



**REGULAR MEETING
OF THE CITY COUNCIL**

June 14, 2022

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
5:30 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, June 14, 2022 at the Addison TreeHouse. A quorum of the governing body will be physically present at the foregoing location. Email comments may be sent to: iparker@addisontx.gov by 3:00 pm the day of the meeting. The meeting will be live streamed on Addison's website at: www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

EXECUTIVE SESSION

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

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

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

- *G J Seeding, LLC v. FNH Construction, LLC and Hudson Insurance Company*, Cause No. DC-20-11409, 134th Judicial District, Dallas County, Texas.

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:

- Project Fuel
- Addison Hangars, LLC Redevelopment Opportunity
- Sky Square, LLC Ground Lease
- AQRD-REP, LLC Ground Lease
- Scarborough I Airport, LP Ground Lease

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 **Council Liaison Opportunities and Appointments.**
2. Present and Discuss the **Recently Updated Residential Commercial Vehicle Parking Ordinance.**
3. Present and Discuss an **Update of the Financial Plan and Rate Model for Water and Sewer Utility Rates.**

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.

4. Consider Action on the **Minutes from the April 26, 2022 City Council Meeting.**
5. Consider Action on the **Minutes from the May 16, 2022 City Council Special Meeting.**
6. Consider Action on the **Minutes from the May 31, 2022 City Council Special Meeting.**
7. Consider Action on **Change Order #3 to the Contract with Jim Bowman Construction Company LP, for Concrete and Asphalt Repairs and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$350,000.

8. Consider Action on a **Resolution Approving Three (3) Agreements for On-Call Emergency Debris Hauling Services with CrowderGulf, LLC. Serving as the Primary Vendor and T.F.R. Enterprises, Inc., and DRC Emergency Services, LLC, Respectively, Serving as Alternate Vendors for the Town and Authorizing the City Manager to Execute the Agreements.**
 9. Consider Action on a **Resolution Approving an Agreement with Nu-Way Construction, LLC. for the Construction of Sanitary Sewer & Water Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$694,970.50.
-

Regular Items

10. Present, Discuss, and Consider Action on a **Resolution to Accept the City Manager's Resignation, Authorize a National Search for a New City Manager and Appoint an Interim City Manager.**
 11. Present, Discuss, and Consider Action on a **Resolution Re-Appointing Gary Slagel to a Two-Year Term on the Dallas Area Rapid Transit (DART) Board of Directors.**
 12. Present, Discuss, and Consider Action on a **Resolution Approving an Agreement with Westra Consultants for Professional Engineering Services for the Les Lacs Pond Improvements Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$736,100.
 13. Present, Discuss, and Consider Action on a **Resolution Authorizing Publication of Notice of Intention to Issue Town of Addison, Texas Certificates of Obligation, Series 2022 and Providing an Effective Date.**
 14. Present and Discuss an **Update on the 2022 Addison Kaboom Town!**
-

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: June 9, 2022

TIME POSTED: 5:00 PM

DATE REMOVED FROM BULLETIN BOARD: _____

REMOVED BY: _____

Council Meeting

1.

Meeting Date: 06/14/2022

Department: City Secretary

AGENDA CAPTION:

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

BACKGROUND:

Historically, liaison assignments have been divided among Council Members after the May election. These assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Arbor Foundation and the WaterTower Theatre Centre. Once assigned, liaisons report back to the City Council with status reports regarding various projects and initiatives. Formal action on liaison assignments is planned for the June 28, 2022 City Council meeting.

A copy of the June 2021 - May 2022 appointments and descriptions are attached for Council review and information.

RECOMMENDATION:

Staff request direction from Council.

Attachments

Liaisons - June 2021 - May 2022

Council Liaison Descriptions

LIAISON POSITIONS

ORGANIZATIONS - Funded	Mayor Chow	Mayor Pro-Tem Quintanilla	Deputy Mayor Pro-Tem Walden	Council Member Braun	Council Member Ward	Council Member Wheeler	Council Member Willesen
Addison Arbor Foundation			X				
Metrocrest Chamber of Commerce						X	
Water Tower Theatre				X			
World Affairs Council of Dallas/Fort Worth					X		
ORGANIZATIONS – Unfunded							
North Dallas Chamber		X					
North Texas Commission				X			
Regional Transportation Council/North Central Texas Council of Governments		X					

COUNCIL LIAISON

The purpose of a Council liaison is to represent the Town by working with various organizations that provide public services to the citizens of Addison. The Council liaison appointments are typically made each year after the May election.

Addison Arbor Foundation | Walden

The Addison Arbor Foundation is a non-profit organization which promotes sustainable natural environments within Addison and enhances public spaces with plantings and public art.

Metrocrest Chamber of Commerce | Wheeler

A member-driven organization dedicated to creating economic prosperity and a vibrant Metrocrest region through providing programs, resources, and support to business, government and citizens. This organization focuses on the cities of Addison, Carrollton and Farmers Branch. The Chamber's offices are located the Addison Treehouse, 14681 Midway Road, Addison, Texas.

Metroplex Mayors | Chow

A gathering of DFW mayors which takes place at 7:30 am on the second Tuesday of the month at the Marriott Quorum. Guest speakers are brought in from various sectors to discuss issues of relevance to local jurisdictions. The Town handles administrative and treasury functions for this organization.

North Central Texas Council Of Governments/Regional Transportation Council | Quintanilla

The North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments, throughout the 16-county region, established to assist in regional planning. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions. Now in its 52nd year, NCTCOG's programs and departments encompass transportation planning, environment, and development, aging and disability resources, emergency preparedness, demographic research, regional training, criminal justice, 911 emergency numbers, a regional police academy, and more.

Regional Transportation Council (RTC) is an independent transportation policy body operated administratively by NCTCOG personnel. The Town and City of Richardson share an aggregated representative on this Committee. The representative and alternate positions are changed annually with the Town representative serving as the representative on even years and the City of Richard serving on odd years.

North Dallas Chamber of Commerce | Quintanilla

NDCC seeks to make Dallas a better place to live, work, raise a family and build a business to promote a better quality of life for ourselves and our kids; create a unified voice of local business to affect positive change in the community; take active roles in the issues and opportunities the Metroplex faces; and reap the benefits of creating better business by enjoying the community we help create. Some of the NDCC's accomplishments include the Dallas North Tollway, Dallas Arboretum and Love Field's expansion into a national airport with the

phase out of the Wright Amendment.

North Texas Commission | Braun

A non-profit, membership-supported organization whose stated goal is to unify the North Texas region to maximize the visibility of the area as an excellent place to live and do business. The NTC was created as a means of leveraging the brand new DFW Airport in promoting North Texas as a business destination. Today, they have a particular focus on public-private partnerships and innovative approaches to regional problems.

Texas Municipal League (TML) | All Council

A membership organization which serves the needs and advocates the interests of cities and elected officials. TML puts on an annual conference, usually in the fall, at which elected officials from around the state attend educational seminars and networking events. TML also houses the Intergovernmental Risk Pool (IRP) which provides workers compensation, liability, and property coverage for local governments in Texas.

Texas Municipal Retirement System (TMRS) | All Council

Town employees join more than 120,000 city employees throughout Texas who participate in a stable and secure retirement plan that will provide income for our employees after they retire. Member benefits as customized by the Town.

WaterTower Theatre | Braun

A non-profit professional theatre company, housed in a theater venue of the same name, directly adjacent to the Addison Conference Center. Founded in 1996, it produces five main state shows each season in a flexible, “Black Box” style performing arts space. The Town owns the theater facility and has been principal sponsor (Hotel Fund dollars) of the company since its inception in 1996.

World Affairs Council | Ward

The mission of the nonprofit, nonpartisan World Affairs Council of Dallas/Fort Worth is to educate and engage the local community in national and international affairs. The Council has been educating North Texans on global affairs since 1951. The Council presents around 90+ programs annually, primarily focusing on the international aspects of business, politics, culture and foreign policy. Additionally, it coordinates visits to North Texas of delegations and leaders from around the world through the International Visitor Program and the City of Dallas Office of Protocol.

Council Meeting

2.

Meeting Date: 06/14/2022

Department: Police

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present and Discuss the **Recently Updated Residential Commercial Vehicle Parking Ordinance.**

BACKGROUND:

The Town received an increasing number of resident concerns about the parking of commercial vehicles in residential areas in late 2021. On December 14, 2021, a Council Work Session was held to discuss this matter. Council provided staff with direction to make amendments to the applicable parking ordinance. Council passed the ordinance amendments on January 11, 2022.

On March 8, 2022, staff presented to Council an example of the feedback on our enforcement efforts and received direction to further research policy and ordinance alternatives. Specifically, how other municipalities deal with residential commercial vehicle parking issues and specifics of their ordinances (i.e., restrictions, enforcement criteria etc.). Staff will:

- Review the recently revised commercial vehicle ordinance.
- Explain past difficulties encountered during enforcement (i.e., use of weight capacities, identifying private passenger vehicles, complex zoning maps, etc.).
- Discuss the findings of our research from other municipalities.
- Present alternative criteria and tools to aid enforcement.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Commercial Vehicle Ordinance

Ordinance - Sec 78-175 (clean)

Ordinance - Sec 78-175 (redline)

Commercial Vehicle Parking Ordinance Discussion

June 14, 2022

Presented by Paul Spencer, Chief of Police

The logo for the City of Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal line.

Background

ADDISON

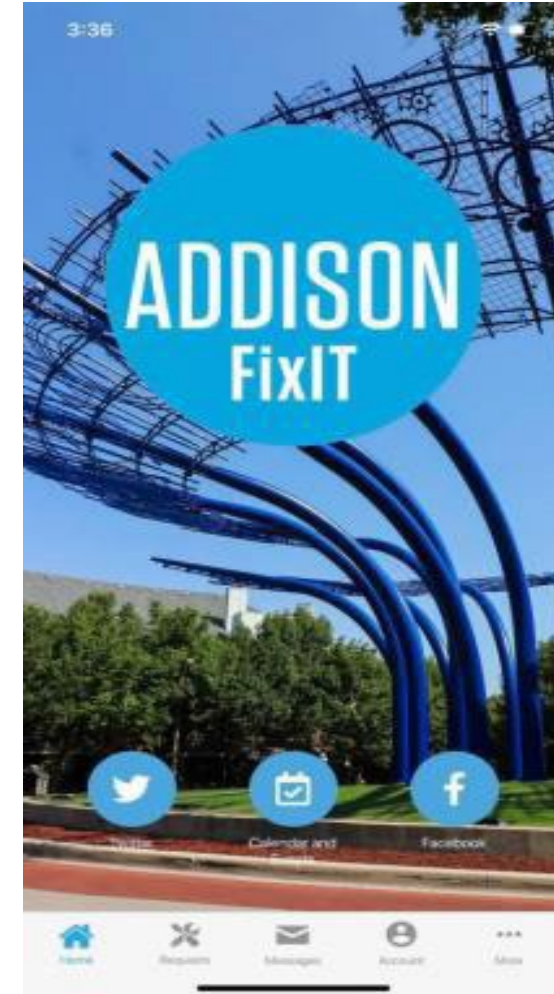
Commercial vehicle parking complaints, especially within our multi-family residential areas, had become a frequent FIX IT APP request to the Town.

Work Session discussion on December 14, 2021.

City Council approved revisions to Sec 78-175 on January 11, 2022.

**Enforcement began immediately following the signing and publishing of the revisions.*

Regular meeting discussion on March 8, 2022, to review complaints/concerns from residents and businesses regarding the revised ordinance and subsequent enforcement efforts.



In this presentation, staff will:

- Review the recently revised commercial vehicle ordinance.
- Explain past difficulties encountered during enforcement (i.e., use of weight capacities, identifying private passenger vehicles, complex zoning maps, etc.).
- Discuss the findings of our research from other municipalities.
- Present alternative criteria and tools to aid enforcement.

Staff seeks Council direction and feedback on the issues to be discussed.

Current Ordinance and Enforcement Issues

Sec. 78-175. - Overnight parking of certain vehicles within residential areas prohibited.

The city council hereby declares its purpose in enacting this section is to reduce hazardous traffic conditions and protect the health, safety, and welfare of the residents by prohibiting the overnight parking of commercial vehicles in and adjacent to residential areas within the city.

(a) The following definitions shall apply to this section:

Commercial vehicle means any vehicle with a manufacturer's rating in **excess of one (1) ton** that is designed, intended, or used to transport passengers or property, other than a private passenger vehicle. The term shall include, but is not limited to, a truck-tractor, road-tractor, semitrailer, bus, motor home, camper trailer, special mobile equipment, truck, or trailer.

Private passenger vehicle means a motor vehicle which is used solely for private transportation and not used for the transportation of persons or property directly or indirectly in connection with a business or for compensation.

(b) It shall be an offense for any person to park or stand a commercial vehicle upon any public or private street, highway, alley, parking lot, driveway, or other property located within, or immediately adjacent to, an area of the city classified by the comprehensive zoning ordinance for residential use, including any residential area located within a planned development, mixed-use, or other special zoning district, at any time from 12:00 a.m. (midnight) until 6:00 a.m.

(c) It shall be a defense to prosecution under subsection (b) of this section if:

- (i) the commercial vehicle is parked for the purpose of expeditiously loading or unloading passengers, freight, or merchandise; or
- (ii) the commercial vehicle is lawfully parked on private property and enclosed in a building or fully concealed from view by a fence or other lawful erected structure.

1. The types of vehicles identified as violations (i.e., privately owned work vehicles and take-home work vehicles) used and owned by residents, especially within the multi-family areas, are highly differentiated and it has been difficult to simply use the 1-ton (2,000 pound) capacity metric to guide enforcement decisions.
2. Adjacency language added during the ordinance revision is capturing commercial properties that border residential areas, placing those businesses vehicles in violation of the ordinance.
3. The Town's zoning maps are difficult for police patrol personnel to clearly identify which areas are covered by the ordinance.
4. Over 60 residents and property owners expressed frustration that the Town is prohibiting most work vehicles used and /or owned by residents.

Research Findings and Alternative Enforcement Criteria

Research Findings

Staff reviewed other North Texas municipalities and found common language within their commercial vehicle parking regulations:

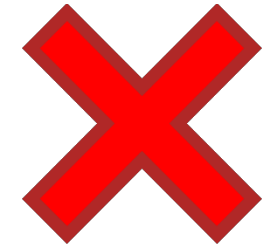
- Descriptive language for prohibited vehicles
- The inclusion of dimensional limits (length, height and width)
- Many still use capacity restrictions; i.e., 1-ton, 1 ½-ton etc.
- Government vehicle exemptions

Prohibited vehicle means and shall include any of the following:

A box-truck, tow truck, dump-truck, concrete-mixing truck, road tractor, semi tractor, truck tractor, tractor trailer, semi-trailer, trailer, or similar vehicle; a recreational vehicle;

*This current language would prohibit all trailers, regardless of size/type.

The police department may issue a **temporary parking exemption for moving trucks, or any prohibited vehicle, if we feel the request is reasonable and does not adversely impact the neighborhood (current practice)



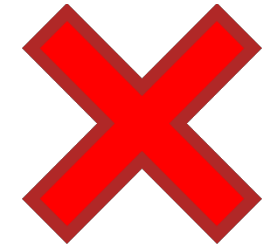
2005 Chevrolet Express G3500

Research Findings

ADDISON



2019 Peterbilt 567





2020 Freightliner Cascadia 126

Alternative Enforcement Criteria

Prohibited vehicle means and shall include any of the following:

Motor vehicle, truck, van, bus or similar vehicle which is more than twenty-three (23) or twenty-five (25) feet in length, eight (8) feet in width or ten (10) feet in height.

*Removed the vehicles capacity limit (i.e., 1 ½ ton) and replaced with dimensional restrictions.

**Gives the police department ability to enforce ordinance when the type of vehicle may not fall within the descriptive language.



**2008 Dodge Ram 1500:
18.9' L x 6.6' W x 6.5' H**

Research Findings

ADDISON



**2016 Ford Transit T-150:
18.3' L x 6.7' W x 8.4' H**

Research Findings

ADDISON



23' max length



25' max length

**2014 Mercedes-Benz Sprinter 2500:
24.1' L x 6.66' W x 9.2' H**

Alternative Enforcement Criteria

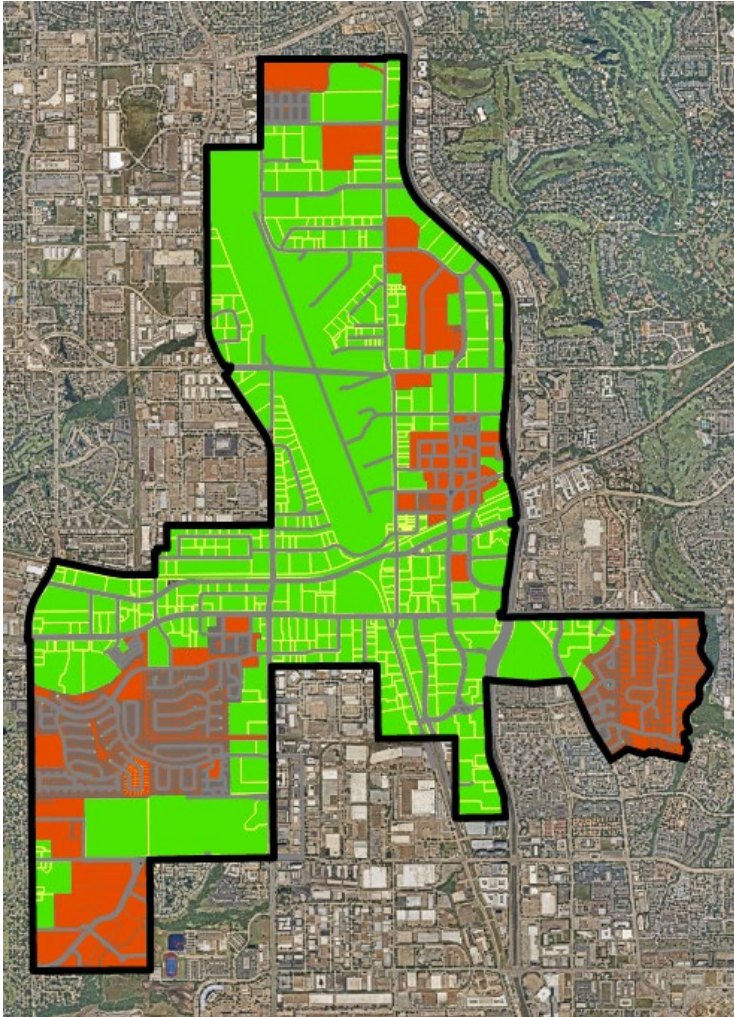
ADDISON

Personal business vehicle means a prohibited vehicle that is regularly used as the sole or primary means of transportation by a resident within a residential area to commute to and from the person's place of employment.

*This language is intended to allow a person issued a citation to establish a defense (in municipal court) if they meet the criteria of this definition.



Alternative Enforcement Criteria



Restricted parking area map: the official map depicting the residential areas to which this section is applicable, adopted by ordinance and on file with the chief of police.

- Complex zoning map replaced with an easy-to-use version showing the Town-identified, residential areas (shown in red).
- The red areas are where the commercial vehicle parking restrictions will be applied.
- Addresses the adjacency dilemma we encountered with previous enforcement efforts.

Tonight's discussion is focused on properties with **residential zoning**. However, there will need to be additional discussions regarding parking on properties zoned for commercial and mixed-use.

- Distinct differences between single-use, residential zoning (single-family neighborhoods and free-standing multifamily developments) and mixed-use zoning (Addison Circle, Vitruvian and other mixed-use developments)
- We will need to manage expectations regarding what is allowed on commercially zoned properties; especially those that are immediately adjacent to residential areas or situated within mixed-use areas.
 - Need to balance regulations and enforcement so that the commercial nature of those properties is respected, and not abused.
 - An example of problematic uses - commercial properties attempting to generate revenue from underutilized parking by leasing use of their parking lots

What are Councils thoughts on:

- The current definition of a commercial vehicle?
- Impacts to residents that own or use a work vehicle as their primary source of transportation (personal business vehicle)?
- Dimensional criteria?
 - 8-foot width, 10-foot height and **23-foot or 25-foot maximum length**?

Questions and Next Steps

Clean Version

Sec. 78-175. - Overnight parking of certain vehicles within residential areas prohibited.

The city council hereby declares its purpose in enacting this section is to reduce hazardous traffic conditions and protect the health, safety, and welfare of the residents by prohibiting the overnight parking of vehicles designed or operated primarily for commercial use within the residential areas of the city.

(a) The following definitions shall apply when used in this section:

(1) *Prohibited vehicle* means and shall include any of the following:

- (i) a box-truck, tow truck, dump-truck, concrete-mixing truck, road tractor, semi tractor, truck tractor, tractor trailer, semi-trailer, trailer, or similar vehicle;
- (ii) a recreational vehicle; or
- (iii) motor vehicle, truck, van, bus or similar vehicle which is more than twenty-five (25) feet in length, eight (8) feet in width or ten (10) feet in height.

(2) *Personal business vehicle* means a prohibited vehicle described in subsection (a)(1)(iii), above, that is regularly used as the sole or primary means of transportation by a resident within a residential area to commute to and from the person's place of employment.

(3) *Residential area* means any and all residential areas depicted on the restricted parking area map.

(4) *Restricted parking area map* means the official map depicting the residential areas to which this section is applicable, adopted by ordinance and on file with the chief of police.

(b) It shall be an offense for any person to park, stand, or store a prohibited vehicle upon any public or private street, highway, alley, driveway, parking lot, on- or off-street parking area, or other any property located within a residential area between the hours of 12:00 a.m. (midnight) and 6:00 a.m.

(c) It shall be a defense to prosecution under subsection (b) of this section if:

- (1) the prohibited vehicle is parked for the purpose of expeditiously loading or unloading passengers, freight, or merchandise;
- (2) the prohibited vehicle is located on a public street, alley, or right-of-way and is temporarily disabled (not exceeding 48 hours) and protected by active flares or other approved signal device(s);
- (3) the prohibited vehicle is a personal business vehicle; or

(4) the prohibited vehicle is lawfully parked on private property and enclosed in a building or fully concealed from public view by a fence or other lawfully erected structure.

(d) This section does not apply to a vehicle that is owned, leased, or being operated by a state, county, or local government.

Redline Version

Sec. 78-175. - Overnight parking of certain vehicles within residential areas prohibited.

The city council hereby declares its purpose in enacting this section is to reduce hazardous traffic conditions and protect the health, safety, and welfare of the residents by prohibiting the overnight parking of vehicles designed or operated primarily for commercial use within the residential areas within of the city.

(a) ~~(a)~~ The following definitions shall apply to when used in this section:

- (1) ~~Commercial~~Prohibited vehicle means ~~any vehicle with a manufacturer's rating in excess of one (1) ton that is designed, intended, or used to transport passengers or property, other than a private passenger vehicle. The term and shall include, but is not limited to, a~~ any of the following:
 - (i) a box-truck-, tow truck, dump-truck, concrete-mixing truck, road tractor, road-semi tractor, semitrailer, bus, motor home, camper truck tractor, tractor trailer, special mobile equipment, truck, or semi-trailer-, trailer, or similar vehicle;
 - (ii) Private passenger ~~a recreational vehicle means a;~~ or
 - (iii) motor vehicle, truck, van, bus or similar vehicle which is more than twenty-five (25) feet in length, eight (8) feet in width or ten (10) feet in height.
- (2) Personal business vehicle means a prohibited vehicle described in subsection (a)(1)(iii), above, that is regularly used solely for private as the sole or primary means of transportation by a resident within a residential area to commute to and not used for the transportation of persons or property directly or indirectly in connection from the person's place of employment.
- (3) Residential area means any and all residential areas depicted on the restricted parking area map.
- (4) Restricted parking area map means the official map depicting the residential areas to which this section is applicable, adopted by ordinance and on file with a business or for compensation the chief of police.

