.dli.texas.gov TSLC #18778





SCHEDULE		
<b>S1</b>	BEN-CL-FL-R-BR-48	1 REQ'D
<b>S2</b>	CUSTOM HALO-LIT WINDOW SIGNS	2 REQ'D
<b>S3</b>	TENANT PANELS	2 REQ'D

These drawings are not for construction purposes. The information contained herein is intended to express design intent only. This original design is the sole property of Blair Image Elements. It cannot be reproduced, copied or exhibited, in whole or in part, without first obtaining written consent from Blair Image Elements.



STORE #: N/A  
5000 Belt Line Rd, Suite 600  
Addison, TX 75254

Issue Date: 10/19/21		
Drawn By: EBD		
REV	DATE	DESCRIPTION
1	11/11/21	UPDATED S1 SIZE, ADDED CODE CHECK.
2	12/07/21	UPDATED S1 SIZED, REMOVED S2 OPTION 2.

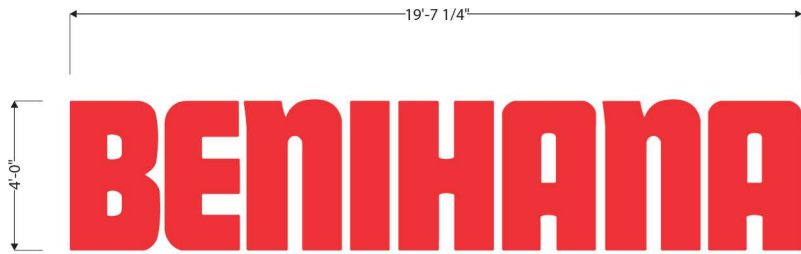
**SITE PLAN / SIGN SCHEDULE**

Doc #: AD-BEN-98057-211019-2  
Blair Project #: 98057  
Blair Sales Order #: N/A

Blair Image Elements  
5107 Kissell Avenue  
Altoona, PA 16601  
P: (814) 949.8287  
blairimage.com







FRONT VIEW

78.42 Sq. Ft.

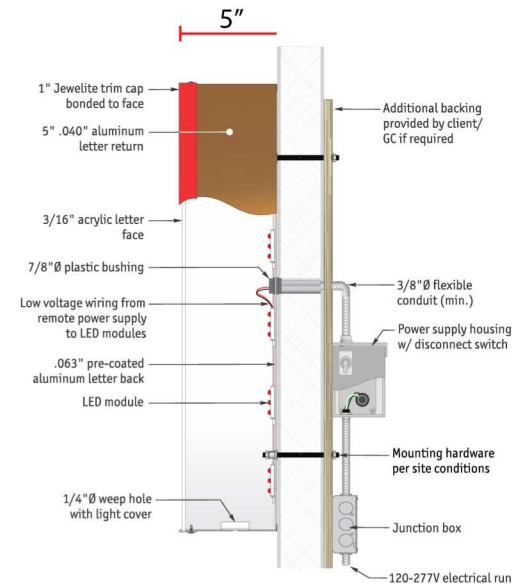
SCALE: 3/8" = 1'

FACE-LIT CHANNEL LETTERS  
BRONZE RETURNS  
INTERNAL ILLUMINATION

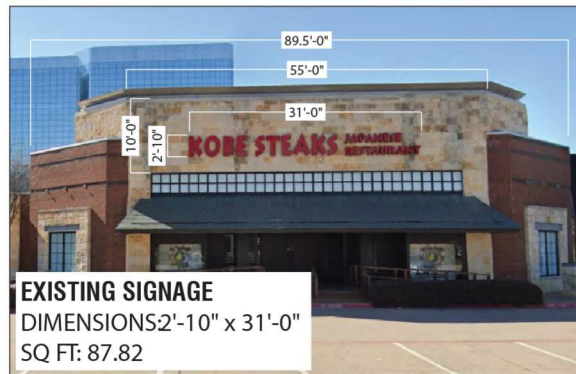
**SPECIFICATIONS**

- Face: 3/16" #2793 Red acrylic
- Returns: .040" pre-coated bronze aluminum coil
- Trim Cap: 1" Red Jewelite
- Back: .063" pre-coated white aluminum
- LEDs: Red modules

**SECTION DETAIL**



132' stepback from street



**EXISTING SIGNAGE**  
DIMENSIONS: 2'-10" x 31'-0"  
SQ FT: 87.82



**PROPOSED SIGNAGE**  
DIMENSIONS: 4'-0" x 19'-7 1/4"  
SQ FT: 78.42



8409 Sterling St. Suite B, Irving TX 75063  
972-915-6970 | info@highvaluesigns.com  
www.highvaluesigns.com

<b>*****REVIEW PROOF CAREFULLY! Production cannot begin until we receive your authorization that the Proof is accurate*****</b>		
Customer: Blair Image	<input type="checkbox"/> Approved	Signature:
Designer: Ashton Neu	<input type="checkbox"/> Revise & Resend	Today's Date:
Sales: Myra Brown	Changes Needed (if any) - note here or mark image above:	

All artwork is property of High Value Signs and cannot be reproduced without prior written permission from High Value Signs. High Value Signs reserves the right to make minor changes, if needed, to the proposed signs during the production process. Actual color may vary due to materials, coatings, substrates, lighting, screen resolution, and reflection of surrounding color. Rendering is not a guarantee of scale or color. Signs are produced only from an Approved Proof - not from emails nor verbal conversations. Be sure the above is exactly what you want. Regulated by the Texas Department of Licensing and Regulation. P.O. Box 12157, Austin, Texas 78711. 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov TSC# 18778

## Council Meeting

10.

**Meeting Date:** 04/12/2022

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management  
Excellence in Transportation Systems

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems  
Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

---

### **AGENDA CAPTION:**

Present. Discuss, and Consider Action on a **Resolution Approving a Project Specific Agreement for Asphalt Repair Along Approximately Two Miles of Addison Road Between the Northern Dallas County Limit and Arapaho Road in Conformance with the Master Interlocal Agreement Between the Town of Addison and Dallas County for the Joint Funding of Transportation Improvements Within the City; Providing for a Total Project Budget of Approximately \$993,000 to be Jointly Paid by the City and Dallas County; Authorizing the City Manager to Execute the Agreement for the Receipt of Funding** in an Amount Not to Exceed \$496,500.

### **BACKGROUND:**

The purpose of this item is to authorize the City Manager to execute a Project Specific Agreement (PSA) with Dallas County to accept an amount not to exceed \$496,500 of Dallas County funds for maintenance costs on Addison Road.

In September 2017, Addison City Council approved a master interlocal agreement with Dallas County for transportation-related maintenance on certain designated roadways. Dallas County approved the master agreement by Commissioners Court Order 2017-159 on November 21, 2017. This master agreement allows the Town to enter into subsequent PSAs with Dallas County for funding of eligible road maintenance project costs.

In the fiscal year 2022 budget, Council allocated \$1M in additional funds to perform necessary repairs to Addison Road. Under the terms of this PSA, Dallas County will provide 50/50 matching funding for these repairs in an amount up to \$496,500 on a reimbursement basis. The construction is anticipated to take 60-90 days to complete and will begin shortly after Dallas County executes the PSA.

### **RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Project Specific Agreement Addison Road Maintenance  
Dallas County Master Agreement

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROJECT SPECIFIC AGREEMENT FOR ASPHALT REPAIR ALONG APPROXIMATELY TWO MILES OF ADDISON ROAD BETWEEN THE NORTHERN DALLAS COUNTY LIMIT AND ARAPHAHO ROAD IN CONFORMANCE WITH THE MASTER INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY FOR THE JOINT FUNDING OF TRANSPORTATION IMPROVEMENTS WITHIN THE CITY; PROVIDING FOR A TOTAL PROJECT BUDGET OF APPROXIMATELY \$993,000 TO BE JOINTLY PAID BY THE CITY AND DALLAS COUNTY; PROVIDING FOR THE CITY'S PORTION OF THE PROJECT FUNDING IN AN AMOUNT NOT TO EXCEED \$496,500; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison ("City") previously entered into a Master Interlocal Agreement with Dallas County ("County") on November 21, 2017 (the "Master Interlocal Agreement"), providing for joint funding of qualifying road and bridge maintenance projects; and

**WHEREAS**, the City Council desires to enter into a project specific agreement (the "PSA") in conformance with the Master Interlocal Agreement to provide joint funding for an asphalt repair project along an approximately two mile portion of Addison Road between the northern Dallas County limit and Arapaho Road, as more particularly described herein (the "Project").