(b) It shall be an offense for any person to park ~~or~~, stand, or store a ~~commercial~~prohibited vehicle upon any public or private street, highway, alley, driveway, parking lot, driveway, on- or off-street parking area, or other any property located within, ~~or immediately adjacent to, an area of the city classified by the comprehensive zoning ordinance for residential use, including any residential area located within a planned development, mixed-use, or other special zoning district, at~~

any time from residential area between the hours of 12:00 a.m. (midnight) until and 6:00 a.m.-

(c) It shall be a defense to prosecution under subsection (b) of this section if:

- (1) ~~(i)~~ the ~~commercial~~prohibited vehicle is parked for the purpose of expeditiously loading or unloading passengers, freight, or merchandise; ~~or~~
- (2) ~~(ii)~~ the ~~commercial~~prohibited vehicle is located on a public street, alley, or right-of-way and is temporarily disabled (not exceeding 48 hours) and protected by active flares or other approved signal device(s);
- (3) the prohibited vehicle is a personal business vehicle; or
- (4) the prohibited vehicle is lawfully parked on private property and enclosed in a building or fully concealed from public view by a fence or other ~~lawful~~lawfully erected structure.

(d) This section does not apply to a vehicle that is owned, leased, or being operated by a state, county, or local government.

Council Meeting

3.

Meeting Date: 06/14/2022

Department: Finance

Pillars: Gold Standard in Customer Service
Gold Standard in Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss an **Update of the Financial Plan and Rate Model for Water and Sewer Utility Rates.**

BACKGROUND:

The Town's current utility rate model extends through Fiscal Year 2023. The Town hired utility rate consultant, Raftelis Financial Consultants, Inc. (RFC), to update and extend the rate model through Fiscal Year 2028. The rate model update was conducted according to the policy adopted by Council in 2018 to include a mix of cash and bond funded capital projects, to maintain a fund balance of at least 25%, and provide systematic rate increases. During this presentation, Town Staff and RFC will:

- Discuss the study process;
- Provide an overview of the preliminary financial plan;
- and Discuss next steps.

Staff seeks direction to bring back a resolution to formally adopt the rate model's financial plan for fiscal years 2024-2028. Each year as part of the budget process staff will bring an ordinance forward for Council to adopt that fiscal year's water and sewer rates.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Utility Rate Model Update

Resolution 18-005 Utility Rate Model

Town of Addison

Water and Wastewater Utility Update

June 14th 2022



Agenda

1. Introduction
2. Study Process
3. Preliminary Financial Plan
4. Next Steps

Financial Planning Process

1

Forecast Revenue Under Existing Rates

Given projected account growth and customer usage patterns, what would our revenues be if rates were left unchanged?

2

Forecast Operating Expenditures

How much will it cost to operate the water utility on a day to day basis?

3

Develop Capital Improvement Financing Plan

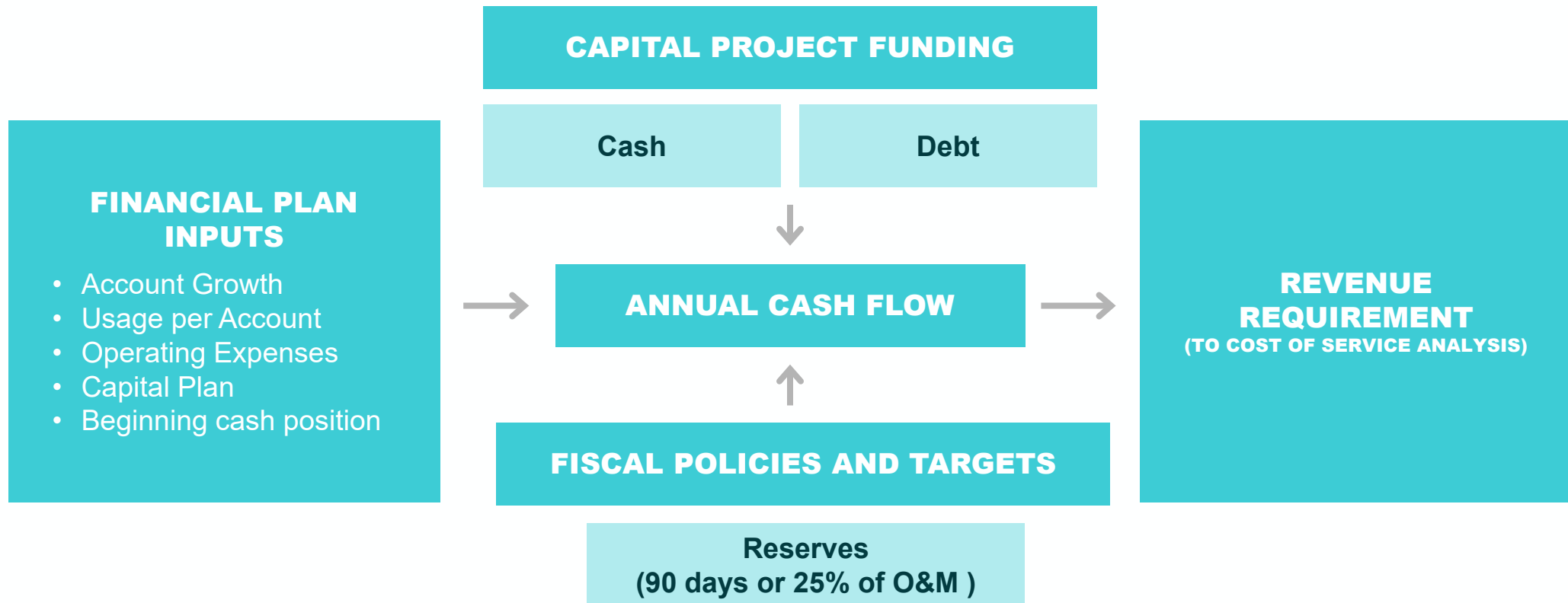
What capital repair and replacement expenditures will be needed? How will they be financed?

4

Evaluate Revenue Sufficiency

Are existing revenues sufficient to fund projected expenditures in a financially sustainable fashion?

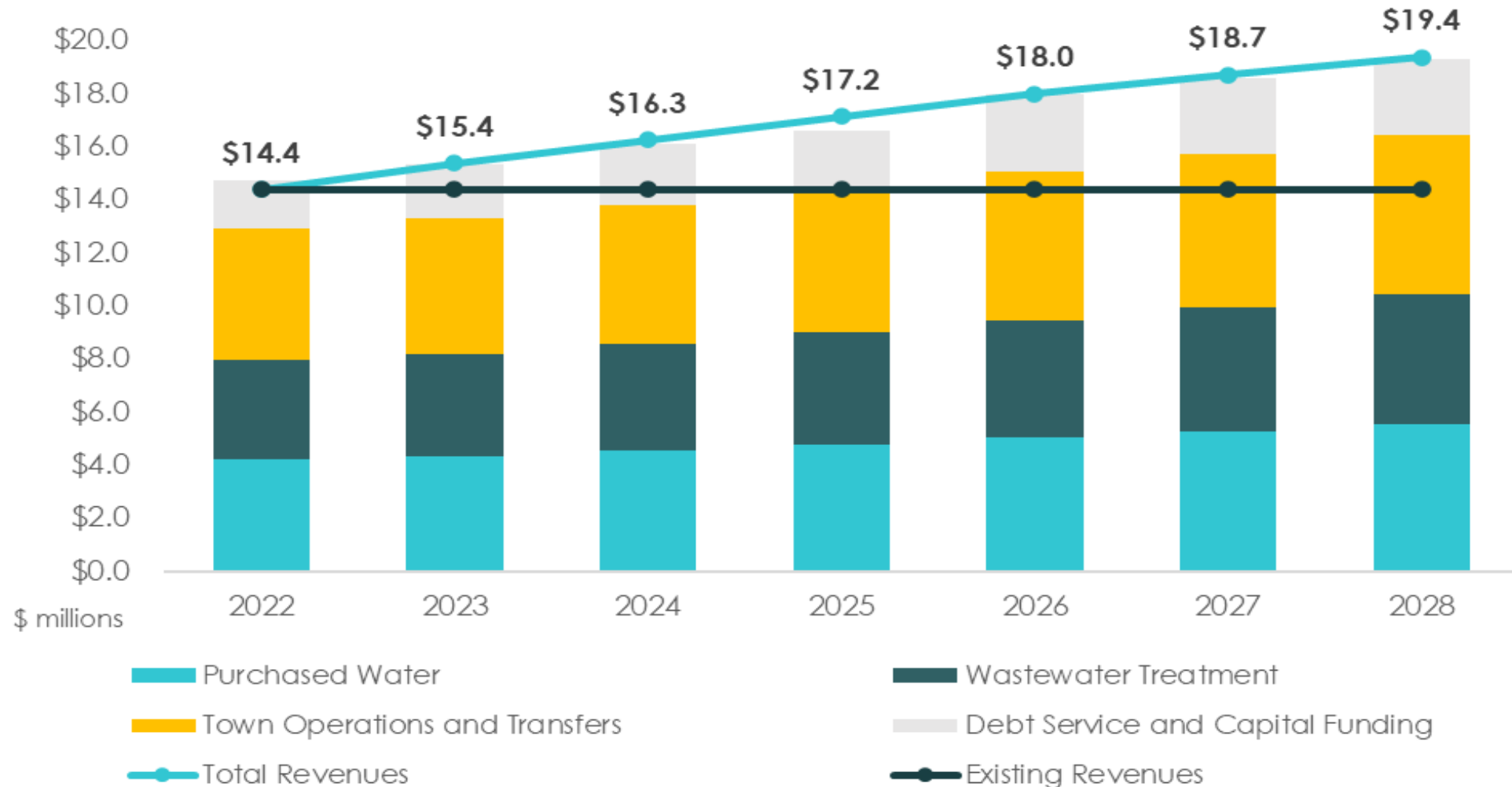
Financial Planning Process



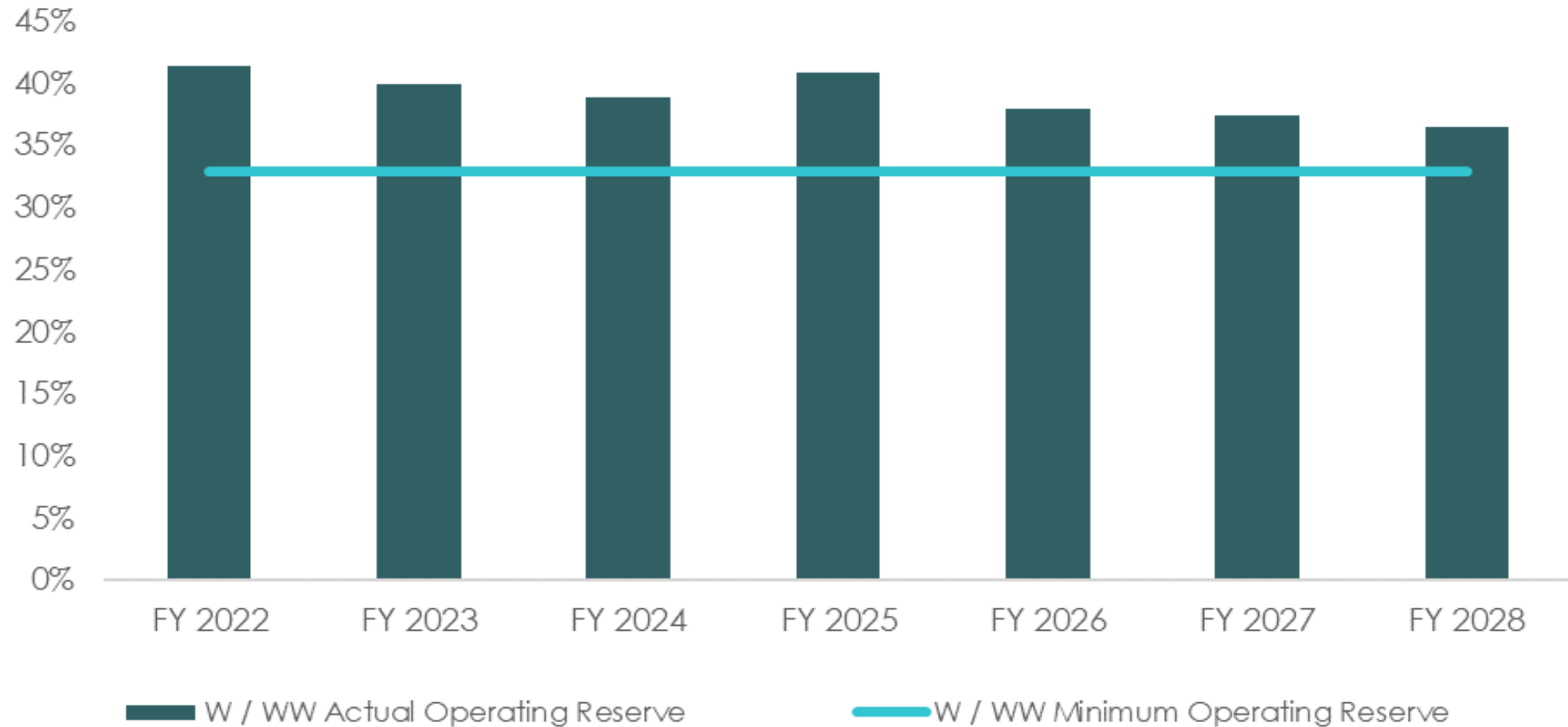
Financial Plan

- Key Drivers
 - › Utilize existing funding policy adopted by Council in 2018
 - Mix of Cash and Bond funded capital projects
 - Minimum fund balance of 25%
 - Systematic rate increases
 - › Increasing O&M costs
 - inflationary increases
 - Water Supply and WW Treatment Costs increases
 - › Cash (PAYGO) funding of repair and replacement capital and equipment
 - › Capital improvements
 - \$16.5 million CIP FY 2022-2026
 - › Proposed Debt Planned Issuances
 - \$3.0 million FY 2022
 - \$7.5 million FY 2025

Financial Plan



Fund Balance



Cash Flow

	FY 2023		FY 2024		FY 2025		FY 2026		FY 2027		FY 2028	
<i>Proposed Rate Increase</i>	5.00%		5.50%		5.50%		5.50%		4.00%		3.50%	
<i>Total: Revenues</i>	\$	15,399,777	\$	16,274,482	\$	17,151,938	\$	18,018,224	\$	18,727,111	\$	19,371,851
<u>Revenue Requirements</u>												
Personnel Services	\$	2,648,931	\$	2,810,441	\$	2,920,817	\$	3,035,667	\$	3,155,176	\$	3,279,535
Supplies		245,644		253,013		260,604		268,422		276,474		284,769
Maintenance		986,768		1,016,371		1,046,862		1,078,268		1,110,616		1,143,935
Contractual Services		1,238,717		1,132,599		1,165,796		1,199,990		1,235,210		1,271,486
Purchased Water		4,351,005		4,568,556		4,796,983		5,036,833		5,288,674		5,553,108
Purchased Wastewater Treatment		3,839,451		4,031,423		4,232,994		4,444,644		4,666,876		4,900,220
Capital Replacement/Lease		231,584		231,584		231,584		231,584		231,584		231,584
Capital Outlay		79,000		339,000		220,000		379,000		312,667		303,889
Transfers		-		-		-		-		-		-
Debt Service		1,753,502		1,755,877		1,757,077		2,315,440		2,316,655		2,318,933
<i>Total: Revenue Requirements</i>	\$	15,374,602	\$	16,138,863	\$	16,632,718	\$	17,989,848	\$	18,593,933	\$	19,287,459
Current Revenue Surplus/(Deficit)	\$	25,175	\$	135,619	\$	519,221	\$	28,376	\$	133,178	\$	84,393
Fund Balance as of O&M		40%		39%		41%		38%		37%		37%

Financial Plan – Key Findings and Recommendations

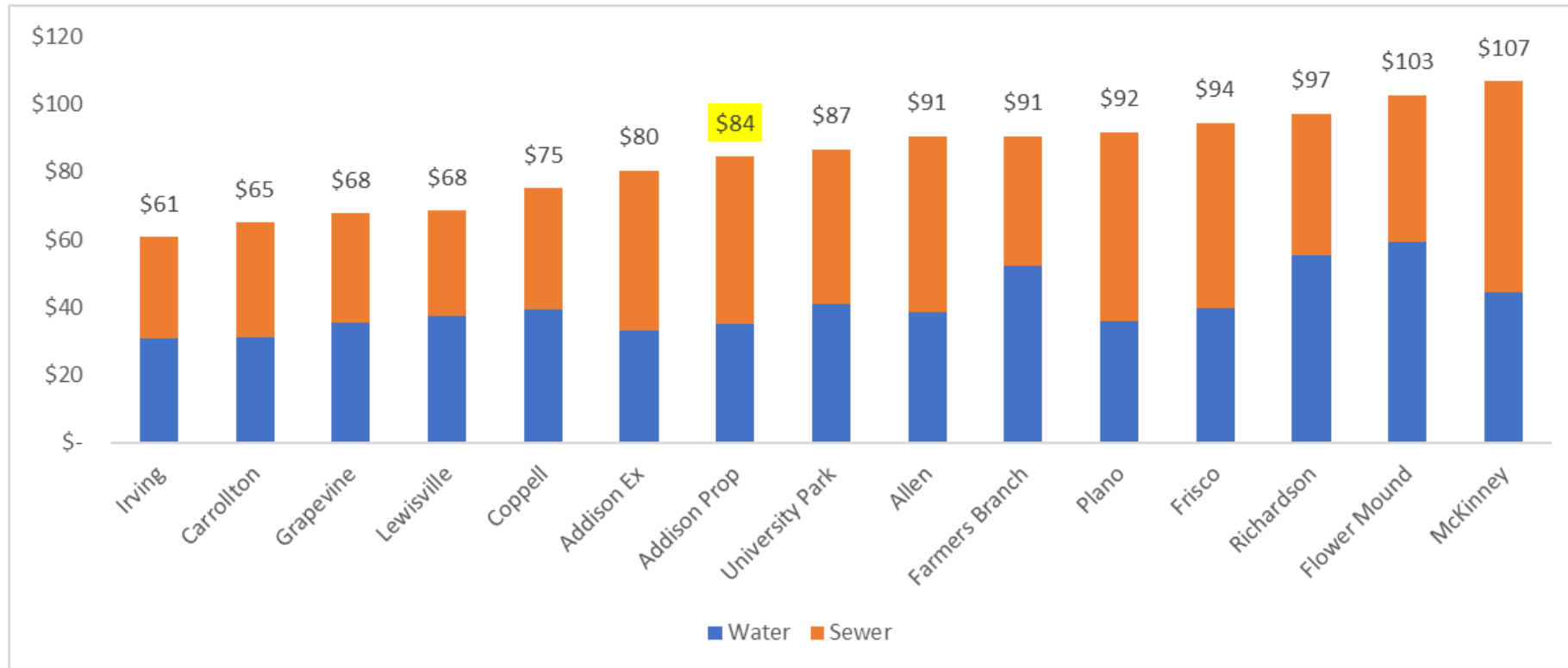
Key Finding – revenue increases are needed to maintain service levels and continue to fund the Utility’s Capital Improvement Program from Fiscal Year 2024 through Fiscal Year 2028.

Policy Questions

1. What are Council’s thoughts on the existing policy?
2. Are there any changes Council would like to examine in the funding policy and/or financial plan?

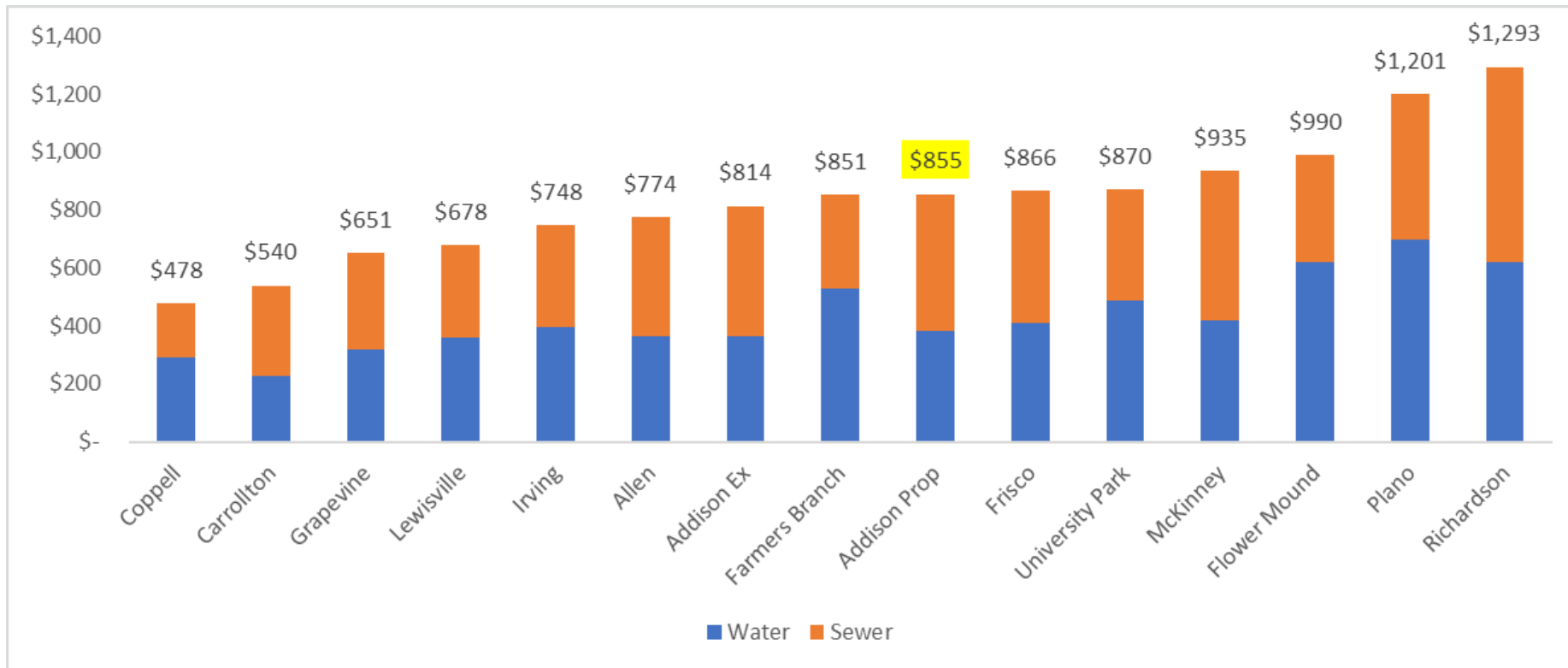
Recommendation – Direct staff to bring forward a resolution to adopt the proposed financial plan to include revenue adjustments of 5.5% in Fiscal Years 2024, 2025, and 2026, 4.0% in Fiscal Year 2027, and 3.5% in Fiscal Year 2028.