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

**SECTION 1.** The City Council hereby approves the PSA between the City and the County providing for joint funding of an asphalt repair project along an approximately two mile portion of Addison Road between the northern Dallas County limit and Arapaho Road, as more particularly described and depicted in Attachments A (Project Description) and B (Project Map) to the PSA, a copy of which is attached to this Resolution as **Exhibit A**. The total budget for the Project is established as \$993,000, with the City's portion of the joint Project funding hereby authorized in an amount not-to-exceed of \$496,500. The City Manager is 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 12<sup>th</sup> day of APRIL 2022.

**TOWN OF ADDISON, TEXAS**

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

**ATTEST:**

---

Irma Parker, City Secretary



EXHIBIT A

**PROJECT SPECIFIC AGREEMENT  
RE: ADDISON ROAD, "TYPE B" PUBLIC ROADWAY -- MADE PURSUANT TO  
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT  
BETWEEN DALLAS COUNTY, TEXAS AND TOWN OF ADDISON, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the Town of Addison, Texas (hereinafter "Town"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on public roadway in the Town of Addison ("Project") set forth and described in Attachment "A" which is incorporated herein by reference.

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, on November 21, 2017, County and Town entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of Town; and

**WHEREAS**, Town now desires County to provide partial funding for such a duly qualified project consisting of repair of designated blocks of enumerated public roadway situated in the Town of Addison, Texas, as more fully described in Attachments "A" and "B."

**NOW THEREFORE THIS PSA** is made by and entered into by County and Town for the mutual consideration stated herein.

**Witnesseth**

**Article I**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein by reference. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

This PSA incorporates by reference, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order 2017-1529 dated November 21, 2017, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A").

## EXHIBIT A

### **Article III**

#### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by Town or upon the terms and conditions in the Master Agreement.

### **Article IV**

#### **Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the Town of Addison, Texas. The Project shall consist of full-depth asphalt spot repairs on a two-mile stretch of Addison Road from the northern Dallas County boundary line to Arapaho Road in the Town of Addison, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B," which are attached hereto and incorporated herein by reference. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the Town and County. The Town has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

### **Article V**

#### **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this PSA, specifically including any funding by Town of the Project in the event that the Town is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## EXHIBIT A

### **Article VI** **Agreements**

#### I. Town's Responsibilities:

1. Town, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance, repairs, improvements, or construction of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated materials, or other environmental hazard on or near the Project site; (f) providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner; and (g) funding the purchase of all materials necessary to perform the Project construction.
2. Town shall further be responsible for maintaining the project site once the Project is completed.

#### II. County Responsibilities:

1. County shall be a funding participant.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the Town regarding this PSA. Town agrees that all related records shall be retained for a period of time not less than four (4) years from the date of termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to Town for comment.

#### III. Funding:

County and Town mutually agree that the initial and anticipated Project cost is approximately \$993,000.00 as set forth in Attachment "A." The parties hereto further agree that Town shall be responsible to pay \$496,500.00. County shall contribute an amount not to exceed \$496,500.00 to be paid from Fund 105.2520.

Town and County further agree as follows:

Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and Town shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.

EXHIBIT A

**Article VII**  
**Miscellaneous:**

- I. **Indemnification.** County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and Town that any entity other than County or Town receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and Town's Sovereign Immunity and/or Governmental Immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
500 Elm Street, Suite 5300  
Dallas, Texas 75202

**and**

Commissioner JJ Koch  
Road & Bridge District #2  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**TOWN:**

Shannon Hicks  
Director of Public Works and Engineering Services  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

## EXHIBIT A

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the Town Council of the Town of Addison.
- XII. Effective Date. The Contract shall commence on the Effective Date. The Effective Date of this Contract shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Contract. No joint enterprise/venture exists between the parties.

*(the remainder of this page intentionally left blank)*

*(signatures appear on the following page)*



EXHIBIT A

The Town of Addison, State of Texas, has executed this PSA pursuant to duly authorized Town Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**TOWN OF ADDISON:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

**APPROVED AS TO FORM:\***  
JOHN CREZOT  
DISTRICT ATTORNEY

\_\_\_\_\_  
TOWN SECRETARY

\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

\*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A

**Attachment A**

Town of Addison  
Dallas County Type B Roads 2022 Cost Share Candidates

Type B Street Name	From	To	Pavement Type	Lanes Miles	Commissioner District	Maintenance Plan	Estimated Cost
Addison Road	Northern Dallas County Limit	Arapaho Road	Asphalt	8.03	2	Full Depth Asphalt Repairs	\$993,000

Town of Addison Funding	\$496,500
Dallas County Funding	\$496,500
<hr/> Total Project Cost	\$993,000

**Attachment B**  
Project Map





**MASTER INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF ADDISON  
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT  
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL  
LIMITS OF THE CITY/TOWN OF ADDISON**

This Master Interlocal Agreement (“Master Agreement”) is made by and between Dallas County, Texas (hereinafter “County”) and the City/Town of Addison, Texas (hereinafter “City/Town” refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

**WHEREAS**, pursuant to Court Order 2017-1529, dated November 21, 2017 County Commissioners Court approved participation in Transportation Projects within the City/Town of Addison; and

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter “Master Agreement”) for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” Roadways, also situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various “Type E” Roadways, situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type B” or “Type E” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County’s Administrative Plan in that it fosters partnership between the County and

local cities therein on local transportation projects;

**NOW THEREFORE, THIS AGREEMENT** is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

## **I. DEFINITIONS**

The following definitions are incorporated by reference into this agreement for all purposes.

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

## **II. PURPOSE**

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type B" Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type C" Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services ("projects") on the City/Town's street system, which projects shall be duly qualified "Type E" Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town's streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement ("PSA"), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the



City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

### **III. CITY/TOWN'S CONTRIBUTION**

For duly qualified "Type B" and "Type C" Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

### **IV. CITY/TOWN'S OBLIGATIONS**

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete



the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

## **V. COUNTY'S CONTRIBUTION**

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

## **VI. COUNTY'S OBLIGATIONS**

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.



## **VII. TERM**

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

## **VIII. LIABILITY**

**County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **IX. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## X. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent.** County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:  
Director of Public Works  
411 Elm Street, Fourth Floor  
Dallas, Texas 75202

CITY/TOWN:  
Lisa Pyles  
Director of Public Works  
P.O. Box 9010  
Addison, Texas 75001



H. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Addison, Texas.

The City/Town of Addison, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number 2017-1529 and passed on the 21st day of November, 2017.



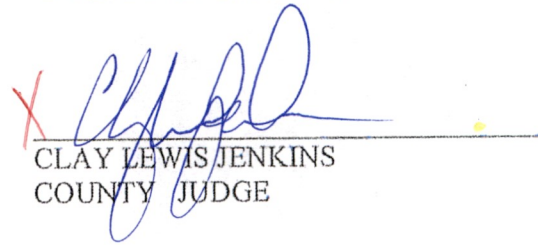
Executed this the 28 day of  
September, 2017.

Executed this the 21st day of  
November, 2017.

CITY/TOWN OF ADDISON:

  
CITY/TOWN MANAGER

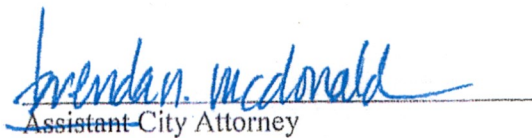
COUNTY OF DALLAS:

X   
CLAY LEWIS JENKINS  
COUNTY JUDGE

ATTEST:

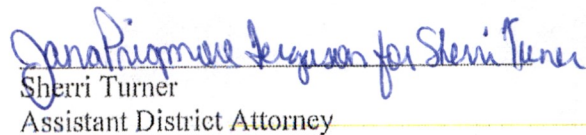
  
CITY/TOWN SECRETARY

APPROVED AS TO FORM:

  
Assistant City Attorney

APPROVED AS TO FORM:\*

FAITH JOHNSON  
DISTRICT ATTORNEY

  
Sherri Turner  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).