Residential Bill Comparisons (7,000 gallons)



2022 rates for all comparison cities

Commercial Bill Comparisons (75,000 gallons)



2022 rates for all comparison cities

Thank you!

Contacts:

Justin Rasor

737 471 0146 / jrasor@raftelis.com



TOWN OF ADDISON, TEXAS

RESOLUTION NO. R18-005

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS TO APPROVE A POLICY TO ADOPT UTILITY RATES TO FULLY FUND THE SHORT-TERM STAFFING PLAN WITH A MIX OF CASH AND BOND FUNDING UTILIZING COST OF SERVICE ADJUSTMENT AS SET FORTH IN THE RAFTELIS FINANCIAL PLAN AND RATE MODEL WITH SAID RATES TO BECOME EFFECTIVE ON OCTOBER 1, 2018 AND PROVIDING AN EFFECTIVE DATE FOR THE RESOLUTION.

WHEREAS, the City Council met on January 9, 2018 to review the Raftelis Financial Plan and Rate Model; and

WHEREAS, the Council has determined that it desires to approve the policy to adopt utility rates to fully fund the short-term staffing plan with a mix of cash and bond funding utilizing cost of service adjustment as set forth in the Raftelis Financial Plan and Rate Model with said rates to become effective on October 1, 2018.

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

Section 1. The City Council of the Town of Addison, Texas hereby approves a policy to adopt utility rates to fully fund the short-term staffing plan with a mix of cash and bond funding, utilizing cost of service adjustment as set forth in the Raftelis Financial Plan and Rate Model, with said rates to become effective on October 1, 2018.

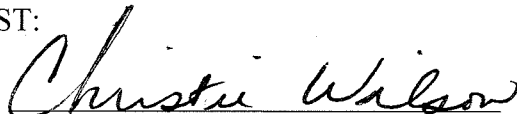
Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 23rd day of January, 2018.


Joe Chow, Mayor

ATTEST:

By:


Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By:


Brenda N. McDonald, City Attorney



Council Meeting

4.

Meeting Date: 06/14/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on the **Minutes from the April 26, 2022 City Council Meeting.**

BACKGROUND:

The minutes for the April 26, 2022 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - April 26, 2022

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

April 26, 2022

**6:45 p.m. 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, April 26, 2022, 2022, at the Addison TreeHouse with a quorum of the City Council physically present. 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 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

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

Absent: Council Member Lori Ward

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

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

WORK SESSION

1. Present and Discuss an Update on the Sam's Club Special Area Study.

Ken Schmidt, Director of Development Services, presented this item. He reviewed that in April 2021, the City Council approved a professional services agreement for a planning consultant and appointed a 17 member project advisory committee to complete the Sam's Club Special Area Study. The duties of the advisory committee were reviewed.

Mr. Schmidt advised that the study of this area began in 2014, in accordance with the 2013 Comprehensive Plan. At that time, the City Council chose to study an area of land generally from the former Sam's Club site south along the Midway Corridor, including the Midway Square Shopping Center and Office in the Park. At the conclusion of that process in 2015, the City Council only provided direction on the portion of the study area that was the former Sam's Club property. The vision for the other areas within the study was never finalized. With the establishment of the advisory committee for this re-initiated special project, the City Council directed staff to expand the study area to the south to include commercial properties situated between Office in the Park and the Greenhill School campus. The entire study area consists of approximately 79 acres of land with 15 property owners. A map of the area was provided.

Mr. Schmidt advised that the project team and project advisory committee met three times. The Town also hosted two community open houses at the Addison Athletic Club in order to receive broader community feedback at key milestones in the project. Following the second community open house, the advisory committee shared their desire for additional discussion and refinement of the direction of the study. The committee was committed to developing recommendations that respect existing neighborhoods and businesses and at that time, they did not feel that the process had achieved that intent. The feedback shared by the committee resulted in a more open-ended dialogue of the study area. This resulted in four additional meetings between the advisory committee and staff. The outcome of those meetings is the draft Sam's Club Special Area Study strategic framework.

Mr. Schmidt reviewed the overall objectives for the Study and provided an overview of the design principles. Policies included in the Draft outline Land Use, Housing, Neighborhood Compatibility, Mobility and Connectivity, Trails and Open Space, and Placemaking. A map for Physical Development Framework was reviewed that provides further guidance regarding frontage zones, trail connections, and the street grid.

Mr. Schmidt advised that uses for the area should include the following:

- Employment and Service
- Restaurant and Retail
- Social Amenities
- Missing Middle Housing
- Multi-unit Housing

Details of these proposed uses were reviewed.

Mr. Schmidt advised that a 100-foot-wide residential transition zone on the western edge of the study area is recommended and will include a trail. He noted that the Park Master Plan will require a 10-foot trail, landscaping, public art and other pedestrian amenities. Building frontages along Belt Line Road and Midway Road should include buildings of greater scale up to four stories.

Mr. Schmidt requested feedback from the Council on the study and advised that plans are for it to be published on the Town's website in May 2022 for public comment. It will be presented to the Planning and Zoning Commission in the May / June timeframe and then to Council.

Mr. Schmidt briefly discussed that since this is not a master planned project the area should be renamed from Sam's Club and he suggested "South Midway" as an option.

Discussion followed regarding the street alignments, building heights, the proposed trail on the western side, and housing types. Mr. Schmidt advised that the Study is conceptual at this time. Two members of the advisory committee who were present offered responsive comments to the questions voiced by Council.

Several Council members expressed appreciation to the staff and advisory committee members for their commitment to this project.

2. Present and Discuss the Airport Quarterly Report for the Fiscal Year 2022 Second Quarter Ended March 31, 2022.

Joel Jenkinson, Airport Director, presented this item. He advised this item is to provide City Council with an overview of key Airport performance measures for the second quarter of Fiscal Year 2022, which ended on March 31, 2022. He presented data on revenue, fuel flowage, and aircraft operations (take-offs and landings) including international operations. The Airport's real estate portfolio was reviewed.

Highlights from the second quarter include:

- Aircraft operations continue to show a strong trend of recovery from the pandemic.
- Addison is benefiting from the closure of Runway 13R/31L at Dallas Love Field, which began April 27, 2021 and is now expected to continue at least until the end of June 2022. Congestion resulting from Love Field being reduced to a single-runway operation has encouraged a significant volume of business aviation traffic to select Addison as an alternative. This development has positively impacted Addison's IFR operations, Jet-A fuel flowage volume, and international traffic.
- Instrument Flight Rules (IFR) operations, which are a good marker for jet and turbo-prop operations, continued to show unusual strength.
- Fuel flowage volumes continued to set records in the second quarter of Fiscal Year 2022. Halfway through the fiscal year, total fuel volume stands at 5,123,876 gallons (93.7% of which is Jet-A). The record highest annual total fuel volume for the airport was Fiscal Year 2002, which tallied 8,912,933 gallons.
- U.S. Customs & Border Protection (CBP) commenced operations from the new facility on February 14, 2022. From February 14 through February 28, CBP cleared 40 international flight arrivals. In March, CBP cleared 92 arrivals, the highest monthly total on record. Halfway through the fiscal year, CBP has cleared 386 arrivals, a figure which rivals the annual average (of 410 arrivals) from Fiscal Years 2016 through 2019. A grand opening event was held April 19, 2022.

- The Galaxy FBO project continues to struggle with construction delays and is now expected to open in July 2022. When Galaxy FBO opens, it will add more than 100,000 square feet of much-needed hangar capacity at Addison. Per lease terms, "Additional Rent" due from Galaxy has been billed (in arrears) commencing December 1, 2021.
- The Atlantic Aviation FBO ground lease was approved by Council on August 11, 2020; three extensions of lease term tied to capital investments totaling a minimum of \$14 million. Actual investment is now planned to exceed \$19 million. Atlantic has expressed the intent to move ahead with the entire redevelopment as soon as possible rather than in three phases over a period of years as outlined under the lease terms.
- The airport selected Garver to serve as the engineer of record for Airport Improvement Program (AIP) grant funded projects for the next five-year period. The first project will be design for the extension of Taxiway Bravo on the west side of the airport. Grant details were provided.
- The airport closed for 5 days in early April (April 8-12) for a grant-funded project to crack seal and seal coat the runway and Taxiway Alpha. The runway designation officially changed from 15-33 to 16-34 as of March 24, 2022 to account for recent changes in magnetic variation (the magnetic north pole is moving).

Mayor Chow offered appreciative comments.

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.*

3. Consider Action on the Minutes from the April 12, 2022 Regular City Council Meeting.

MOTION: Council Member Braun moved to approve Consent Agenda Item 3 as submitted. Deputy Mayor Pro Tempore Walden seconded the motion. Motion carried unanimously.

Regular Items

4. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Approving 2022 Standards of Care for the Town's Youth Recreation Programs.**

Pat White, Assistant Director of Recreation, presented this item. He advised that Council approval is required for an Ordinance adopting the Standards of Care for all Town of Addison Parks and Recreation Department youth programs for children ages 5 through 13 including, but not limited to, the Summer Camp Program and the Spring Break Program at the Addison Athletic Club. Annual adoption of the Standards of Care by Ordinance is done after a public hearing. This action is required by Section 42.041(b)(14) of the Texas Human Resources Code.

The document provides minimum standards for operating youth programs which include guidelines for hiring of program staff, enrollment guidelines, discipline, health, safety, and more. The document also addresses programing and providing activities that promote emotional, social, and mental growth. The Town not only complies with the minimum standards required in the Ordinance but exceeds some of the established standards, including cleaning and sanitation, video monitoring throughout the facility and in all childcare areas, and the day camp restroom policy requires campers to use the single use childcare restroom or upstairs single use restrooms. This prevents campers from utilizing the locker rooms. This policy also requires campers changing into swimsuits to use the outdoor pool restrooms prior to the outdoor pool being open to the general public.

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

MOTION: Council Member Willesen moved to approve. Council Member Wheeler seconded the motion. Motion carried unanimously.

Ordinance No. 022-12: Standards of Care for the Town's Youth Recreation Programs for 2022

5. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Pokeworks, a Restaurant Located at 3719 Belt Line Road, in order to Exceed the Maximum Letter and Logo Height for Attached Signs. Case MR2022-05/Pokeworks.**

Ken Schmidt, Director of Development Services, presented this item. He advised that Pokéworks is a Hawaiian-inspired fast casual restaurant that has several locations in the Dallas-Fort Worth Metroplex. Pokéworks received SUP approval from the Town in November 2021 for a tenant space located within the Addison Plaza shopping center, which is located on the north side of Belt Line Road, 700 feet east of Marsh Lane. Pokéworks intends to open for business in Addison following the installation of project signage.

Mr. Schmidt advised that staff determined that a proposed attached wall sign facing towards Belt Line Road did not comply with the Town's sign code requirements for letter and logo height. For building frontages within 100 – 150 feet of the street, the Town's sign code limits attached wall

sign letter/logo height to 24 inches, with up to 50 percent of the letters and logos not to exceed 25 percent of the maximum (30 inches). This sign includes a logo and 9 letters, with the 45-inch-tall logo and “P” not complying with the Town’s letter and logo height standard. All other components of the proposed sign comply with Town standards.

After consideration of compliance with the Town’s sign code, Pokéworks elected to pursue a Meritorious Exception. Pokéworks is requesting an exception to exceed the maximum 30-inch letter and logo height by 19 inches for their logo and the “P” in their brand. Pokéworks 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.

Mr. Schmidt advised that staff does believe that the proposed exception request is driven by the Pokéworks brand style, as enforcing the code as written would result in an awkwardly sized sign that is difficult for Belt Line Road commuters to read. The proposed request meets the “hardship” criteria of the sign code and should be approved. Images of the sign with the proposed and required height were provided.

Mayor Chow and Council Member Braun spoke in favor of this request.

MOTION: Council Member Braun moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Ordinance No. 022-13: Meritorious Exception, 3719 Belt Line Road, Case MR2022-05/Pokeworks

6. Present and Discuss an Update on Taste Addison 2022.

Jasmine Lee, Director of Special Events, presented this item. She advised that Taste Addison 2022 will be held June 3rd from 6 p.m. to 12 a.m. and on June 4th from 2 p.m. to 12 a.m. General admission ticket prices are \$15 for ages 13 and over, and \$5 for children ages 6-12; children under 6 are free. VIP and VIP+, that includes parking, packages are available for \$50 and \$75, respectively. Hotel packages are available.

Ms. Lee advised that activities include the Family Fun Lawn, a Marketplace, and Festival Merchandise. Entertainment headliners include Sean Paul, Candlebox, Living Colour, and Stone Temple Pilots. Other entertainment will be provided as well on the Main Stage and the Legends Stage.

Ms. Lee advised that 19 restaurants and 2 concessionaires will be available, providing diverse cuisine options. Sampling will be available in the VIP Lounge while supplies last. Details for VIP tickets were reviewed. She noted that the Town is partnering with local breweries and distilleries for alcoholic beverages.

7. **Present, Discuss, and Consider Action on an Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2022 to Provide Funding for Stone Cottage Repairs, Metrocrest Services Facility Contributions, Contractual Services for Real Estate Brokerage, Tree Plantings, Consulting Services for the Texas Ambulance Supplemental Payment Program, 2022 General Obligation Refunding Bonds, and Prior Year Encumbrances.**

Steven Glickman, Chief Financial Officer, presented this item. He advised that each year Finance staff reviews the budget to determine which items should be recognized with formal budget amendments. When budget variances occur that are outside of the authority of the City Manager these adjustments are presented to the Council in the form of a budget amendment. He reviewed that the Town's budget policy states that amendments may be made as follows:

- Transfers between accounts in a department with approval of the Chief Financial Officer
- Transfers between departments of less than 5% change with approval of the City Manager
- Transfers between funds of more than 5% change must be approved by City Council.

Mr. Glickman advised that during FY 2021 the Town received insurance proceeds related to damage incurred due to Winter Storm Uri. Insurance proceeds in the amount of \$41,875 were recorded in the General Fund related to damage that occurred at the Stone Cottage. This amendment requests to transfer those funds from the General Fund to the Hotel Fund, offset by an increase of \$41,875 in sales tax. Additionally, this amendment proposes recognizing insurance proceeds for the damage to the Stone Cottage that have been received in FY 2022 in the amount of \$14,444 as well as the capital repairs at the Stone Cottage in the amount of \$56,319 from the Hotel Fund.

Mr. Glickman advised an amendment is needed in the Self-Funded Projects Fund for prior year encumbrances for lighting improvements at Celestial Park (\$25,000), Addison Athletic Club Design (\$16,000), and (\$215,000) for the following: Sam's Club Special Area Study, Unified Development Code, DART engineering review, and Addison Circle Redevelopment. An amendment is also needed in the Self-Funded Projects Fund for contributions to Metrocrest Services facility campaign (approved by Council on January 11, 2022) in the amount of \$120,000, consulting services in the amount of \$60,000 to acquire funding through Texas Ambulance Services Supplemental Payment Program that were received in October 2021, tree plantings in the amount of \$50,000 utilizing tree mitigation funds, and real estate brokerage services from Cushman and Wakefield in the amount of \$200,000 (these services were approved by Council on September 22, 2020).

Mr. Glickman stated that an amendment is needed in the Debt Service Fund to account for the issuance of the 2022 General Obligation Refunding Bonds. The proposed amendment recognizes \$9,600,000 in proceeds and uses to pay off the refunded bonds. An ordinance authorizing this

transaction was approved by Council at the January 11, 2022 meeting. The transaction will generate \$1,003,244 in debt service savings over the next ten years.

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

Ordinance No. O22-14: Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2022

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

5.

Meeting Date: 06/14/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on the **Minutes from the May 16, 2022 City Council Special Meeting.**

BACKGROUND:

The minutes for the May 16, 2022 City Council Special Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 16, 2022

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 16, 2022

6:00 p.m. Regular Meeting

**Addison Town Hall
5300 Beltline Road, Dallas, TX 75254**

The Addison City Council conducted its Regular Council Meeting on Monday, May 16, 2022, at Addison Town Hall with a quorum of the City Council physically present. Limited seating for members of the public was available. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. The meeting was live streamed on Addison's website at www.addisontexas.net

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

Council Member-Elect Darren Gardner; Council Member-Elect Eileen Resnik

Absent: Council Member Tom Braun

******At this time Mayor Chow addressed the Election Items******

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

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

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.

Resident Nancy Watson addressed the Council regarding a storm drain and requested it be made safer for the ducks living at the nearby pond.

Election Items

1. **Present, Discuss, and Consider Action on an Ordinance Canvassing the Returns of the May 7, 2022 General Election for Three (3) Council Members.**

City Secretary Irma Parker advised that a copy of the ordinance presented for adoption has been provided to each Council Member. She read the following Official Results as provided by Dallas County Elections:

Candidate	Total	Vote %	EV-In Person	EV Mail	Election Day	EV-ED Provisional
Guillermo Quintanilla	685	29.76%	336	61	285	3
Randy Smith	253	10.99%	118	31	104	0
Darren Gardner	667	28.97%	326	62	276	3
Eileen Resnik	697	30.28%	343	76	275	3
TOTAL VOTES CAST	2,302	100.00%	1,123	230	940	9

MOTION: Council Member Willesen moved to approve. Council Member Wheeler seconded the motion. Motion carried unanimously.

Ordinance No. 022-15: Canvass Election Returns for the May 7, 2022 General Election

2. **Presentation to Outgoing Council Members Paul Walden and Marlin Willesen.**

Mayor Chow offered his appreciation to Deputy Mayor Pro-Tempore Paul Walden and Council Member Marlin Willesen for their service. Both Council members spoke of their experiences and appreciation for their years on the Town Council. City Manager Wes Pierson offered thanks and appreciation to both outgoing Council members.

Mayor Chow presented service plaques, photos and personalized street signs to Deputy Mayor Pro-Tempore Walden and Council Member Willesen.

3. **Administer the Oath of Office to the Three (3) Council Members Elected at the May 7, 2022 General Election.**

Mayor Chow and City Secretary Parker administered the Oath of Office to newly re-elected Council Member Guillermo Quintanilla and Council Members-Elect Eileen Resnick, and Darren Gardner.

4. **Present Certificates of Election to the Three (3) Council Members Elected at the May 7, 2022 General Election.**

Mayor Chow presented newly re-elected Council Member Guillermo Quintanilla and Council Members-Elect Eileen Resnick, and Darren Gardner with a Certificate of Election. Each took their place at the dais.

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

Mayor Chow reviewed the roles and responsibilities of the Mayor Pro Tempore and Deputy Mayor Pro Tempore. He nominated Council Member Kathryn Wheeler as Mayor Pro Tempore and Council Member Lori Ward as Deputy Mayor Pro Tempore. Mayor Chow called for a motion to approve his nominations.

MOTION: Council Member Resnik moved to approve Mayor Chow's nomination. Council Member Quintanilla seconded the motion. Motion carried unanimously.

**** *Recess* ****

**** *Announcements and Public Comments* ****

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.*

6. **Consider Action on Change Order #2 to Jacobs Engineering Group Inc. for the Keller Springs Road and Airport Parkway Design Projects and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$135,110.**

7. **Consider Action to Reject Bids Received in Response to Bid #22-72 for Bella Lane North Connector – Vitruvian Park Public Infrastructure Project.**

8. **Consider Action on a Resolution Denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor.**

City Manager Pierson advised the Council that the Ordinance attached to the agenda for Item 8 was a draft and Council has now been provided the final version at their places at the dais.

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. There were none.

MOTION: Council Member Quintanilla moved to approve Consent Agenda Items 6, 7, and 8 as submitted. Deputy Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

Resolution No. R22-025: Deny Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor

Regular Items

Mayor Chow read Items 9 and 10 and advised there will be one presentation for both.

9. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be Used as a Restaurant. Case 1847-SUP/5280 Belt Line Road (Sweetgreen).

Ken Schmidt, Director of Development Services, provided the presentation for Items 9 and 10. Both are located at the same address. He noted each will require its own public hearing and vote.

Mr. Schmidt advised this request includes approval of a Special Use Permit for a restaurant (Sweetgreen) and approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption (Postino). He advised that the building is currently occupied by Meso Maya restaurant.

Mr. Schmidt advised that Sweetgreen is a “fast-casual” restaurant that will not serve alcohol, and Postino is a casual sit-down restaurant that will serve alcohol. The property owner proposes to subdivide the building to create these two tenant spaces. Sweetgreen would occupy the eastern, 3,200 square foot tenant space, which would be comprised of 2,150 square feet of interior floor area and a 1,050 covered patio created from space that is currently interior to the building. Sweetgreen provides seating for 38 diners (20 interior/18 patio seats). The interior floor plan is predominately comprised of kitchen and service area, with a single row of bar seating lining the new storefront delineating the patio from the interior space.

Postino would occupy the western, 5,546 square foot tenant space, which would be comprised of 4,446 square feet of interior floor area and a 1,000 covered patio. This proposed floor plan would reclaim a portion of the existing Meso Maya patio space at the western façade. Postino will provide seating for 160 diners, which will be comprised of 110 interior seats and 50 patio seats

Mr. Schmidt advised that this proposed plan will not add any additional floor area. As one of the more physically constrained properties in Addison, improvements to parking, landscape, and pedestrian connectivity are difficult to achieve without detrimentally impacting the economic viability of the property. Currently, the site provides the minimum required parking supply but does not comply with handicapped parking requirements. Two parking spaces were removed to add one additional handicapped parking space to bring the site into better compliance. The site does not currently comply with landscape area or buffer requirements. A small amount of landscape area will be added, and parking lot and base landscape will be enhanced on site to bring the site into better compliance. The applicant intends to modify the façade to reflect two distinct tenant spaces. The façade plan complies with Town codes.

Mr. Schmidt advised notices were sent to seven (7) adjacent property owners with no responses received. He advised the Planning and Zoning Commission voted unanimously to approve both requests at its April meeting. Staff is recommending approval of the requests, with the conditions that the applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage, and the Meso Maya SUP Ordinance O16-042 (as amended by O18- 007) is repealed upon issuance of a CO for either Sweetgreen or Postino.

Mayor Pro Tempore Wheeler inquired about the timeline for the project. Mr. Schmidt responded that the interior remodeling is the responsibility of the tenant, and the exterior is the responsibility of the property owner. He advised it would likely be next spring before completion.

Mr. Schmidt advised that the applicant for these requests is not local and requested that the Council table the item in the event there are any issues with the items, allowing time to communicate with the applicant.

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

MOTION: Deputy Mayor Pro Tempore Ward moved to approve. Council Member Quintanilla seconded the motion. Motion carried unanimously.

Ordinance No. 022-16: Special Use Permit for a Restaurant, Case 1847-SUP/5280 Belt Line Road (Sweetgreen)

10. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be used as a Restaurant with the Sale of Alcoholic Beverages for On-Premises and Off-Premises Consumption. Case 1848-SUP/5280 Belt Line Road (Postino).**

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

MOTION: Mayor Pro Tempore Wheeler moved to approve with Conditions as recommended by staff. Council Member Resnick seconded the motion. Motion carried unanimously.

Ordinance No. 022-17: Special Use Permit for a Restaurant with Alcohol Sales, Case 1848-SUP/5280 Belt Line Road (Postino)

11. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Jakes Burgers, a Restaurant Located at 14920 Midway Road, to Exceed the Permitted Maximum Letter Height for an Attached Commercial Tenant Identification Sign. Case MR2022-06/Jakes Burgers.**

Ken Schmidt, Director of Development Services, presented this item. He advised that Jakes Burgers is a restaurant chain currently renovating a restaurant space located at 14920 Midway

Road, formerly known as Blue Goose Cantina. As the project nears completion, the owner has begun the permitting process for signage for the site, which includes an identification sign located above the entry of the building. During the permit review process, staff determined that the proposed attached wall sign did not comply with the Town's sign code.

The proposed sign has a maximum letter height of 30 inches tall and its location on the building faces diagonally towards the corner of Midway Road and Beltway Road with setbacks of 112 feet from Midway, 84 feet from Beltway, and 122 feet from the corner of the intersection. Due to the setback from Beltway, the proposed letter height for the sign is greater than Town code allows.

The applicant is seeking a meritorious exception to allow for the signage setback to be based off the setback from Midway Road. If measured this way, the setback would be 112 feet and allow for the letter/logo height to be 24 inches with 50% of the letters allowed to be an additional 25% in height, making the maximum allowable letter height of 30 inches, which is depicted on the plan.

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.

Mr. Schmidt advised that staff believes that the exceptional circumstances or surroundings criteria is met for the proposed sign. Due to most of the restaurant's customers entering and exiting from Midway Road staff believes that it is appropriate to allow for the signage to be based off of Schedule B of the Sign Code, allowing for 50% of the letters to be 30 inches in height to increase visibility from Midway. In this case only the letter "J" would be 30 inches in height.

Mayor Chow and several Council members spoke in favor of this item.

MOTION: Council Member Resnick moved to approve. Council Member Gardner seconded the motion. Motion carried unanimously.

Ordinance No. O22-18: Meritorious Exception for a Sign, Case MR2022-06/Jakes Burgers.

12. Present and Discuss the Proposed 2022 General Obligation Bonds and 2022 Certificates of Obligation.

Steven Glickman, Chief Financial Officer, advised that the Town's proposed 2022 bond issuance program includes a total issuance in the amount of \$23,518,000 consisting of \$10,518,000 in General Obligation Bonds and \$13,000,000 in Certificates of Obligation.

Since 2012, Addison voters have approved several bond programs to fund various projects

throughout Town. Once voter approval is secured, the City Council is authorized to issue general obligation bonds to pay for projects.

The proposed 2022 General Obligation Bond issuance totals \$10,518,000 and consists of the following:

- The final \$5,000,000, from the authorized \$16,000,000 (\$11,000,000 issued to date), from Proposition 1 of the 2012 Bond Election for reconstruction of Midway Road. Council awarded a construction contract to Tiseo Construction on December 8, 2020. The project is currently under construction with an anticipated completion date in Fiscal Year 2024.
- \$3,213,000, from the authorized \$6,723,000 (\$3,510,000 issued to date), from Proposition C of the 2019 Bond Election for parks and recreation improvements and facilities. The funds would be used for improvements to Les Lacs Pond. A design contract for this project is anticipated to be brought before Council in late spring or early summer of 2022.
- \$2,305,000, from the authorized \$7,395,000 (\$5,090,000 issued to date), from Proposition D of the 2019 Bond Election for improvements to existing municipal buildings. The funds would be used for phase two of facilities improvements projects which includes roof, HVAC, and ADA improvements, with design anticipated to begin during the summer of 2022. It is anticipated that all phase one projects will be completed by the end of Fiscal Year 2022.

The proposed 2022 Certificates of Obligation issuance totals \$13,000,000 and consists of the following:

- \$10,000,000 for the reconstruction of Midway Road. On November 13, 2018 Council directed the City Manager to proceed with the issuance of Certificates of Obligation for this project. Council awarded a construction contract to Tiseo Construction on December 8, 2020. The project is currently under construction with an anticipated completion date in Fiscal Year 2024.
- \$3,000,000 for Utility Fund capital improvement projects supported and serviced by Utility Fund revenue.

Mr. Glickman provided an overview of the tax rate impact, which is lower than originally anticipated for the bond issuances. He provided a timeline that begins with Council considering a resolution on June 14, 2022 stating the Intent to Issue Certificates of Obligation and ending with a sale for both the Certificates of Obligation and the General Obligation bonds on August 9, 2022. In response to Mayor Chow's question, Mr. Glickman advised that General Obligation bonds are those that are approved by voters, and Certificates of Obligation are issued on the authority of Council.

13. Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2022 Second Quarter Ended March 31, 2022.

Steven Glickman, Chief Financial Officer, presented this item. He advised that the Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of each fiscal quarter. This report covers the financial performance through the second quarter

for Fiscal Year 2022 (January 1, 2022 - March 31, 2022). An executive dashboard providing a high-level look at some key financial indicators along with more detailed exhibits was provided. The report includes information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds.

Key highlights for the second quarter include:

- General Fund revenue totaled \$32.5 million, which is 79.7 percent of the fiscal year budget.
- General Fund expenditures totaled \$18.7 million, which is 45.9 percent of the fiscal year budget.
- Sales tax collections totaled \$8.3 million, which is 60.6 percent of the fiscal year budget.
- The Hotel Fund had revenue of \$2.0 million, an increase of \$1.2 million from this time a year ago, and expenditures of \$1.6 million.
- Performing Arts expenditures are at 99.6% percent due to the full payment of the WaterTower Theatre grant.
- Special Events revenues totaled 23.1 percent, and expenses totaled 5.7 percent of the fiscal year budget due to timing of events.
- Airport Fund operating revenue totaled \$3.3 million or 46.1 percent, and operating expenditures totaled \$2.5 million, or 48.3%.
- Utility Fund operating revenue totaled \$6.9 million or 47.6 percent, and operating expenditures totaled \$7.5 million, or 51.1%.
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 2 of Fiscal Year 2022 was provided for informational purposes.

Brief discussion followed among Council regarding sales tax cycles and hotel occupancy that is increasing.

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

6.

Meeting Date: 06/14/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on the **Minutes from the May 31, 2022 City Council Special Meeting.**

BACKGROUND:

The minutes for the May 31, 2022 City Council Special Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 31, 2022

DRAFT

SPECIAL MEETING OF THE CITY COUNCIL

May 31, 2022

ADDISON TREEHOUSE

14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
6:30 PM EXECUTIVE SESSION

The Addison City Council conducted its Special Council Meeting on Tuesday, May 31, 2022, at the Addison TreeHouse. 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 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

Present: Mayor Joe Chow; Mayor Pro Tempore Kathryn Wheeler; Deputy Mayor Pro Tempore Lori Ward; Council Member Tom Braun; Council Member Darren Gardner; Council Member Guillermo Quintanilla; Council Member Eileen Resnik

Call Meeting to Order: Mayor Chow called the meeting to order at 6:30 PM.

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

**** PUBLIC COMMENT ****

There was one member of the audience who wished to address the City Council therefore Mayor Chow called for Public Comment to be conducted prior to the Executive Session.

- Al Cioffi, 14867 Towne Lake Circle – informed the City Council of the organization of the Addison Biking Group supported by the Addison Athletic Club.
-

EXECUTIVE SESSION

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

- **Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:**
 - **City Manager Transition Planning**

Mayor Chow closed the Open Meeting to convene the City Council into Closed Executive Session at 6:36 PM.

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 Regular Session at 8:32PM.

No action was taken as a result of Executive Session.

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.

Adjourn Meeting

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

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

7.

Meeting Date: 06/14/2022

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

AGENDA CAPTION:

Consider Action on Change Order #3 to the Contract with Jim Bowman Construction Company LP, for Concrete and Asphalt Repairs and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$350,000.

BACKGROUND:

On May 28, 2019, Council approved an Indefinite Quantity Indefinite Duration (IDIQ) contract with Jim Bowman Construction Company LP (Bowman) for concrete and asphalt repairs.

In Fiscal Year 2019, City Council approved Change Order #1 for \$610,645 to Bowman for the Fire Station Driveways, Town Hall Drive, and Lake Forest Drive repair projects. Change Order #1 did not affect the Fiscal Year 2022 (FY22) contract price.

For FY22, City Council approved Change Order #2 for \$1,980,000 for the maintenance and repair of Belt Line Road and Addison Road and street repairs at various locations around the Town. Change Order #2 brought the FY22 annual spending limit to \$2,580,000.

During the inspection of Addison Road immediately prior to the beginning of construction, it was found that significantly more failures had developed in the past year since the budgeting process. Change Order #3 will address the failures that have developed in the past year and raise the FY22 amount by \$350,000 and bring the total amount to \$2,930,000. A breakdown of the changes can be found in the attached Change Order #3.

If approved, the funding for Change Order #3 is available from the Streets Special Projects Fund. It will be included in the year-end Budget Amendment along with offsetting revenue up to \$496,500 from Dallas County for these repairs.

RECOMMENDATION:

Administration recommends approval.

Attachments

Jim Bowman Change Order #3



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 3
Project Name: Street Maintenance IDIQ Contract
Project Number(s): 19-117
Project Manager: Juan Gutierrez
Date: 06/01/2021

A. INTENT OF CHANGE ORDER

This Change Order is to provide additional asphalt repairs on Addison Road for Fiscal Year 2022 utilizing the Town's pavement IDIQ contract with Jim Bowman Construction.

B. REASON FOR CHANGE

During the inspection of Addison Road prior to beginning construction, it was found that many more failures have developed in the past year since the FY22 budgeting process and additional repairs are needed.

C. EFFECT OF CHANGE ON CONTRACT PRICE

The Original amount awarded in 2019 for annual repairs is \$600,000.

Change Order #1 was approved as a part of the 2019 fiscal year to perform repairs of Town Hall Drive, Lake Forest Drive, and driveways at the fire stations. Change Order # 1 amount was \$610,645 and does not influence the fiscal year 2022 contract price.

Change Order #2 was approved for \$1,980,000 during FY22 for the maintenance and repair of Belt Line Road and Addison Road and for additional street repairs at various locations around the Town.

Change Order #3 will increase the FY22 amount by \$350,000 bringing the FY22 contract price to \$2,930,000.

Jim Bowman FY2022 Repairs	Cost
Annual Amount Awarded by Council in 2019	\$ 600,000
Change Order #2 Amount	\$1,980,000
Change Order #3 Amount	\$350,000
New Contract Price for FY2022	\$ 2,930,000

D. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, Jim Bowman Construction, Inc., do hereby agree to append this Change Order Number 3 to the original contract between themselves, dated May 28, 2019.

Plano	Texas	75074
City	State	Zip

Phone: 972-423-1313

Contractor Printed Name:

ADRIAN BOWMAN

Contractor's Signature

City Manager Printed Name:

City Manager

Director Printed Name:

Shannon Hicks, P.E.

Shan Hicks

Department Director

Council Meeting

8.

Meeting Date: 06/14/2022

Department: Infrastructure- Development Services

Pillars: Gold Standard in Customer Service

AGENDA CAPTION:

Consider Action on a **Resolution Approving Three (3) Agreements for On-Call Emergency Debris Hauling Services with CrowderGulf, LLC. Serving as the Primary Vendor and T.F.R. Enterprises, Inc., and DRC Emergency Services, LLC, Respectively, Serving as Alternate Vendors for the Town and Authorizing the City Manager to Execute the Agreements.**

BACKGROUND:

In January 2017, the Emergency Management Coordinator from the City of Carrollton invited Addison staff to participate in the solicitation of proposals for Debris Monitoring and Hauling Services. The purpose of these services is to assist the Town in recovery from natural disasters such as tornadoes.

Addison Council approved an agreement for debris monitoring services in September of 2019. Since then, Addison staff coordinated with staff from Carrollton, Coppell, and Farmers Branch to develop a Request for Proposals (RFP) for debris hauling services.

A RFP for Addison, Carrollton, Coppell, and Farmers Branch (the Quad Cities) was posted by the City of Carrollton and closed on August 17, 2020. Arbor Masters Tree Services; CrowderGulf, LLC; DRC Emergency Services, LLC; Southern Disaster Recovery, LLC; and TFR Enterprises, Inc. submitted proposals in response to the RFP. A committee from the Quad Cities scored these five proposals based on experience, ability to perform the work, cost, safety record, and other contractual obligations. The scoring results were as follows:

- CrowderGulf - 95.9
- T.F.R. Enterprises - 87.8
- DRC Emergency Services - 86.4
- Arbor Masters Tree - 73.4
- Southern Disaster Recovery - 69.0

Staff from the Quad Cities interviewed the top three firms with the goal of identifying a primary vendor and two alternates. Staff agreed upon CrowderGulf as the primary vendor, with T.F.R. Enterprises as the first alternate and DRC Emergency Services as the second. The initial agreement period is one-year,

with options to extend the term of the agreement for four additional one-year periods with the same terms and conditions. Each year the contractor will be required to submit updated 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 RFP can be issued.

There is no up-front financial impact. These are stand-by agreements that will only be activated when needed. There is no annual retainer for these services, and the cost schedule is set for the contract's life. The cost schedules can be found as part of the Contract Agreements attached to the Resolution labeled as Exhibits A, B, and C. Once activated, the cost would depend on the duration of the activation and the scope of the response needed. Costs would be tracked according to FEMA guidelines for possible reimbursement should a Federal Disaster Declaration be obtained for the event.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Debris Hauling Services
Bid Evaluation Scoring

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THREE (3) AGREEMENTS FOR ON-CALL EMERGENCY DEBRIS HAULING SERVICES WITH CROWDERGULF, LLC SERVING AS THE PRIMARY VENDOR FOR THE TOWN AND T.F.R ENTERPRISES, INC. AND DRC EMERGENCY SERVICES, LLC, RESPECTIVELY, SERVING AS THE ALTERNATE VENDORS FOR THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, together with the cities of Carrollton, Coppell, and Farmers Branch (collectively the “Quad Cities”) issued a joint request for proposals (RFP) to solicit proposals from potential vendors to provide on-call emergency debris hauling and monitoring services; and

WHEREAS, a committee of the Quad Cities received and scored five proposals, ultimately interviewing the top three companies and recommending a primary vendor and two alternates; and

WHEREAS, the City Council for the Town of Addison, having reviewed the recommendations of the Quad Cities committee and Town staff, desires to authorize three agreements for on-call emergency debris hauling services, with CrowderGulf, LLC serving as the primary vendor and T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC, respectively, as the alternate vendors for the Town of Addison.

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

SECTION 1. The City Council hereby approves three agreements for on-call emergency debris hauling services between the Town of Addison and CrowderGulf, LLC, as the primary vendor, and T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC, as the alternate vendors. True and correct copies of the foregoing agreements are attached to this Resolution as **Exhibits “A” through “C”**, respectively, and the City Manager is hereby authorized to execute the same.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **14th** day of **JUNE** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

This **Agreement for Debris Removal and Disposal Services** ("**Agreement**") is entered into as of the Effective Date by and between the **Town of Addison** ("**Town**"), a Texas home rule municipality, and **CrowderGulf, LLC** ("**Contractor**"), an Alabama limited liability company (each a "**Party**" and collectively the "**Parties**"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the "**Services**"); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the "**Initial Term**"), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a "**Renewal Term**") unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

Article II Scope of Services; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

EXHIBIT A

- A. This Agreement;
- B. RFP Bid #20-020 titled ***Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services*** issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the “**RFP**”); and
- C. Contractor’s Response to said RFP Bid #20-020 received August 17, 2020 (“**Contractor’s Proposal**”).

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor’s Proposal to the “MQC” shall be read as “Town” as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit “A,” attached hereto and incorporated herein by reference (the “**Rate Schedule**”). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor’s monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of

EXHIBIT A

services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. 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.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. 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 Town. Contractor shall supervise the performance of

EXHIBIT A

its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

With a copy to:

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

Attn: Ashley Ramsay-Naile, President
CrowderGulf, LLC
5629 Commerce Blvd. E
Mobile, Alabama 36619

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the

EXHIBIT A

insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employers liability insurance. This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a “following form basis”.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “THE TOWN PARTIES”), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE’S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT

EXHIBIT A

COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. 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 OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto 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 hereto.

EXHIBIT A

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT A

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 6th day of June, 2022.

CROWDERGULF, LLC

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

EXHIBIT A

EXHIBIT "A" RATE SCHEDULE

Category	Field Name and Description	Unit	Amount
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$7.90
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$8.00
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$8.25
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$8.75
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$9.50
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.75
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.25
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$10.95
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.90
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$2.00
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$2.20
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$1.80
	Compacting <i>Compacting vegetative debris</i>	CY	\$2.50
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$1.15
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$3.00
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$3.95
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$4.50
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$5.00

EXHIBIT A

Category	Field Name and Description	Unit	Amount
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	CY	\$7.90
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$8.00
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$8.25
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	CY	\$8.75
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.50
	16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.50
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.50
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$7.00
			\$155.75
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.00
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.00
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.00
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$5.95
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$10.00
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$10.50
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$11.50
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$12.50
Management and Reduction	Compacting Compacting C&D debris	CY	\$2.50
	Debris Management Site Management Preparation, management, and segregating at DMS	CY	\$1.15

EXHIBIT A

Category	Field Name and Description	Unit	Amount
Tree Operations	Hazardous Tree 6" - 12" <i>Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$35.00
	Hazardous Tree 13" - 24" <i>Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$70.00
	Hazardous Tree 25" - 36" <i>Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$130.00
	Hazardous Tree 37" - 48" <i>Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$175.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$230.00
	Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater then 2"</i>	Per Tree	\$75.00
	Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Per Stump	\$90.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$140.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$200.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$15.00
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$34.00
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	CY	\$10.00
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$12.00
	Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i>	Unit	\$50.00
	Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i>	Unit	\$10.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$25.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter</i>	Pound	\$1.50
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	\$35.00
	Freon Management <i>Freon management and recycling</i>	Unit	\$25.00
	Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items</i>	Unit	\$25.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$6.00
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$6.00

EXHIBIT A

Category	Field Name and Description	Unit	Amount
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$6.00
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$15.00
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$12.00
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$12.25
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$12.50
	60 + Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$13.50
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$13.50
	16-30 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$13.75
	31-60 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$14.00
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$15.00
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$12.00
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$12.25
	31-60 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$12.50
	60 + Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$13.50
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$13.50
	16-30 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$13.75
	31-60 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$14.00
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$15.00

EXHIBIT A

Category	Field Name and Description	Unit	Amount
Demolition of Private Structure	Demolition of Eligible Private Structure <i>Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)</i>	SF	\$3.95

EXHIBIT B

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

This **Agreement for Debris Removal and Disposal Services** ("**Agreement**") is entered into as of the Effective Date by and between the **Town of Addison** ("**Town**"), a Texas home rule municipality, and **DRC Emergency Services, LLC** ("**Contractor**"), an Alabama limited liability company (each a "**Party**" and collectively the "**Parties**"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the "**Services**"); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the "**Initial Term**"), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a "**Renewal Term**") unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

Article II Scope of Services; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

PAGE 1	AGREEMENT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES: TOWN OF ADDISON AND DRC EMERGENCY SERVICES, LLC
--------	--

EXHIBIT B

- A. This Agreement;
- B. RFP Bid #20-020 titled *Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services* issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the “RFP”); and
- C. Contractor’s Response to said RFP Bid #20-020 received August 17, 2020 (“Contractor’s Proposal”).

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor’s Proposal to the “MQC” shall be read as “Town” as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit “A,” attached hereto and incorporated herein by reference (the “Rate Schedule”). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor’s monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and

EXHIBIT B

materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. 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.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. 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 Town. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

EXHIBIT B

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

With a copy to:

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

Attn: Kristy Fuentes
Vice President/Secretary/Treasurer
DRC Emergency Services, LLC
6702 Broadway Street
Galveston, Texas 77554

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial

EXHIBIT B

general liability insurance, automobile insurance and employers liability insurance. This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a "following form basis".

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "THE TOWN PARTIES"), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF

EXHIBIT B

COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto 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 hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

EXHIBIT B

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT B

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 15th day of June, 2022.

DRC EMERGENCY SERVICES, LLC

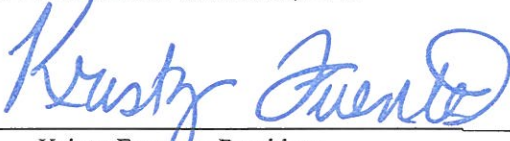
By: 
Kristy Fuentes, President

EXHIBIT B

EXHIBIT "A" RATE SCHEDULE

Category	Field Name and Description	Unit	DRC
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$7.35
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$7.95
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$8.50
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$9.60
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$7.95
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$8.55
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$9.20
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$10.20
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.85
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$2.20
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$2.90
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$1.40
	Compacting <i>Compacting vegetative debris</i>	CY	\$0.50
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$1.15
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$3.43
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$4.23
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$5.23
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$6.00

EXHIBIT B

Category	Field Name and Description	Unit	DRC
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	CY	\$7.75
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$8.15
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$8.95
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	CY	\$9.95
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.63
	16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.55
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.40
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$6.25
\$153.80			
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.63
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.55
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.40
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$6.25
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$8.25
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$8.65
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$9.45
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$10.45
Management and Reduction	Compacting Compacting C&D debris	CY	\$0.50
	Debris Management Site Management Preparation, management, and segregating at DMS	CY	\$1.15

EXHIBIT B

Category	Field Name and Description	Unit	DRC
Tree Operations	Hazardous Tree 6" - 12" <i>Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$45.00
	Hazardous Tree 13" - 24" <i>Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$85.00
	Hazardous Tree 25" - 36" <i>Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$115.00
	Hazardous Tree 37" - 48" <i>Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$170.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$200.00
	Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater then 2"</i>	Per Tree	\$75.00
	Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Per Stump	\$200.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$300.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$400.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$0.50
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$22.95
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	CY	
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$18.00
	Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i>	Unit	\$200.00
	Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i>	Unit	\$350.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$675.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter</i>	Pound	\$1.95
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	\$40.00
	Freon Management <i>Freon management and recycling</i>	Unit	\$40.00
	Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items</i>	Unit	\$30.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$5.95
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$9.95

EXHIBIT B

Category	Field Name and Description	Unit	DRC
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$9.95
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$23.50
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$8.25
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$8.95
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$9.75
	60 + Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$10.75
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$8.45
	16-30 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.15
	31-60 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.05
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$8.45
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.15
	31-60 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.05
	60 + Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$8.75
	16-30 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.45
	31-60 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.35
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$11.30

EXHIBIT B

Category	Field Name and Description	Unit	DRC
Demolition of Private Structure	Demolition of Eligible Private Structure <i>Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)</i>	SF	\$4.25

EXHIBIT C

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement for Debris Removal and Disposal Services ("Agreement") is entered into as of the Effective Date by and between the Town of Addison ("Town"), a Texas home rule municipality, and T.F.R. Enterprises, Inc. ("Contractor"), a Tennessee corporation (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the "Services"); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the "Initial Term"), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a "Renewal Term") unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

Article II Scope of Services; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

EXHIBIT C

- A. This Agreement;
- B. RFP Bid #20-020 titled *Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services* issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the "RFP"); and
- C. Contractor's Response to said RFP Bid #20-020 received August 17, 2020 ("Contractor's Proposal").

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor's Proposal to the "MQC" shall be read as "Town" as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Rate Schedule"). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and

EXHIBIT C

materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. 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.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. 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 Town. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

EXHIBIT C

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

With a copy to:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

T.F.R. Enterprises, Inc.
Attn: Tipton F. Rowland, President
601 Leander Drive
Leander, Texas 78641

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employers liability insurance.

EXHIBIT C

This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a "following form basis".

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "THE TOWN PARTIES"), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. 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 OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto 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 hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

EXHIBIT C

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT C

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 2nd day of June, 2022.

T.F.R. ENTERPRISES, INC.

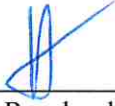
By:  _____
Tipton Rowland, President

EXHIBIT C

EXHIBIT “A” RATE SCHEDULE

Category	Field Name and Description	Unit	DRC
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$7.35
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$7.95
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$8.50
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$9.60
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$7.95
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$8.55
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$9.20
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$10.20
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.85
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$2.20
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$2.90
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$1.40
	Compacting <i>Compacting vegetative debris</i>	CY	\$0.50
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$1.15
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$3.43
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$4.23
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$5.23
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$6.00

EXHIBIT C

Category	Field Name and Description	Unit	DRC
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles	CY	\$7.75
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$8.15
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$8.95
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles	CY	\$9.95
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.63
	16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.55
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.40
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$6.25
			\$153.82
Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$3.63
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$4.55
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$5.40
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$6.25
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles	CY	\$8.25
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles	CY	\$8.65
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles	CY	\$9.45
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles	CY	\$10.45
Management and Reduction	Compacting Compacting C&D debris	CY	\$0.50
	Debris Management Site Management Preparation, management, and segregating at DMS	CY	\$1.15

EXHIBIT C

Category	Field Name and Description	Unit	DRC
Tree Operations	Hazardous Tree 6" - 12" <i>Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$45.00
	Hazardous Tree 13" - 24" <i>Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$85.00
	Hazardous Tree 25" - 36" <i>Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$115.00
	Hazardous Tree 37" - 48" <i>Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$170.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$200.00
	Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater then 2"</i>	Per Tree	\$75.00
	Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Per Stump	\$200.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$300.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$400.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$0.50
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$22.95
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	CY	
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$18.00
	Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i>	Unit	\$200.00
	Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i>	Unit	\$350.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$675.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter</i>	Pound	\$1.95
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	\$40.00
	Freon Management <i>Freon management and recycling</i>	Unit	\$40.00
	Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items</i>	Unit	\$30.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$5.95
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$9.95

EXHIBIT C

Category	Field Name and Description	Unit	DRC
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$9.95
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$23.50
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$8.25
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$8.95
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$9.75
	60 + Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$10.75
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i>	CY	\$8.45
	16-30 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.15
	31-60 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.05
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$8.45
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.15
	31-60 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.05
	60 + Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$8.75
	16-30 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$9.45
	31-60 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$10.35
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$11.30

EXHIBIT C

Category	Field Name and Description	Unit	DRC
Demolition of Private Structure	Demolition of Eligible Private Structure <i>Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)</i>	SF	\$4.25

Debris Removal And Cleanup Services

Bid Number: 20-020

Final Evaluation Worksheet

	Maximum Points	Maximum Points	Maximum Points	Maximum Points	Maximum Points	Maximum Points
	25	25	20	20	10	100
Vendor Name	Past Experience	Ability to Perform	Cost	Safety Record	Other Contractual Obligations	Total
Arbor Master Tree	18.6	20.4	11.4	16.0	7.0	73.4
Crowder Gulf	24.8	24.0	18.8	19.9	8.5	95.9
DRC Emergency Services	22.3	19.5	18.8	18.9	7.0	86.4
Southern Disaster Recovery	16.4	16.7	10.0	19.2	6.7	69.0
TFR Enterprises	22.3	20.5	19.5	18.3	7.3	87.8

1. Experience - History working on similar projects, references , staff experience levels
2. Ability to Perform the Work - Established Project Approach, Sense of Urgency, Responsiveness
3. Cost- Total offering all categories
4. Safety Record- Proven record and continued training , achievements, certificates
5. Other Contractual Obligations- Volumn of competing commitments

Represented Municipalities:

Addison
Carrollton
Coppell
Farmer's Branch

Council Meeting**9.****Meeting Date:** 06/14/2022**Department:** Infrastructure- Development Services**Pillars:** Innovative in Entrepreneurship & Business**Milestones:** Promote and protect the Addison Way

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Agreement with Nu-Way Construction, LLC. for the Construction of Sanitary Sewer & Water Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$694,970.50.

BACKGROUND:

The purpose of this item is to award a contract for the construction of the Sanitary Sewer & Water Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701, to serve the Vitruvian Townhomes development project. The scope of work for the project will include the construction of water and wastewater lines necessary to serve the future Vitruvian Development.

Vitruvian Park Public Infrastructure Phase 9, Block 701, is located at the northeast corner of Vitruvian Way and Bella Lane and is a part of the Vitruvian Development. The Master Facilities Agreement between Addison and UDR provides the allocation and expenditure of authorized funds to design and construct the public infrastructure improvements necessary to support the private development.

On January 11, 2022, City Council authorized a Professional Services Agreement (PSA) with Icon Consulting Engineers (Icon) for design services associated with Sanitary Sewer & Water Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701. The design for this project was completed in April 2022.

On April 12, 2022, the project was advertised on CIVCAST, and the advertisements were closed on May 10, 2022. The Town received two proposals ranging in cost from \$694,970.50 to \$1,481,440. Staff evaluated the proposals based on price, experience, schedule, and references. Below is the result of this scoring:

Vendor Name	Total Score	Price
Atkins Brothers Equipment	73.5	\$1,481,440.00
Nu-Way Construction	100.0	\$694,970.50

A breakdown of the scoring and pricing for each vendor can be found in the Bid Evaluation Scoring attachment.

If the contract is approved, the notice to proceed is anticipated to be issued by the end of June 2022 but supply chain issues may delay the start of construction by as much as 16 weeks. Construction should take approximately three months once materials are delivered. A total budget of \$2,625,618 in bond funds is allocated in the Master Facilities Agreement as part of phase 9 of the Vitruvian Development.

The bid plans, bid specifications, and other pertinent documentation can be found on the project website at the link below:

<https://addisontexas.net/publicworks-engineering/sanitary-sewer-water-improvements-vitruvian-park-public-infrastructure-phase>

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Vitruvian Park Public Infrastructure Phase 9, Block 701

Recommendation Letter & Bid Tabulation

Bid Evaluation Scoring

Nu-Way Construction Submittal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH NU-WAY CONSTRUCTION, LLC FOR THE SANITARY SEWER AND WATER IMPROVEMENTS FOR VITRUVIAN TOWNHOMES (PHASE 9, BLOCK 701) IN AN AMOUNT NOT TO EXCEED \$694,970.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Nu-Way Construction, LLC for sanitary sewer and water improvements for Vitruvian Townhomes, Vitruvian Park Infrastructure Phase 9, Block 701 (the “Project”) in conformance with the contract documents for City Bid No. 22-114, which are identified and included by reference in the agenda memorandum accompanying this Resolution.

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

SECTION 1. The City Council hereby approves the construction services agreement between the Town of Addison and Nu-Way Construction, LLC for the above-described Project in an amount not-to-exceed of \$694,970.50, 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 **14th** day of **JUNE**, 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT

Sanitary Sewer & Water Improvements - Vitruvian Townhomes
Vitruvian Public Infrastructure (Phase 9, Block 701)
Bid #22-114

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Nu-Way Construction, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment and supplies to perform the Sanitary Sewer & Water Improvements - Vitruvian Townhomes (Phase 9, Block 701) (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #22-114;
 - (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 Project.

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 (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, 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 Project. 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 Project, 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 Project.

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services.

(b) Quality Materials. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. Payment for extra work shall be as agreed in the work order. 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. All minor details of the work not specifically mentioned in the Scope of Services or Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) 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.

(e) 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 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.

EXHIBIT A

"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.

(f) 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.

(g) No Waiver of City's Rights. Neither City's review, approval or 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.

(h) Rights-of-Access. City will obtain or furnish right-of-access to the Project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules and regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation; Method of Payment. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SIX HUNDRED AND NINETY-FOUR THOUSAND, NINE HUNDRED AND SEVENTY DOLLARS AND FIFTY CENTS (\$694,970.50) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for services that shows the names of the Contractor's employees, agents, Contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services.

(b) Deductions; Withholding. 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 the City's premises, arising out of Contractor's performance under 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 the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another Contractor or subcontractor.

EXHIBIT A

When the above grounds are removed, or Contractor provides a surety bond or letter of credit satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is sixty (60) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before sixty (60) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions: Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspend Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to **\$500.00 per day**, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

EXHIBIT A

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, 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. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), 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 prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply



EXHIBIT A

with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. 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 10. Indemnification

(a) Release of liability. 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") 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 CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY 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 CONTRACTOR'S 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, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). 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 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth below (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 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

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

- (1) 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;
- (2) 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
- (3) 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



EXHIBIT A

a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. 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 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 LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

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
P.O. Box 9010
Addison, Texas 75001
E: wperson@addisontx.gov

For Contractor:

NU-WAY CONSTRUCTION, LLC

By: _____
Salvador Murillo
Director of Operations

Date: 6/1/2022

Notice Address:

Nu-Way Construction, LLC
Attn: Salvador Murillo, Director of Operations
P.O. Box 270416
Flower Mound, Texas 75027
E: sal@nu-wayconstruction.net

Addison Contract ID:
CSA_W13W_June 14, 2022_v1.20220427

icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners

May 24, 2022

Shannon Hicks, P.E.
Director of Public Works and Engineering Services

Town of Addison
Addison Service Center
16801 Westgrove Dr.
Addison, TX 75001

Re: Sanitary Sewer & Water Improvements – Vitruvian Townhomes
Vitruvian Park Public Infrastructure Phase 9, Block 701
Project Number 2022-03-C
Bid Number 22-114

Mr. Hicks,

On May 10, 2022, the Town of Addison received bids for Sanitary Sewer & Water Improvements – Vitruvian Townhomes, Vitruvian Park Public Infrastructure Phase 9, Block 701. The two bids received are below.

Bidder	Total Bid
Nu-Way Construction, LLC (Nu-Way)	\$ 694,970.50
Atkins Bros. Equip. Co., Inc. (Atkins)	\$ 1,481,440.00

Icon Consulting Engineers, Inc. (Icon) has reviewed both bids and contacted references for the low bidder.

Icon contacted the following:

Owner	Project
City of Fort Worth, TX	Fort Worth Spinks Airport Plane Hangar and Site Work
City of Highland Park, TX	24" Water Line and Roadway Improvements
Town of Addison, TX	Addison Airport Perimeter Rd. and Fuel Farm Rd. Relocation
Town of Addison, TX	Addison Airport U2 Ramps Rehabilitation
City of Dallas, TX	Dallas Executive Airport Police Department Helicopter Hangar

In general, each contact was asked to describe their overall experience working the Nu-Way, if projects were completed on time, whether there was an overabundance of change order requests, and a general assessment of the quality of their work. All of the contacts provided very positive feedback related to all of the questions.

Based on the information received and gathered, it appears that Nu-Way meets the qualifications for the project and should be considered the lowest responsive bidder. Therefore, based on the information provided, Icon recommends awarding the contract to Nu-Way.

Enclosed is a copy of the bid tabulation for your reference.

Sincerely,

ICON CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Bruce F. Dunne", is written in a cursive style.

Bruce F. Dunne, P.E.

**SANITARY SEWER & WATER IMPROVEMENTS
VITRUVIAN PARK INFRASTRUCTURE - PHASE 9, BLOCK 701**

Vitruvian Park Townhomes

Date: May 23, 2022

TABULATION OF BIDS

				Nu-Way Construction, LLC		Atkins Bros. Equip. Co., INC.	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT
1	For Mobilization (not to exceed 5% of total bid amount)	1	L.S.	\$32,000.00	\$ 32,000.00	\$10,000.00	\$ 10,000.00
2	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Public Improvements	1	L.S.	\$10,000.00	\$ 10,000.00	\$25,000.00	\$ 25,000.00
3	For Furnishing and Installing Project Signs in Accordance with Sign Plan	1	EA.	\$500.00	\$ 500.00	\$2,000.00	\$ 2,000.00
4	For Compliance with Storm Water Pollution Prevention Plan Including Maintenance of Erosion Control Devices	1	L.S.	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00
5	For Furnishing, Installation and Maintenance of Construction Entrance	2	EA.	\$5,000.00	\$ 10,000.00	\$3,000.00	\$ 6,000.00
6	For Furnishing, Installation and Maintenance of Silt Fence Sediment Barrier	447	L.F.	\$5.00	\$ 2,235.00	\$3.00	\$ 1,341.00
7	For Furnishing, Installation and Maintenance of Inlet Protection Devices	6	EA.	\$300.00	\$ 1,800.00	\$300.00	\$ 1,800.00
8	For Sawcutting of Existing Pavement	135	L.F.	\$5.00	\$ 675.00	\$4.00	\$ 540.00
9	For Removal and Recycling of Existing Concrete Pavement	751	S.F.	\$10.00	\$ 7,510.00	\$15.00	\$ 11,265.00
10	For Removal and Disposal of Existing 8-inch PVC Sanitary Sewer Line	54	L.F.	\$50.00	\$ 2,700.00	\$25.00	\$ 1,350.00
11	For Removal and Disposal of Existing Sanitary Sewer Lateral Cleanout	2	EA.	\$2,000.00	\$ 4,000.00	\$200.00	\$ 400.00
12	For Removal and Disposal of Existing Sanitary Sewer Manhole	1	EA.	\$4,500.00	\$ 4,500.00	\$3,000.00	\$ 3,000.00
13	For Removal and Disposal of Existing 6-inch PVC Water Line	18	L.F.	\$50.00	\$ 900.00	\$25.00	\$ 450.00
14	For Removal and Disposal of Existing 8-inch PVC Water Line	61	L.F.	\$50.00	\$ 3,050.00	\$25.00	\$ 1,525.00
15	For Removal and Disposal of Existing Meter Box & Water Service Lines	5	EA.	\$1,500.00	\$ 7,500.00	\$200.00	\$ 1,000.00
16	For Removal and Disposal of Existing 18-inch RCP Storm Drain Line	19	L.F.	\$75.00	\$ 1,425.00	\$40.00	\$ 760.00
17	For Removal and Disposal of Existing Irrigation Sleeves	32	L.F.	\$50.00	\$ 1,600.00	\$50.00	\$ 1,600.00
18	For Removal and Return to the Town of Addison of Existing Fire Hydrant Assembly	1	EA.	\$3,500.00	\$ 3,500.00	\$1,000.00	\$ 1,000.00
19	For Removal and Return to the Town of Addison of Existing Water Valve	2	EA.	\$1,500.00	\$ 3,000.00	\$1,000.00	\$ 2,000.00
20	For Removal and Return to the Town of Addison of Existing Water Meter	5	EA.	\$500.00	\$ 2,500.00	\$900.00	\$ 4,500.00
21	For Furnishing and Placing 8-inch Flexible Base	417	S.F.	\$3.50	\$ 1,459.50	\$20.00	\$ 8,340.00
22	For Furnishing and Placing 4-inch Temporary HMAC Pavement Repair	751	S.F.	\$5.00	\$ 3,755.00	\$30.00	\$ 22,530.00
23	For Furnishing and Placing 6-inch Temporary HMAC Curb	47	L.F.	\$25.00	\$ 1,175.00	\$100.00	\$ 4,700.00
24	For Cutting and Connection to Existing Sanitary Sewer Pipe	3	EA.	\$2,500.00	\$ 7,500.00	\$1,000.00	\$ 3,000.00
25	For Furnishing and Installing 8-Inch PVC Sanitary Sewer Pipe by Open Cut with Std. Embedment	830	L.F.	\$75.00	\$ 62,250.00	\$325.00	\$ 269,750.00
26	For Furnishing and Installing 8-Inch PVC Sanitary Sewer Pipe by Open Cut with Cement Stabilized Sand Embedment	100	L.F.	\$95.00	\$ 9,500.00	\$375.00	\$ 37,500.00

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT
27	For Furnishing and Installing 6-Inch PVC Sanitary Sewer Service Line by Open Cut with Std. Embedment	251	L.F.	\$65.00	\$ 16,315.00	\$325.00	\$ 81,575.00
28	For Standard 4-foot Diameter Sanitary Sewer Manhole to 6-foot Depth with Standard Frame and Cover Over Existing Sanitary Sewer Line	3	EA.	\$9,500.00	\$ 28,500.00	\$17,000.00	\$ 51,000.00
29	For Standard 4-foot Diameter Sanitary Sewer Manhole to 6-foot Depth with Standard Frame and Cover	10	EA.	\$7,000.00	\$ 70,000.00	\$17,000.00	\$ 170,000.00
30	For Extra Depth for Standard 4-foot Diameter Manhole in Excess of 6-foot Depth	53	V.F.	\$150.00	\$ 7,950.00	\$600.00	\$ 31,800.00
31	For Furnishing and Installing Sanitary Sewer Lateral Cleanouts	17	EA.	\$1,000.00	\$ 17,000.00	\$3,000.00	\$ 51,000.00
32	For Final Adjustment of Sanitary Sewer Manholes to Finih Grade	13	EA.	\$300.00	\$ 3,900.00	\$2,000.00	\$ 26,000.00
33	For TV Inspection of Sanitary Sewer System	830	L.F.	\$5.00	\$ 4,150.00	\$6.00	\$ 4,980.00
34	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Sewer Line Improvements	1,081	L.F.	\$4.00	\$ 4,324.00	\$1.00	\$ 1,081.00
35	For Removal of Plug and Blocking and Connection to Existing Water Pipe	1	EA.	\$2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00
36	For Cutting and Connection to Existing Water Pipe	2	EA.	\$2,500.00	\$ 5,000.00	\$2,000.00	\$ 4,000.00
37	For Furnishing and Installing 10-inch PVC Water Pipe by Open Cut with Std. Embedment	6	L.F.	\$100.00	\$ 600.00	\$1,500.00	\$ 9,000.00
38	For Furnishing and Installing 8-inch PVC Water Pipe by Open Cut with Std. Embedment	1,526	L.F.	\$80.00	\$ 122,080.00	\$195.00	\$ 297,570.00
39	For Furnishing and Installing 6-inch PVC Water Pipe by Open Cut with Std. Embedment	231	L.F.	\$70.00	\$ 16,170.00	\$190.00	\$ 43,890.00
40	For Furnishing and Installing 2-inch Water Pipe by Open Cut with Std. Embedment	19	L.F.	\$55.00	\$ 1,045.00	\$300.00	\$ 5,700.00
41	For Furnishing and Installing 1 1/2-inch Water Pipe by Open Cut with Std. Embedment	281	L.F.	\$50.00	\$ 14,050.00	\$130.00	\$ 36,530.00
42	For Furnishing and Installing 10-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	1	EA.	\$3,500.00	\$ 3,500.00	\$3,000.00	\$ 3,000.00
43	For Furnishing and Installing 8-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	13	EA.	\$2,900.00	\$ 37,700.00	\$2,900.00	\$ 37,700.00
44	For Furnishing and Installing 6-Inch Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover	22	EA.	\$2,400.00	\$ 52,800.00	\$2,800.00	\$ 61,600.00
45	For Furnishing and Installing Fire Hydrant Assembly, Complete in Place	6	EA.	\$4,500.00	\$ 27,000.00	\$6,000.00	\$ 36,000.00
46	For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe	4.7	TONS	\$6,000.00	\$ 28,200.00	\$4,000.00	\$ 18,800.00
47	For Furnishing and Installing 2-inch Water Service Tap	1	EA.	\$500.00	\$ 500.00	\$2,000.00	\$ 2,000.00
48	For Furnishing and Installing 1 1/2-inch Water Service Tap	17	EA.	\$400.00	\$ 6,800.00	\$1,900.00	\$ 32,300.00
49	For Furnishing and Installing Water Meter Box	18	EA.	\$400.00	\$ 7,200.00	\$600.00	\$ 10,800.00
50	For Final Adjustment of Water Valves to Finih Grade	36	EA.	\$100.00	\$ 3,600.00	\$500.00	\$ 18,000.00
51	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Water Line Improvements	1,763	L.F.	\$4.00	\$ 7,052.00	\$1.00	\$ 1,763.00
52	Construction Contingency Owner's Allowance (per Owner)	1	AL.	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
TOTAL: Sanitary Sewer & Water Improvements						\$ 694,970.50	\$ 1,481,440.00

Sanitary Sewer & Water Improvements to Serve Vitruvian Townhomes Phase 9, Block 701

Bid Number: 22-114

Summary Evaluation Worksheet

	Maximum Points 50	Maximum Points 20	Maximum Points 15	Maximum Points 15	Maximum Points 100
Vendor Name	Price	Experience & Qualifications	Construction Schedule, Sequencing and Timeline	References	Total
Nu-Way Construction	50.0	20	15	15	100.0
Atkins Brothers Equipment	23.5	20	15	15	73.5

Nu-Way Construction \$694,970.50
 Atkins Brothers Equipment \$1,481,440.00

Section I Company Profile

Name of Business: Nu-Way Construction, LLC

Business Address: 1602 Eagle Ridge Dr
Corinth, Tx 76210

Contact Name: Sal Murillo

Phone#: 1-817-821-8358

Fax#: 1-469-844-4419

Email: sal@nu-wayconstruction.net

Name(s) Title of Authorized Company Officers: Director of Field Operations

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.
300569382
DUN #:
018277232

Remit Address: If different than your physical address:

P.O. Box 270416
Flower Mound, Tx 75027

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses CivCast 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 CivCast 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.CivCastUSA.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 30 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.

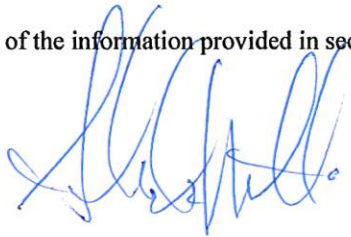
Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices 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:

 5/10/2022

Title: Director of Field Operations

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

10/17/17



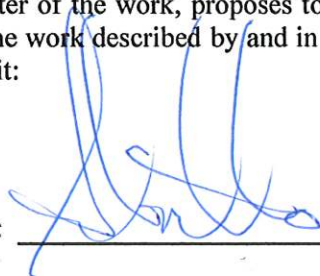
PROPOSAL FORM

May 10, 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 May 2, 2022 (SW)

Addendum No. 2 _____

Addendum No. 3 _____

The following pages contain all bid items for:

**SANITARY SEWER & WATER IMPROVEMENTS - Vitruvian Townhomes
VITRUVIAN PARK PUBLIC INFRASTRUCTURE PHASE 9, BLOCK 701
BID NUMBER 22-114**

**SANITARY SEWER & WATER IMPROVEMENTS
TO SERVE VITRUVIAN TOWNHOMES
VITRUVIAN PARK PUBLIC INFRASTRUCTURE PH.9, BLOCK 701**

TOWN OF ADDISON PROJECT #2022-03-C, BID #22-114

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	L.S.	For Mobilization (not to exceed 5% of total bid amount) complete in place, the sum of _____ Thirty Two Thousand _____ Dollars and zero Cents per Lump Sum	\$32,000.00	\$32,000.00
2	1	L.S.	For Installation and Maintenance of Barricades, Signage, Pav't Markings and Traffic Control Measures for Public Improvements complete in place, the sum of _____ Ten Thousand _____ Dollars and zero Cents per Lump Sum	\$10,000.00	\$10,000.00
3	1	EA.	For Furnishing and Installing Project Signs in Accordance with Sign Plan complete in place, the sum of _____ Five Hundred _____ Dollars and zero Cents per Each	\$500.00	\$500.00
4	1	L.S.	For Compliance with Storm Water Pollution Prevention Plan Including Maintenance of Erosion Control Devices complete in place, the sum of _____ Two Thousand _____ Dollars and zero Cents per Lump Sum	\$2,000.00	\$2,000.00
5	2	EA.	For Furnishing, Installation and Maintenance of Construction Entrance complete in place, the sum of _____ Five Thousand _____ Dollars and zero Cents per Each	\$5,000.00	\$10,000.00

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
6	447	L.F.	For Furnishing, Installation and Maintenance of Silt Fence Sediment Barrier	\$5.00	\$2,235.00
			complete in place, the sum of _____		
			_____ Five _____ Dollars		
			and _____ zero _____ Cents per _____ Linear Foot		
7	6	EA.	For Furnishing, Installation and Maintenance of Inlet Protection Devices	\$300.00	\$1,800.00
			complete in place, the sum of _____		
			_____ Three Hundred _____ Dollars		
			and _____ zero _____ Cents per _____ Each		
8	135	L.F.	For Sawcutting of Existing Pavement	\$5.00	\$675.00
			complete in place, the sum of _____		
			_____ Five _____ Dollars		
			and _____ zero _____ Cents per _____ Linear Foot		
9	751	S.F.	For Removal & Recycling of Existing Concrete Pavement	\$10.00	\$7,510.00
			complete in place, the sum of _____		
			_____ Ten _____ Dollars		
			and _____ zero _____ Cents per _____ Square Foot		
10	54	L.F.	For Removal & Disposal of Existing 8-inch PVC Sanitary Sewer Line	\$50.00	\$2,700.00
			complete in place, the sum of _____		
			_____ Fifty _____ Dollars		
			and _____ zero _____ Cents per _____ Linear Foot		
11	2	EA.	For Removal & Disposal of Existing Sanitary Sewer Lateral Cleanout	\$2,000.00	\$4,000.00
			complete in place, the sum of _____		
			_____ Two Thousand _____ Dollars		
			and _____ zero _____ Cents per _____ Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
12	1	EA.	For Removal & Disposal of Existing Sanitary Sewer Manhole complete in place, the sum of _____ _____ Four Thousand Five hundred _____ Dollars and zero _____ Cents per Each _____	\$4,500.00	\$4,500.00
13	18	L.F.	For Removal & Disposal of Existing 6-inch PVC Water Line complete in place, the sum of _____ _____ Fifty _____ Dollars and zero _____ Cents per Linear Foot _____	\$50.00	\$900.00
14	61	L.F.	For Removal & Disposal of Existing 8-inch PVC Water Line complete in place, the sum of _____ _____ Fifty _____ Dollars and zero _____ Cents per Linear Foot _____	\$50.00	\$50.00
15	5	EA.	For Removal & Disposal of Existing Meter Box & Water Service Lines complete in place, the sum of _____ _____ One Thousand Five Hundred _____ Dollars and zero _____ Cents per Each _____	\$1,500.00	\$7,500.00
16	19	L.F.	For Removal & Disposal of Existing 18-inch RCP Storm Drain Line complete in place, the sum of _____ _____ Seventy-Five _____ Dollars and zero _____ Cents per Linear Foot _____	\$75.00	\$1,425.00
17	32	L.F.	For Removal & Disposal of Existing Irrigation Sleeves complete in place, the sum of _____ _____ Fifty _____ Dollars and zero _____ Cents per Linear Foot _____	\$50.00	\$1,600.00

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	1	EA.	For Removal & Return to the Town of Addison of Existing Fire Hydrant Assembly complete in place, the sum of _____ _____ Three Thousand Five Hundred _____ Dollars and _____ zero _____ Cents per _____ Each	\$3,500.00	\$3,500.00
19	2	EA.	For Removal & Return to the Town of Addison of Existing Water Valve complete in place, the sum of _____ _____ One Thousand Five Hundred _____ Dollars and _____ zero _____ Cents per _____ Each	\$1,500.00	\$3,000.00
20	5	EA.	For Removal & Return to the Town of Addison of Existing Water Meter complete in place, the sum of _____ _____ Five Hundred _____ Dollars and _____ zero _____ Cents per _____ Each	\$500.00	\$2,500.00
21	417	S.F.	For Furnishing and Placing 8-inch Flexible Base complete in place, the sum of _____ _____ Three _____ Dollars and _____ fifty _____ Cents per _____ Square Foot	\$3.50	\$1,459.50
22	751	S.F.	For Furnishing and Placing 4-inch Temporary HMAC Pavement Repair complete in place, the sum of _____ _____ Five _____ Dollars and _____ zero _____ Cents per _____ Square Foot	\$5.00	\$3,755.00
23	47	L.F.	For Furnishing and Placing 6-inch Temporary HMAC Curb complete in place, the sum of _____ _____ Twenty-Five _____ Dollars and _____ zero _____ Cents per _____ Linear Foot	\$25.00	\$1,175.00

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
24	3	EA.	<p>For Cutting and Connection to Existing Sanitary Sewer Pipe</p> <p>complete in place, the sum of _____</p> <p>Two thousand Five hundred _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Each</p>	\$2,500.00	\$7,500.00
25	830	L.F.	<p>For Furnishing and Installing 8-Inch PVC Sanitary Sewer Pipe by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>Seventy-Five _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Linear Foot</p>	\$75.00	\$62,250.00
26	100	L.F.	<p>For Furnishing and Installing 8-Inch PVC Sanitary Sewer Pipe by Open Cut with Cement Stabilized Sand Embedment</p> <p>complete in place, the sum of _____</p> <p>Ninety-Five _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Linear Foot</p>	\$95.00	\$9,500.00
27	251	L.F.	<p>For Furnishing and Installing 6-Inch PVC Sanitary Sewer Service Line by Open Cut with Std. Embedment</p> <p>complete in place, the sum of _____</p> <p>Sixty-Five _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Linear Foot</p>	\$65.00	\$16,315.00
28	3	EA.	<p>For Constructing Standard 4-foot Diameter Sanitary Sewer Manhole to 6-foot Depth with Standard Frame and Cover over Existing Sanitary Sewer Line</p> <p>complete in place, the sum of _____</p> <p>Nine Thousand Five Hundred _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Each</p>	\$9,500.00	\$28,500.00
29	10	EA.	<p>For Constructing Standard 4-foot Diameter Sanitary Sewer Manhole to 6-foot Depth with Standard Frame and Cover</p> <p>complete in place, the sum of _____</p> <p>Seven Thousand _____ Dollars</p> <p>and _____ zero</p> <p>Cents per Each</p>	\$7,000.00	\$70,000.00

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
30	53	V.F.	For Extra Depth for Standard 4-foot Diameter Manhole in Excess of 6-foot Depth	\$150.00	\$7,950.00
			complete in place, the sum of _____		
			One Hundred and Fifty _____ Dollars		
			and zero _____ Cents per Vertical Foot		
31	17	EA.	For Furnishing and Installing Sanitary Sewer Lateral Cleanouts	\$1,000.00	\$17,000.00
			complete in place, the sum of _____		
			One Thousand _____ Dollars		
			and zero _____ Cents per Each		
32	13	EA.	For Final Adjustment of Sanitary Sewer Manholes to Finish Grade	\$300.00	\$3,900.00
			complete in place, the sum of _____		
			Three Hundred _____ Dollars		
			and zero _____ Cents per Each		
33	830	L.F.	For TV Inspection of Sanitary Sewer System	\$5.00	\$4,150.00
			complete in place, the sum of _____		
			Five _____ Dollars		
			and zero _____ Cents per Linear Foot		
34	1,081	L.F.	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Sewer Line Improvements	\$4.00	\$4,324.00
			complete in place, the sum of _____		
			Four _____ Dollars		
			and _____ Cents per Linear Foot		
35	1	EA.	For Removal of Plug & Blocking and Connection to Existing Water Pipe	\$2,500.00	\$2,500.00
			complete in place, the sum of _____		
			Two Thousand Five Hundred _____ Dollars		
			and zero _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
36	2	EA.	For Cutting and Connection to Existing Water Pipe	\$2,500.00	\$5,000.00
			complete in place, the sum of _____		
			Two Thousand Five Hundred _____ Dollars		
			and zero _____ Cents per Each _____		
37	6	L.F.	For Furnishing and Installing 10-Inch PVC Water Pipe by Open Cut with Std. Embedment	\$100.00	\$600.00
			complete in place, the sum of _____		
			One Hundred _____ Dollars		
			and zero _____ Cents per Linear Foot _____		
38	1,526	L.F.	For Furnishing and Installing 8-Inch PVC Water Pipe by Open Cut with Std. Embedment	\$80.00	\$122,080.00
			complete in place, the sum of _____		
			Eighty _____ Dollars		
			and zero _____ Cents per Linear Foot _____		
39	231	L.F.	For Furnishing and Installing 6-Inch PVC Water Pipe by Open Cut with Std. Embedment	\$70.00	\$16,170.00
			complete in place, the sum of _____		
			Seventy _____ Dollars		
			and zero _____ Cents per Linear Foot _____		
40	19	L.F.	For Furnishing and Installing 2-Inch Water Pipe by Open Cut with Std. Embedment	\$55.00	\$1,045.00
			complete in place, the sum of _____		
			Fifty-Five _____ Dollars		
			and zero _____ Cents per Linear Foot _____		
41	281	L.F.	For Furnishing and Installing 1 1/2-Inch Water Pipe by Open Cut with Std. Embedment	\$50.00	\$14,050.00
			complete in place, the sum of _____		
			Fifty _____ Dollars		
			and zero _____ Cents per Linear Foot _____		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
42	1	EA.	For Furnishing and Installing 10-Inch Gate Valve Complete w/ Valve Box, Extension, Collar and Cover	\$3,500.00	\$3,500.00
			complete in place, the sum of _____		
			Three Thousand Five Hundred _____ Dollars		
			and zero _____ Cents per Each		
43	13	EA.	For Furnishing and Installing 8-Inch Gate Valve Complete w/ Valve Box, Extension, Collar and Cover	\$2,900.00	\$37,700.00
			complete in place, the sum of _____		
			Two Thousand Nine Hundred _____ Dollars		
			and zero _____ Cents per Each		
44	22	EA.	For Furnishing and Installing 6-Inch Gate Valve Complete w/ Valve Box, Extension, Collar and Cover	\$2,400.00	\$52,800.00
			complete in place, the sum of _____		
			Two Thousand Four Hundred _____ Dollars		
			and zero _____ Cents per Each		
45	6	EA.	For Furnishing and Installing Fire Hydrant Assembly	\$4,500.00	\$27,000.00
			complete in place, the sum of _____		
			Four Thousand Five Hundred _____ Dollars		
			and zero _____ Cents per Each		
46	4.7	Ton	For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe	\$6,000.00	\$28,200.00
			complete in place, the sum of _____		
			Six Thousand _____ Dollars		
			and zero _____ Cents per Ton		
47	1	EA.	For Furnishing and Installing 2-Inch Water Service Tap	\$500.00	\$500.00
			complete in place, the sum of _____		
			Five Hundred _____ Dollars		
			and zero _____ Cents per Each		

BASE BID

ITEM NO.	APPROX QUANT.	UNIT	DESCRIPTION OF ITEMS BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
48	17	EA.	For Furnishing and Installing 1 1/2-Inch Water Service Tap complete in place, the sum of _____ Four Hundred _____ Dollars and zero _____ Cents per Each _____	\$400.00	\$6,800.00
49	18	EA.	For Furnishing and Installing Water Meter Box complete in place, the sum of _____ Four Hundred _____ Dollars and _____ Cents per Each _____	\$400.00	\$7,200.00
50	36	EA.	For Final Adjustment of Existing Water Valves to Finish Grade complete in place, the sum of _____ One Hundred _____ Dollars and zero _____ Cents per Each _____	\$100.00	\$3,600.00
51	1,763	L.F.	For Preparing, Furnishing, Installing and Maintaining Trench Safety System for Water Line Improvements complete in place, the sum of _____ Four _____ Dollars and zero _____ Cents per Linear Foot _____	\$4.00	\$7,052.00
52	1	AL.	Construction Contingency Owner Allowance (per Owner) complete in place, the sum of _____ Twenty Thousand _____ Dollars and Zero _____ Cents per Allowance _____	\$20,000.00	\$20,000.00
TOTAL AMOUNT OF BASE BID (Items 1 Through 52)					\$694,970.50

SANITARY SEWER & WATER IMPROVEMENTS
To serve Vitruvian Townhomes
VITRUVIAN PARK PUBLIC INFRASTRUCTURE PH. 9, BLOCK 701

BID SCHEDULE SUMMARY

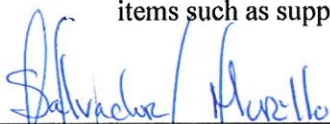
<u>Bid Schedule & Description</u>	<u>Total Amount Materials & Services</u>
---------------------------------------	--

TOTAL AMOUNT OF BASE BID (Items 1 through 52): \$694,970.50

WRITTEN IN WORDS: Six Hundred Ninety Four Thousand Nine Hundred Seventy
Dollars and Fifty Cents

- 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.



Name of Person Signing Bid



Signature of Person Signing Bid

1602 Eagle Ridge Dr Corinth, Tx 76210

Address

817-821-8358

469-844-4419

Telephone No.

Fax No.

30-0569382

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

AN INDIVIDUAL

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Seal)
(Firm Name)

(General Partner)

doing business as _____

Business address: _____

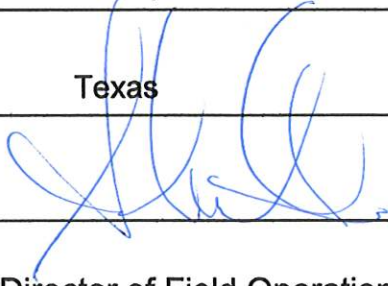
Phone No. _____

A CORPORATION LLC

By Nu-Way Construction, LLC
(Corporation Name)

Texas

(State of Incorporation)

By  Salvador Muello
(Name of Person Authorized to Sign)

Director of Field Operations

(Title)

(Corporate Seal)

Attest 
(Secretary)

Business address: Po Box 270416 Flower Mound, Texas 75027

Phone No. 817-675-3888

A JOINT VENTURE

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.)

BIDDERS QUALIFICATION STATEMENT

PUBLIC WORKS AND ENGINEERING SERVICES BID NUMBER 22-114 SANITARY SEWER & WATER IMPROVEMENTS - VITRUVIAN TOWNHOMES VITRUVIAN PARK PUBLIC INFRASTRUCTURE PHASE 9, BLOCK 701

Contractor: Nu-Way Construction, LLC

Indicate One: Sole Proprietor Partnership LLC Other
 Corporation Joint Venture

Name: Brandy Woehrle Partner: Sal Murillo

Title: President Title: Director of Field Operations

Address: 1602 Eagle Ridge Drive Address: 1602 Eagle Ridge Drive

City: Corinth City: Corinth

State & Zip: Texas 76210 State & Zip: Texas 76210

Phone: 817-675-3888 Phone: 817-821-8358

State and Date of Incorporation, Partnership, Ownership, Etc. 7/2009

Location of Principal Office: 1602 Eagle Ridge Dr Corinth, Tx 76210

Contact and Phone at Principal Office: Brandy Woehrle 817-675-3888

Liability Insurance Provider and Limits of Coverage: Kinsale Insurance Company

Workers Compensation Insurance Provider: Texas Mutual

Surety (Performance and Payment): JW Surety Bonds

Address: 6023A Kellers Church Rd Pipersville, PA 18947

Contact and Phone: Derek Yoder 267-362-4326

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

Matt Mucillo

Backup Superintendent Name

Mike Aguirre

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

Superintendent

None

Backup Superintendent

None

Total Number of Employees to be Associated with this Job: 10

Managerial 2 Administrative 1 Professional 2

Skilled 5 Semi-Skilled _____ Other _____

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): 80

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.)

Utility, Paving, Excavation, Demo, Sewer, water

Access to Tools and Equipment: Percent Owned 90 Percent Rented _____

Number of Years in Business as a Contractor on Above Types of Works: 13

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

Trucking

Earth hauling Solutions

Hugo Sanchez

972-330-1250

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)
Excavator	Kobelco	SK 210	5
Excavator	Kobelco	SK 14	5
Roller	Dynapac	56"	7
Water truck	Ford	2000 gal	7
Loader	JD	524	5

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: See ATTACHED Sheets

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: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. 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: _____



WOMAN OWNED

SMALL BUSINESS

Statement of Qualifications

Bidders Reference of last jobs

- 1- City of Ft Worth Spinks Airport- 12 Unit Plane Hangar and Site Work
 - a. 5-21 to present
 - b. Site Contractor
 - c. Project Description- over 25,000 CY excavation, 13,000 CY Select Fill
 - d. 5,000 SY 8" Concrete Taxiway and Apron
 - e. 5,000 SY Lime treated Subgrade
 - f. #4 12" oc, 1"x19" dowels 12" oc, all construction joints
 - g. Water, Storm and Sewer Utilities
 - h. Contract Price 1.2M
 - i. Inspector- James Brown -(817) 228-8440
 - j. E-mail jdb@jdrpr.com
 - k. Engineer- Garver Engineering
 - l. Sara Andrews- scandrews@garverusa.com

- 2- City of Highland Park- 24"Water and Roadway Improvements
 - a. 6-20 to 5-21
 - b. Prime Contractor
 - c. Project description- Install new 8" water, 24" water, 8"inch concrete pavement w/geogrid and flexbase
 - d. Install 1,070 LF- 8" C-900 DR18
 - e. Install 3- fire hydrants
 - f. Install 12- 8" gate valves
 - g. Install 310 LF- C303 water line
 - h. Install 1,410 SY- Geogrid Terragrid SS2020
 - i. Install 1,410 SY- 8" flexbase



- j. Install 1,410 SY- 8" Concrete Pavement w/#4 18"oc
 - k. Demolition of all existing roadway and sidewalks
 - l. Contract Price 1.2M
 - m. Highland Park Inspector- Steven Davis- (214) 232-4347
 - n. Email – sdavis@hptx.org
- 3- City of Terrell - La Quinta Hotel
- a. 3-20 to 6-20
 - b. Sub Contractor
 - c. Project Description- Utilities- water, sewer, Storm and Fire line
 - d. Approx 700 LF 36" RCP
 - e. Approx 150 LF 18" RCP
 - f. 3- 5' inlets
 - g. 3- 4x4 drain inlets
 - h. Approx 120 LF 6" water line
 - i. Domestic -parks concrete water vault
 - j. Fire – Parks water Vault
 - k. Approx 150 LF Sewer Line
 - l. 1- manhole 5'- 13' depth
 - m. Pressure test all lines, manholes
 - n. Contract price 420,000
 - o. Superintendent TGC contracting- Devin Sinner (816) 886-8067
 - p. Email – dsinner@tgcgroup.net
 - q. Terrell Inspector – (214) 929-2999
- 4- Addison Airport Perimeter Road and Fuel Farm Exit Relocation
- a. 1-20 to 6-20
 - b. Prime Contractor
 - c. Project Description- Install new 40 ft cantilever electric gate for fueling trucks to exit
 - d. new driveways, sidewalks and pavement
 - e. including electrical work and new taxiway lights and signs
 - f. Install approximately 3,600 SY of new 10" road pavement with #4 12"oc
 - g. 3,600 SY concrete treated base
 - h. 3,600 SY 8 " flexbase on subgrade
 - i. Demolition of all existing concrete road and pavement
 - j. 24" RCP 120 LF, 2- 4x4 storm inlet drains
 - k. Approx 4,000 SY of block sodding.
 - l. Engineer- Garver Engineering
 - m. Contract price – 790,000
 - n. Contact- Mitchell McAnally – (469) 964-6747
 - o. Email- mrmcanally@garverusa.com
- 5- City of Colleyville- City Hall Terra Cotta Street Widening
- a. 7-19 to 9-19
 - b. Prime Contractor
 - c. Project Description- Demo and remove street in front of city hall
 - d. Excavate, grade and haul off of spoils



- e. Install flexbase 8" SY
- f. Install curbs, pavement and 4 handicap ramps

6- Addison Airport U2 Ramps Rehabilitation

- a. 10-19 to 2-20
- b. Prime Contractor
- c. Project Description- Remove 2,750 SY existing asphalt
- d. Install geogrid Terragrid SS2020 on compacted subgrade
- e. Install 8" flexbase approx. 2,750 SY
- f. Install 10" concrete paving w/#5 18" oc, include 1"x19" dowels on 12'x12' panels throughout
- g. Sawcut, bevel and seal all joints
- h. Sod and aircraft pavement striping.
- i. Engineer- Garver Engineering
- j. Contract price – 375,000
- k. Contact- Mitchell McAnally- (469) 964-6747
- l. Email – mrmcanally@garverusa.com

7- US 75/George Bush Tollway- TXDOT Project #15026 – April, 2019'

- a. Sub Contractor
- b. Project description- Install Approx 6,500 Tons type D asphalt underlayment for Highway Concrete Pavement
- c. 4 phases of construction, includes prime coat of emulsion throughout
- d. Paving of intersections and railroads crossings
- e. Sub contract to Zachry Construction
- f. Contract price 600,00.00
- g. Zachry project manager- Jason.eiland@zachrycorp.com
- h. TxDot Inspector – Dereje Tesemme – dereje.tesemme@txdot.gov

8- Project name - Holiday Inn Express city of Sanger

- a. 8-18 to 5-19
- b. Site Contractor
- c. Project description- site excavation approx. 10,000cy
- d. moisture conditioning pad site, footers & 22,000 sf slab
- e. 5,000 SY of 6" concrete paving,
- f. Domestic 8"water, 6" fire line, riser and , sanitary and storm lines
- g. Owner- Nor Tex Builders
- h. Contract price - \$900,000.00
- i. Contact - Dev Surati – (940) 206-2001 –
- j. Email – surati2313@gmail.com

9- Project name – Dallas Executive Airport Police Department Helicopter Hangar

- a. 10-17 to 10-18
- b. Site Contractor
- c. Project description – excavation 10,000 cy dirt import
- d. clear and grub 3.5 acres



- e. 1,200 lf of class 54 ductile iron 8 inch water
- f. 800 lf steel and concrete encased 6" sewer line, 3 -manholes
- g. approx. 500 lf 24" rcp Storm Pipe, including 4x4 drop inlets, oil water separators and headwalls
- h. Installed approx. 5,390 sy of 8" concrete paving, helipad and apron. Including all striping.
- i. Engineer- Garver Engineering
- j. Contact- Mitchell McAnally- (469) 964-6747
- k. Email- mrmcanally@garverusa.com
- l. Owner - Lansford Company
- m. Contract price – 1.2M
- n. Contact – Joe Don Knox – (254) 721-1721
- o. Email – joeknox.lansfordcompany@gmail.com

10- Project name- Holiday Inn Express Denton

- a. 07-2017
- b. Utility Contractor
- c. Project Description- Install water, sewer, storm and fire line
- d. 1,200 LF strom 18" to 36" RCP and 4-4x4 wye inlets and 2-10' curb inlets
- e. Install 700 LF 8" water, connect to 12" main, 2 fire hydrants, fire line and riser
- f. Install 850 LF 8" sewer line, 3- 5' manholes, video, pressure test, raven coat manholes
- g. Moisture condition Bldg Pad to 14' depth
- h. Grade parking, 42,000 SF Parking lot
- i. Contract – 700,000
- j. Contact GC- Gar Hall (817) 919-7517
- k. Email – garyhall144@hotmail.com

11- Project name- City of Richardson Street Rehabilitation

- a. 03-2017
- b. Prime Contractor
- c. Description- excavation, remove and replace 1,000 lf of 36" RCP including 5 – 10' inlets, remove and replace 2,500 sy 7" street pavement and curbs, 1,500 sf of 4" sidewalk, street intersection, handicap ramps, sod install with irrigation maintenance and repairs.
- d. Owner- City of Richardson
- e. Contract price – 550,000
- f. Contact – Moses Ogolla- (972) 744-4287
- g. Email- moses.ogolla@cor.gov

12- Project name- North East Tarrant and 5th St Drainage Repairs

- a. 06-17
- b. Prime Contractor
- c. Project description- concrete channel remove 150 cy of demo headwalls 10'x 40' (2), form and pour new headwalls 12'x 50' with approx. 1,000 cy of 12"-18" rip rap, install 180 lf of double 60" RCP for culvert overpass.



- d. Remove and replace sloped concrete drainage walls on active drain system. Install approx. 1,400 sy of new 8" highway concrete pavement with #4 bar 18" oc, including guard rail system and impact ends.
- e. Mill sides and overlay approx. 500 sy asphalt 3" paving.
- f. Owner- city of grand prairie
- g. Contract price – 500,000
- h. Contact – Leland Miller – (972) 207-6211
- i. Email- lrmler@gptx.org

WORK REFERENCES- BY NAME AND NUMBER

- Tony Stark – 214-929-2999
 - City of Terrell Inspector/Project Manager
- Stephen Davis – 214-232-4347
 - City of Highland Park Inspector
- Moses Ogolla – 972-744-4287
 - City of Richardson – Engineering Dept Director
- Leland Miller – 972-207-6211
 - City of Grand Prairie – Director of Public Works
- Sara Andrews PE.– 214-619-9048
 - Garver Engineering
 - Airports
- Mitchell McAnally PE. – 214-619-9023
 - Garver Engineering
 - Airports
- Tyler Henrichs PE – 240-888-5698
 - Kimley-Horn
 - Highland Park Projects
- Trenton Tidwell PE – 682-225-4950
 - Kimley-Horn
 - Saginaw Project
- Matthew Busby – 972-335-3214
 - Cobb Findley
 - Grand Prairie Projects

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

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: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

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

DFW Aggregates Carlos Espinoza 214-217-2107

Core & Main Aaron Porterfield 214-631-9410

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

Prosperity Bank 1201 14th Street Plano, Tx 75074 972-792-2925

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? NO
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, Brandy Woehrle, being duly sworn deposes and says that the information

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

Date this 10 day of May, 20 22.

Name of

Organization: NU-way Construction, LLC

By: B. Woehrle

Title: President

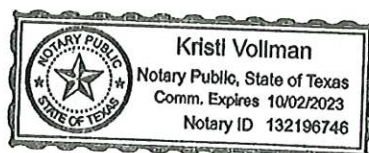
STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME the undersigned authority, on this day personally appeared _____

Brandy Woehrle, 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 10th day of May, 20 22.



Kristi Vollman exp 10/02/2023
Notary Public in and for Denton County, Texas

Council Meeting

10.

Meeting Date: 06/14/2022

Department: City Manager

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Accept the City Manager's Resignation, Authorize a National Search for a New City Manager and Appoint an Interim City Manager.**

BACKGROUND:

On May 31, 2022, the Mayor and City Council received a resignation letter from City Manager Wes Pierson indicating that he accepted an offer to become the City Manager of the City of Frisco, Texas and is resigning from his position as City Manager of the Town of Addison effective August 1, 2022.

Upon Council's approval, the Director of Human Resources will be authorized to secure a national search firm to assist with the City Manager hiring process.

Hamid Khaleghipour, Executive Director of Business Performance and Innovation, will serve as Interim City Manager beginning on August 2, 2022 and will serve until a successor is appointed.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - City Manager Resignation

RESOLUTION NO. R22-____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING LETTER OF RESIGNATION FROM CITY MANAGER WESLEY S. PIERSON DATED MAY 31, 2022; AUTHORIZE THE DIRECTOR OF HUMAN RESOURCES TO SECURE A NATIONAL SEARCH FIRM TO ASSIST WITH THE CITY MANAGER HIRING PROCESS; APPOINT HAMID KHALEGHIPOUR, EXECUTIVE DIRECTOR OF BUSINESS PERFORMANCE AND INNOVATION, TO SERVE AS INTERIM CITY MANAGER EFFECTIVE, AUGUST 2ND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Manager Wesley S. Pierson has informed the City Council that he has accepted the position of City Manager with the City of Frisco, Texas; and

WHEREAS, on Tuesday, May 31, 2022, the City Council met in executive session during a special-called City Council Meeting to discuss plans for the City Manager transition process after being advised that City Manager Wesley S. Pierson would be submitting his formal letter of resignation.

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

SECTION 1. The City Council formally accepts the resignation from City Manager Wesley S. Pierson effective August 1, 2022, attached to this Resolution as **Exhibit A**.

SECTION 2. The City Council desires to conduct a national search and authorizes Passion Hayes, Director of Human Resources, to secure a qualified search firm to conduct said national search.

SECTION 3. The City Council desires to appoint Hamid Khaleghipour, Executive Director of Business Performance and Innovation, to serve as Interim City Manager beginning on August 2, 2022 and serve until a successor is appointed.

SECTION 4. That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this **14th** day of **JUNE** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Exhibit A



May 31, 2022

Re: City Manager Resignation Letter

Dear Mayor & Council,

It is with profoundly mixed emotions that I inform you that I have accepted an offer to become the City Manager of the City of Frisco, Texas. Accordingly, please accept this letter as formal notification of my resignation as City Manager of the Town of Addison. My last official day with the Town will be August 1, 2022.

This has not been an easy decision. In fact, it has been the hardest decision of my career. As you well know, Addison is a remarkably special place. Addison is known as a leader, innovator, and an example for other communities across the state of Texas. There are many reasons that can be attributed to Addison's success and uniqueness, but the most notable reason, in my opinion, is Addison's people.

I am grateful for the many elected officials with whom I have had the honor to work during my time as City Manager in Addison. I have learned valuable lessons from each, and each has played a vital role in contributing to the Town's success during the last 6.5+ years.

It has been my great privilege to lead, and work with, an amazing team of caring, dedicated, and skilled employees. I am exceedingly grateful for their commitment to professionalism and their tireless effort to provide exceptional services in the Addison Way. I couldn't be prouder of our people!

I am grateful for the residents; their kindness, support, and passion for Addison has been motivating and admirable. It has been my pleasure to serve as City Manager of the Town of Addison. I am honored to have contributed to its story, and I am confident that due to our collective efforts, Addison is well positioned to realize its bright future.

Thank you again, for the opportunity to serve.

Best regards,

Wesley S. Pierson

**CITY MANAGER'S
OFFICE**

5300 Belt Line Road
Dallas, TX 75254

P.O. Box 9010
Addison, TX 75001

phone: 972.450.7000
fax: 972.450.7043

ADDISONTEXAS.NET

IT ALL COMES
TOGETHER.

Council Meeting

11.

Meeting Date: 06/14/2022

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Re-Appointing Gary Slagel to a Two-Year Term on the Dallas Area Rapid Transit (DART) Board of Directors.**

BACKGROUND:

The Towns of Addison and Highland Park and the Cities of University Park and Richardson share a representative on the Dallas Area Rapid Transit (DART) Board of Directors. Mr. Gary Slagel is currently serving in this role with his term expiring on June 30, 2022. All four municipalities have expressed a desire to re-appoint Mr. Slagel for another two-year term to expire in June 2024.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - DART Board Appointment

RESOLUTION NO. R22-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RE-APPOINTING GARY A. SLAGEL TO THE AGGREGATED POSITION OF REPRESENTATIVE TO THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS, WHICH FRACTIONAL ALLOCATED MEMBERSHIP IS SHARED WITH THE CITIES OF UNIVERSITY PARK AND RICHARDSON AND THE TOWNS OF ADDISON AND HIGHLAND PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code, Section 452.573, authorizes cities have fractional allocation for board membership to aggregate their populations in order to appoint a member of the board of the rapid transit authority; and

WHEREAS, the Town of Addison, City of Richardson, City of University Park and Town of Highland Park have mutually agreed to aggregate population for the selection of a Dallas Area Rapid Transit Authority Board Member; and

WHEREAS, Gary A. Slagel is presently serving in the aggregated position of representative the DART Board of Directors.

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

SECTION 1: That the Town of Addison, Texas hereby re-appoints Gary A. Slagel as a member of the DART Board of Directors to serve a two (2) year term ending July 1, 2024.

SECTION 2: That the Cities of University Park and Richardson and the Town of Highland Park having concurred with the Town of Addison, Texas hereby re-appoints Mr. Gary A. Slagel to serve on the DART Board of Directors in the aggregated position for the term ending July 1, 2024.

SECTION 3: That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this 14th day of June 2022.

TOWN OF ADDISON, TEXAS

ATTEST:

Joe Chow, Mayor

Irma G. Parker, City Secretary

Council Meeting

12.

Meeting Date: 06/14/2022

Department: Parks & Recreation

Pillars: Excellence in Asset Management

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

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Approving an Agreement with Westra Consultants for Professional Engineering Services for the Les Lacs Pond Improvements Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$736,100.

BACKGROUND:

In 2016 & 2017, staff made presentations to Council regarding the failing pond edge and life expectancy of the existing pond liner at Les Lacs Pond. On May 23, 2017 Council approved a contract with Westra Consultants, Inc. in the amount of \$56,730 to begin the development of schematic level design solutions for a base and an enhanced project and to facilitate stakeholder involvement for Les Lacs Pond. Westra's scope also included the development of an opinion of probable cost for each design option.

Westra Consultants developed a base project which recommended the minimum work that would need to be completed to replace the pond liner, address the failing pond edge, address American Disability Act (ADA) issues and correct erosion/maintenance concerns. The consultant also developed an enhanced project which included various amenities that would enhance the project. The purpose of the enhanced option was to help facilitate public input and identify which elements were preferred by the community. To help capture this information staff developed an online web portal called "Imagine Addison." This portal allowed residents to build their own project by adding proposed enhancements for the pond edge condition, planting style, interactive elements, site improvement elements, environmental elements, and aesthetic improvements to the base project. As participants built their own project the project budget would adjust to include their selections.

Staff used the community's preferences for amenities gathered in Imagine Addison to present a recommended project to the 2019 Bond Election Committee. The committee recommended including the project in Proposition C in the 2019 Bond Election which was approved by voters in November of that year. The recommended project included the base project, a combination lake

edge, landscape beds, a rain garden, retaining walls, fountain lights and tree up-lights which was originally estimated to be \$3,146,251 in 2018. Staff presented the item to the bond election committee in an amount of \$3,282,110 to account for anticipated inflation for the project. Professional Services such as consultant fees for completion of schematic design and construction documents, topographic and bathymetric survey, environmental and drainage analysis, construction phase assistance and construction materials testing were also included in the costs estimates and bond funds requested.

Due to increasing construction costs, staff recently asked Westra to look at the Opinion of Probable cost that was prepared in 2018 and asked them to make updates to reflect current construction prices that are being experienced in the region. This resulted in an approximate 18% increase. A break down of these costs is included on slide 13 of the presentation. To address the budget concerns staff is recommending a base bid project and alternate bid items be developed in the plans to provide decision making flexibility once bids are received.

Staff will make a presentation that gives an overview of the project background, information gathered in the public input process, discuss estimated construction cost impacts caused by the current economic climate and staff's recommended approach for moving forward with the project.

Also attached to this agenda item is a resolution approving a professional engineering services agreement with Westra Consultants for the completion of schematic design and construction documents, topographic and bathymetric survey, environmental and drainage analysis, bidding and construction phase assistance and construction materials testing.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Les Lacs Pond

Resolution - Les Lacs Pond

Les Lacs Pond Liner Replacement and Site Improvements

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle pointing upwards and a grey triangle pointing downwards, meeting at a diagonal line.

ADDISON

Background



- In 2016 & 2017 Staff made several presentations to Council regarding the failing pond edge and life expectancy of the existing pond liner at Les Lacs Pond. As a result of these presentations, it was determined that staff select a consultant to provide a proposal to begin Schematic level design solutions for:
 - A base project that would remove and replace the pond liner with a simple earthen edge treatment.
 - Look at alternative pond edge treatments for their aesthetic value and durability.
 - Look at additional site and landscape enhancements.
 - Gather public feedback related to the proposed pond edge, site and landscape enhancements.
 - Develop an Opinion of Probable Cost for the options.
- May 23, 2017 Council awarded a contract to Westra Consultants in an amount not to exceed \$56,730 for initial development of Schematic Design and stakeholder involvement for the replacement Les Lacs Pond liner replacement, edge treatments and potential site enhancements.

Background

ADDISON



LEGEND

- | | |
|--------------------------------|---|
| 01 PROPERTY BOUNDARY | 06 PROPOSED RETAINING WALLS |
| 02 EXISTING FOUNTAINS | 07 MAKE WALK ADA ACCESSIBLE |
| 03 EXISTING DECK AND WATERFALL | 08 PROPOSED POND OVERFLOW TRASH RACK |
| 04 EXISTING TREES TO REMAIN | 09 PROPOSED SMOOTHING OF ENTIRE PERIMETER POND EDGE |
| 05 EXISTING CONCRETE FLUME | 10 APPLY STONE VENEER TO OUTFALL STRUCTURE |

DESIGN TIMELINE: 4 - 6 MONTHS
 CONSTRUCTION TIMELINE: 6 - 8 MONTHS
 BASE COST - POND DEMOLITION, NEW LINER AND NATURAL EDGE: \$790,000
 CONCEPT OPTION 1 - POND LANDSCAPE, AMENITY AND SITE IMPROVEMENTS: \$297,000
 MATERIALS TESTING, CONSTRUCTION ADMINISTRATION, PERMITTING, LANDSCAPE ARCHITECTURE AND ENGINEERING, & SURVEYING SERVICES: \$271,750
 TOTAL PROBABLE COST: \$1,358,750.00

NOTES:

OPTION 1 INCLUDES THE MINIMUM WORK REQUIRED TO REPLACE THE LINER, MEET ADA REQUIREMENTS AND SMOOTH OUT THE POND EDGE TO IMPROVE MAINTENANCE.

- Westra Consultants developed a plan for a Base Project which recommended the minimum work that would need to be completed to replace the pond liner, address the failing pond edge, address ADA issues and correct erosion / maintenance concerns.

Background

ADDISON



LEGEND

- | | | | |
|---|---|---|--|
| 01 PROPERTY BOUNDARY | 07 WIDEN WALKS TO 8' AND CREATE CURVILINEAR ALIGNMENT | 13 EXISTING DECKING WITH PROPOSED MOVABLE SEATING AND GAME AREA | 19 PROPOSED EDUCATIONAL SIGNAGE |
| 02 NEW FOUNTAINS WITH LED LIGHTING | 08 PROPOSED POND OVERFLOW TRASH RACK | 14 PROPOSED FITNESS STATIONS ALONG WALK | 20 PROPOSED ROOT BARRIER TO PROTECT SIDEWALKS AND POND LINER |
| 03 EXISTING WATERFALL WITH PROPOSED LED LIGHTING AND CLEANING OF ROCKS | 09 PROPOSED SMOOTH POND FORM AND CONCRETE EDGE | 15 PROPOSED BOARDWALK | 21 NUTRIENT/DEBRIS COLLECTION CHAMBER |
| 04 PRESERVE EXISTING TREES AND ADD UPLIGHTING (*) | 10 PROPOSED SMOOTH POND FORM AND NATURAL LANDSCAPE EDGE | 16 PROPOSED BRIDGE | |
| 05 EXISTING CONCRETE FLUME WITH PROPOSED RAIN GARDEN AND STONE BOULDERS | 11 PROPOSED SMOOTH POND FORM AND STONE EDGE | 17 PROPOSED MEANDERING WALK | |
| 06 PROPOSED RETAINING WALLS | 12 PROPOSED ART | 18 PROPOSED AQUATIC PLANTING | |

DESIGN TIMELINE: 6 - 8 MONTHS
 CONSTRUCTION TIMELINE: 9 - 12 MONTHS
 BASE COST - POND DEMOLITION AND RECONSTRUCTION OF POND LINER: \$790,000
 CONCEPT OPTION 2 - POND LANDSCAPE, AMENITY AND SITE IMPROVEMENTS: \$2,637,000
 MATERIALS TESTING, CONSTRUCTION ADMINISTRATION, PERMITTING, LANDSCAPE ARCHITECTURE AND ENGINEERING, & SURVEYING SERVICES: \$856,750
 TOTAL PROBABLE COST: \$4,283,750.00

NOTES:
 OPTION 2 INCLUDES ITEMS SHOWN IN OPTION 1 AND RECOMMENDED ENHANCEMENTS. THE ENHANCEMENTS WILL BE PRIORITIZED BY COMMUNITY INPUT.

- Westra Consultants also developed an Enhanced Project. This option included all site and landscape enhancements that were recommended by the consultant.
- This option was developed to gather public feedback. It was never anticipated that all of the recommended elements would be constructed.
- A recommended project and the associated budget would be developed from community input.

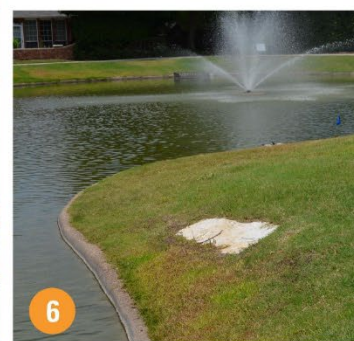
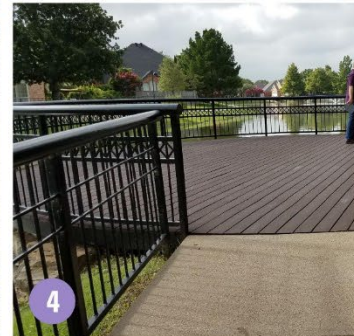
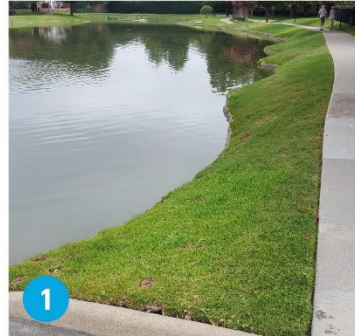
Background

ADDISON

COMMENT CARD

Name _____ Age _____
 Address _____ # Years of Residency _____
 Email _____ Male or Female _____
 Phone _____ Owner or Renter _____

- 1 **EDGE CONDITIONS** - Choose from one of the following options:
 - ☐ **NATURAL EDGE ONLY (\$0)** – Earthen edge with sod gently sloping and terminating at water line.
 - ☐ **CONCRETE EDGE ONLY (\$632,185)** – Formed concrete border approximately 12" wide. Color and finish to be determined.
 - ☐ **STONE EDGE ONLY (\$632,185)** – Decorative stone edge to be chosen per residents' preferences.
 - ☐ C1) Flagstone edge at consistent width (\$).
 - ☐ C2) Stone cap, 18" wide, to hang over water's edge (\$\$).
 - ☐ C3) Stone blocks provide seating along edge (\$\$\$).
 - ☐ **NATURAL, CONCRETE, AND STONE EDGES (\$493,200)** – All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2.
 - ☐ **NO PREFERENCE**
- 2 **PLANTING** - Choose from one of the following options:
 - ☐ **NATIVE PLANTINGS (\$792,600)** – Variety of container grown native Texas grasses to undulate along the pond edge varying from 24"–36" in height.
 - ☐ **HYBRID (\$792,600)** – Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.
 - ☐ **FORMAL (\$792,600)** – Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round.
 - ☐ **NO PREFERENCE**
- 3 **INTERACTIVE AMENITIES** - Choose from one or more of the following options:
 - ☐ **GAMES (\$36,250)** – Table games to promote community engagement.
 - ☐ **MOVEABLE SEATING (\$91,500)** – Moveable chairs, benches, and tables located on existing decking.
 - ☐ **FITNESS STATIONS (\$101,500)** – Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.
 - ☐ **NO PREFERENCE**
 - ☐ **NONE OF THE ABOVE**
- 4 **SITE IMPROVEMENT AMENITIES** - Choose from one or more of the following options:
 - ☐ **RETAINING WALLS (\$96,300)** – Utilize stone block walls to provide gentle grade change along pond edge.
 - ☐ **MEANDERING WALKS (\$401,665)** – Undulate straight portions of the concrete walk to provide enhanced walking experience.
 - ☐ **BRIDGE (\$188,500)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black.
 - ☐ **BOARDWALK (\$290,000)** – Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Boardwalk to be concrete with wooden rails.
 - ☐ **NO PREFERENCE**
 - ☐ **NONE OF THE ABOVE**
- 5 **ENVIRONMENTAL AMENITIES** - Choose from one or more of the following options:
 - ☐ **EDUCATIONAL SIGNAGE (\$29,000)** – Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.
 - ☐ **AQUATICS (\$229,000)** – Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.
 - ☐ **RAIN-GARDEN (\$43,500)** – Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.
 - ☐ **NO PREFERENCE**
 - ☐ **NONE OF THE ABOVE**
- 6 **AESTHETIC IMPROVEMENT AMENITIES** - Choose from one or more of the following options:
 - ☐ **FOUNTAIN AND LED LIGHTING (\$61,625)** – Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.
 - ☐ **ART (\$0)** – Provide visual interest with art chosen by the Addison Arbor Foundation.
 - ☐ **LIGHT (\$68,150)** – Provide fifteen tree uplifts to enhance evening park experience.
 - ☐ **NO PREFERENCE**
 - ☐ **NONE OF THE ABOVE**



- From the options developed by Westra, staff developed a web site that allowed the community to build their preferred project and understand the costs associated with the selections they made.
- Residents were asked to provide information related to:
 - Edge Conditions
 - Planting Enhancements
 - Interactive Amenities
 - Site Improvement Amenities
 - Environmental Amenities
 - Aesthetic Improvements
- Staff made a presentation to Council April 9, 2019 giving and overview of the input that was gathered from the community. The following slides illustrate the results of that input.

Background



1 EDGE CONDITIONS



A NATURAL

Description - Earthen edge with sod gently sloping and terminating at water line.
Cost - \$0



B CONCRETE

Description - Formed concrete border approximately 12" wide. Color and finish to be determined.
Cost - \$632,185



C1 FLAGSTONE

Description - Decorative stone edge to be chosen per residents' preferences. C1) Flagstone edge at consistent width (\$).



C2 STONE CAP



C3 STONE BLOCKS

C2) Stone cap, 18" wide, to hang over water's edge (\$\$). C3) Stone blocks provide seating along edge (\$\$\$).



D NATURAL

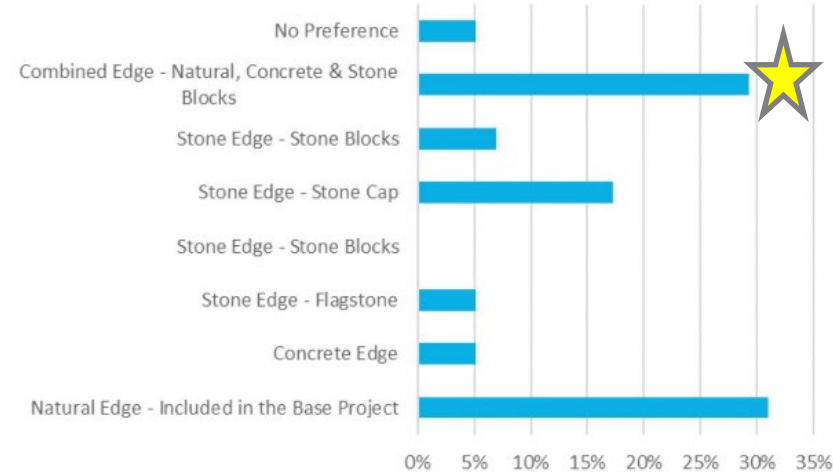


CONCRETE



STONE BLOCKS

Description - All three materials (36% Natural / 42% Concrete / 22% Stone Blocks) to be used throughout the site as shown in Option 2.
Cost - \$493,200



Star denotes staff recommendation made to Council April 2019

Background

ADDISON

2 PLANTING



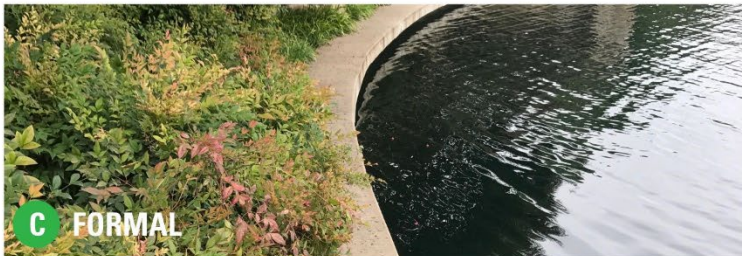
Description - Variety of container grown native Texas grasses to undulate along the pond edge varying from 24"-36" in height.

Cost - \$792,600



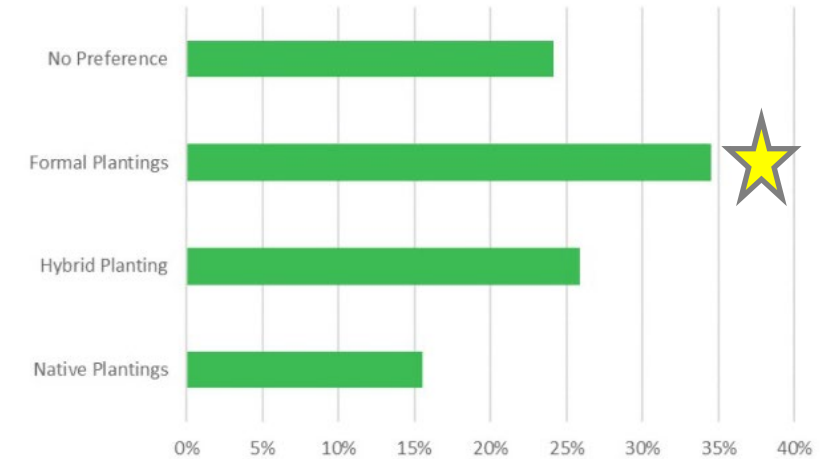
Description - Variety of native Texas grasses and formal planting. Pockets of native Texas grasses integrated with formal planting to meander along the pond edge.

Cost - \$792,600



Description - Variety of container grown formal shrubs and groundcover. Plant types to match existing formal landscape aesthetic and undulate along pond edge. Provides opportunity for evergreen plant material to maintain seasonal interest year round.

Cost - \$792,600



2

Star denotes staff recommendation made to Council April 2019

Background

ADDISON

3 INTERACTIVE AMENITIES



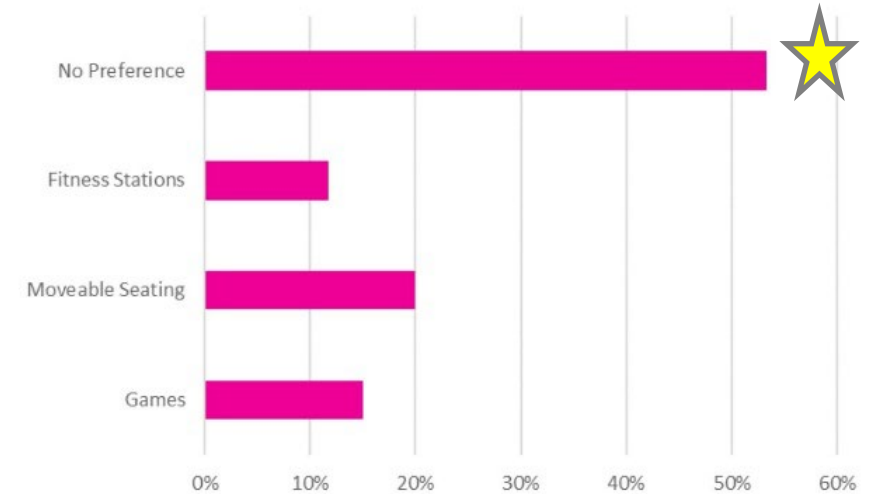
A GAMES
Description - Table games to promote community engagement.
Cost - \$36,250



B MOVEABLE SEATING
Description - Moveable chairs, benches, and tables located on existing decking.
Cost - \$81,500



C FITNESS STATIONS
Description - Groupings of two to three metal fitness stations along walking path to provide exercise opportunities.
Cost - \$101,500



3

Star denotes staff recommendation made to Council April 2019

Background

ADDISON

4 SITE IMPROVEMENT AMENITIES



A RETAINING WALLS

Description - Utilize stone block walls to provide gentle grade change along pond edge.
Cost - \$96,300



B MEANDERING WALKS

Description - Undulate straight portions of the concrete walk to provide enhanced walking experience.
Cost - \$401,665



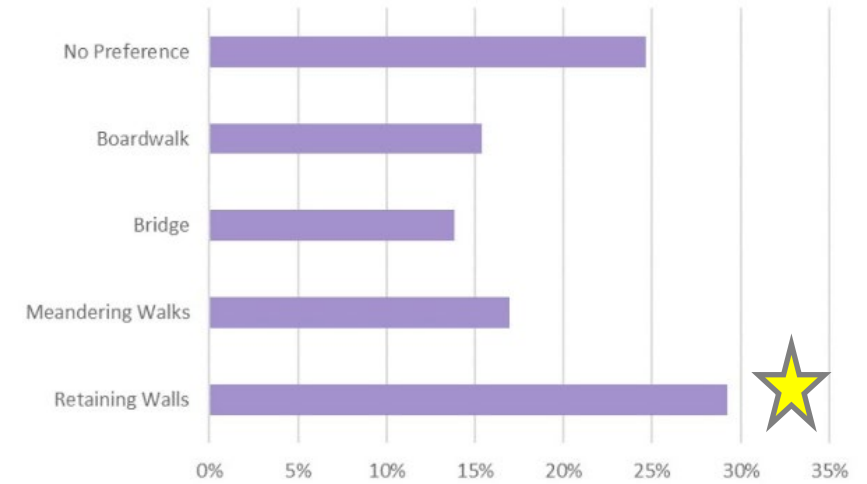
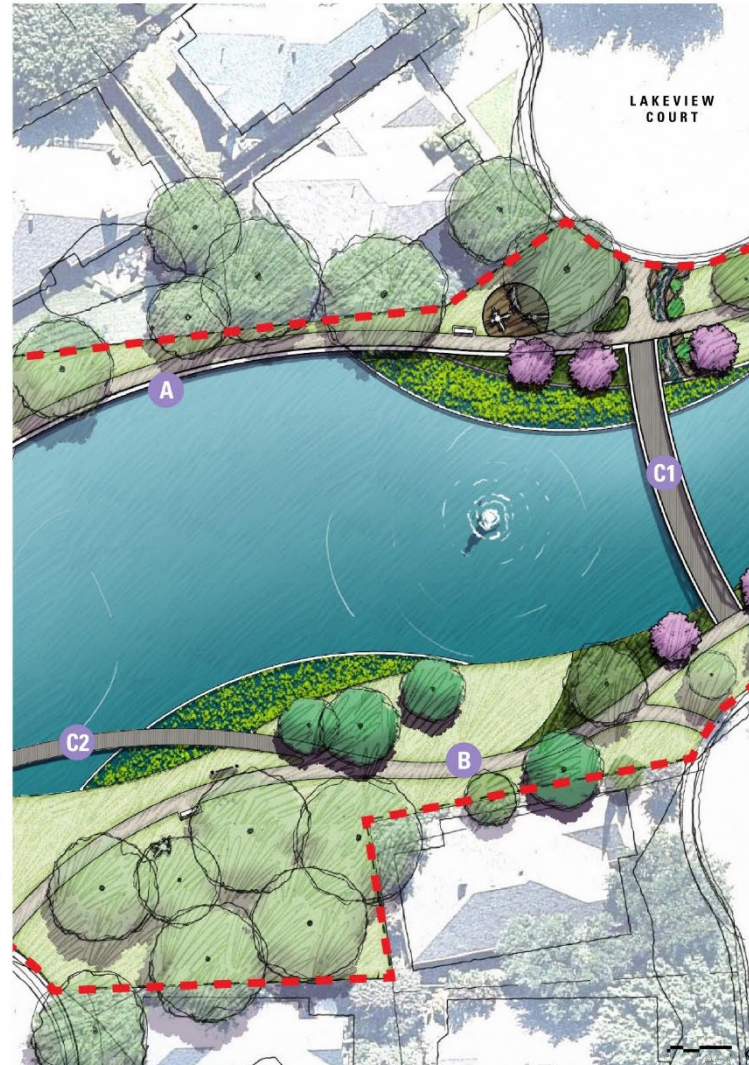
C1 BRIDGE

Description - Provide an additional circulation route and an opportunity for pedestrians to better engage with the water. Bridge to be metal that is painted black. Boardwalk to be concrete with wooden rails.

Cost - C1 Bridge \$188,500 / C2 Boardwalk \$290,000



C2 BOARDWALK



4

Star denotes staff recommendation made to Council April 2019

Background

ADDISON

5 ENVIRONMENTAL AMENITIES



A EDUCATIONAL SIGNAGE

Description - Attractive, durable, pedestal signage along trail to educate users about the pond ecosystem.
Cost - \$29,000



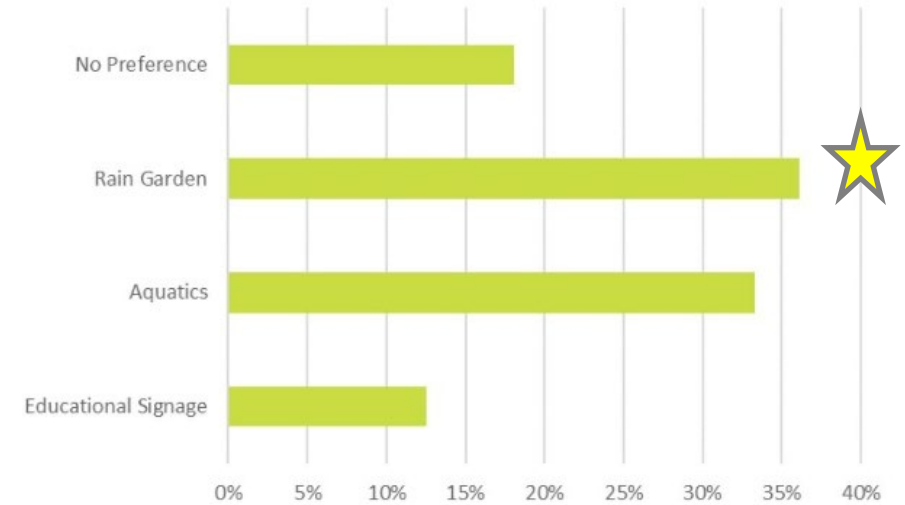
B AQUATICS

Description - Aquatic plant material set within the pond to catch and filter stormwater runoff from the neighborhood.
Cost - \$229,000



C RAIN-GARDEN

Description - Catch and filter stormwater runoff from the streets by converting concrete flumes into rain-gardens.
Cost - \$43,500



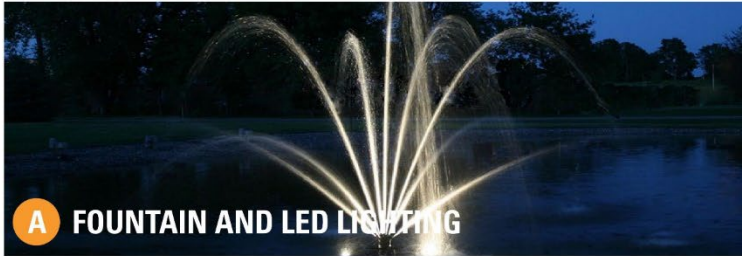
5

Star denotes staff recommendation made to Council April 2019

Background

ADDISON

6 AESTHETIC IMPROVEMENT AMENITIES



A FOUNTAIN AND LED LIGHTING

Description - Provide an attractive and functional fountain for water aeration and circulation. Add LED lights.
Cost - \$61,625



ADDISON ARBOR FOUNDATION

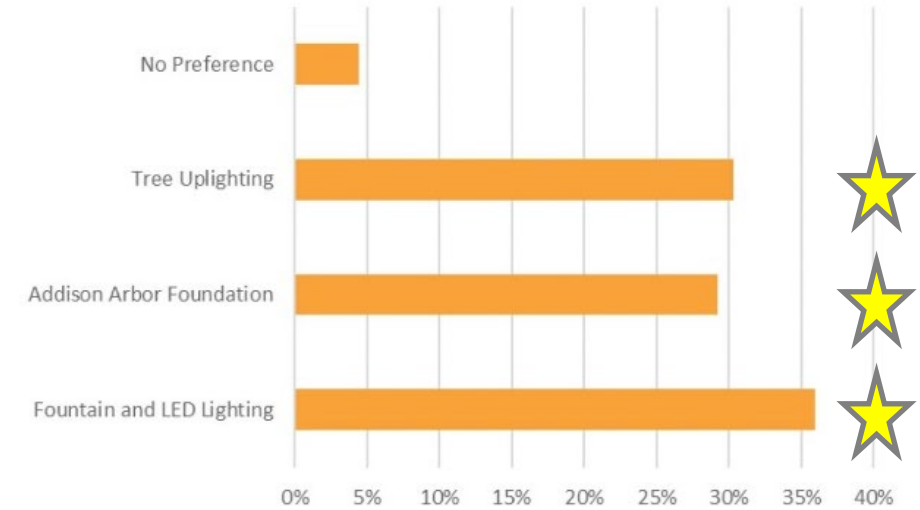
B ART

Description - Provide visual interest with art chosen by the Addison Arbor Foundation.
Cost - \$0



C LIGHT

Description - Provide tree uplights to enhance evening park experience.
Cost - \$68,150



6

Star denotes staff recommendation made to Council April 2019

- At the April 9, 2019 work session presentation to Council. Council discussion indicated that staff should:
 - Look for funding sources for the project.
 - Staff applied for a grant through Texas Commission on Environmental Quality (TCEQ) and was unsuccessful.
 - Staff included \$3,282,110 in the 2019 Bond Election, which was approved by voters.
 - Bring back a recommended project for Council Action based on funding availability.
 - Look at the landscape planting scope and determine if it could be reduced.
 - Make sure that the community is well informed of the construction impacts, milestones and schedule throughout the course of the implementation.

Potential Pond Improvements Presented to the Bond Election Committee

Replacement of the Pond Liner

ADA Improvements

Combination Lake Edge

Landscape Beds

Rain Garden

Retaining Walls

Fountain Lights

Tree Up Lights

- Due to increasing construction costs experienced in the region staff asked Westra to look at the Opinion of Probable (OPC) cost that was prepared in 2019 and asked them to update the OPC to reflect current construction prices that are being experienced in the region. This resulted in approximately an 18% increase in the anticipated costs.

2018 Opinion of Probable Cost	
Base Project	\$ 657,836.00
Additional Options	\$1,438,877.00
Professional Services etc.	\$ 629,250.00
Contingency	\$ 420,288.00
Total Estimated Cost	\$3,146,251.00

2021 Opinion of Probable Cost	
Base Project	\$ 936,073.00
Additional Options	\$ 1,561,385.00
Professional Services etc.	\$ 736,100.00
Contingency	\$ 500,542.00
Total Estimated Cost	\$ 3,734,100.00

Staff Recommendation

- Language on the ballot for Proposition C – Park, Open Space and Recreation Facilities was “The issuance of \$6,723,002 general obligation bonds for park, open space and recreation facilities improvements and the levy of a tax in payment thereof.”
- Staff recommends creating a base bid project that will be less than the available bonds funds (\$3,282,110) and bidding additional items as alternates. This will allow bond funds to be allocated to additional expenses encumbered to relocate the outdoor fitness courts and provide decision-making flexibility in a volatile construction environment.

Recommended Base Bid Project	Opinion of Cost
Liner Replacement & ADA Improvements	\$ 936,073.00
Combined Edge	\$ 581,976.00
Landscape Enhancements	\$ 350,000.00*
Retaining Walls	\$ 123,000.00
Professional Services Etc.	\$ 736,100.00
Contingency	\$ 298,657.35
Total	\$ 3,025,806.35

Recommended Alternate Bid Items	Opinion of Cost
Fountain Up Lights	\$ 72,717.50
Tree Up Lights	\$ 80,417.00
Rain Garden	\$ 51,330.00
Contingency	\$ 30,669.68
Total	\$ 235,134.18

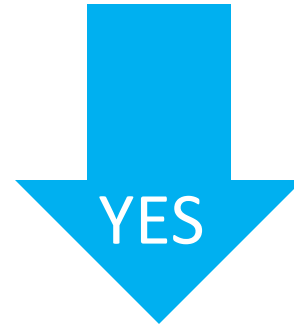
* Reduced from \$792,600 based on previous Council feedback in April 2019.

Professional Services Break Down

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

Task	Fee	Consultant Expected Schedule	Staff Expected Review Schedule
Schematic Design	\$ 47,200.00	8 Weeks	2 Weeks
Topographic and Bathymetric Survey	\$ 24,400.00	6 Weeks	
Environmental and Drainage Analysis	\$ 61,800.00	12 Weeks	3 Weeks
Design Documents	\$ 476,100.00	12 Weeks	6 Weeks
Total Time to Complete Bid Documents		38 Weeks	11 Weeks
Bidding and Construction Phase Assistance	\$ 75,000.00		
Construction Materials Testing	\$ 51,600.00		
Total	\$ 736,100.00		

Does Council Agree With Project Approach Recommended by Staff?



Staff Requests Council Consider Action on Professional Services Agreement from Westra Consultants for \$736,100

- Are there other policy points that Council would like to discuss related to the project?
- Are there any additional questions related to the project?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH WESTRA CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LES LACS POND IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Westra Consultants to provide professional engineering services for the Les Lacs Pond Improvements project (the "Agreement").

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

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Westra Consultants, LLC in an amount not-to-exceed of \$736,100.00 for professional engineering services for the Les Lacs Pond Improvements project, 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 **14th** day of **JUNE** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

June 3, 2022

Via email: jtiddwell@addisontx.gov

Janna Tidwell, PLA, LEED AP
Town of Addison
16801 Westgrove Road
Addison, TX 75001

**Re: Les Lacs Pond Improvements
Westra No. ADD21013**

Dear Janna,

Westra Consultants is pleased to submit this Letter Agreement to provide professional services for the above referenced project. This letter, when countersigned below, shall serve as our agreement and Notice to Proceed. Our project understanding, scope of services, schedule, and fee are listed below.

Project Understanding

The Project generally consists of providing engineering, surveying and landscape architecture services for the replacement of the pond liner, a new pond edge, additional plantings, site improvements, environmental improvements, and aesthetic amenities.

For a detailed description of the Scope of Services for this project see Attachment "A".

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Examples of such services is included with Attachment "A".

Information Provided by Client

Information to be provided by the Client for the completion of these services includes:

1. GIS Files for the Project, to include aerials, topography, planimetrics and utilities.
2. Copies of the Town's format for specifications and contract documents.
3. Record drawings and as-builts of the Project area.
4. Drainage studies for the Project area.
5. Grading limits for the pond berm at Waterside Court.

Schedule, Fee and Billing

The tasks outlined in the Scope of Services will be completed within the following schedule, exclusive of Client or outside agency review time. Additional services, if desired and authorized, will be performed in a timely manner upon authorization by Client

Task	Fee	Expected Schedule
A. 100% Schematic Design	\$47,200	Up to 8 weeks
B. Topographic and Bathymetric Survey	\$24,400	Up to 6 weeks
C. Environmental and Drainage Analysis Services	\$61,800	Up to 12 weeks
D. Design Documents	\$476,100	Up to 12 weeks
E. Bidding and Construction Phase Assistance	\$75,000	Up to 8 weeks
F. Construction Materials Testing	\$51,600	Up to 42 weeks
TOTAL	\$736,100	

The Consultant will perform the work described in the Scope of Services for a lump sum fee of **\$736,100**. All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment is due within 30 days of the receipt of the invoice.

Closure

In addition to the matters set forth herein, this Agreement shall include and be exclusively subject to the terms and conditions in the attached Standard Provisions. The terms "Client" and "Consultant" as used in the Standard Provisions are defined in the signature block below.

Please sign both copies of this letter, retain one original for your files, and return the second copy to us. The fee and schedule stated in this Agreement are valid for 60 days from the date of this letter. We appreciate the opportunity to work with you on this project and look forward to a long relationship. Please do not hesitate to contact us if you have any questions.

Sincerely,

Westra Consultants

ACKNOWLEDGED AND AGREED:

Westra Consultants, LLC
(Consultant)



Signature

06.03.2022

Date

Town of Addison
(Client)

Signature

Date

Sol Stigall Principal
Printed Title

Printed Title

Westra Consultants, LLC
Standard Provisions

(1) **Basic Agreement.** Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth in this Agreement as "Additional Services". Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates schedule.

(2) **Period of Service.** Consultant shall complete its Services in a timely manner after receipt of a fully executed Agreement, any required retainer, and within the specific time period stipulated in the agreement. If no specific time period is stipulated, Consultant shall complete its Services within a reasonable period of time. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

(3) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(c) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(d) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(e) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(f) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(4) **Payment Procedures.** Consultant shall be compensated in accordance with the following provisions:

(a) Consultant shall prepare and submit invoices periodically and in accordance with Consultant's standard invoicing practices. Payment of each invoice shall be due and payable within 30 days of receipt. Any retainer held by the Consultant shall be held for the duration of the project and applied to the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 1.0% per month beginning on the 31st day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days, the Consultant may, after giving seven days written notice to Client, suspend Services and withhold deliverables under this Agreement until Consultant has been paid in full all amounts due for Services. Consultant may also initiate legal proceedings, including filing liens, to secure its rights under this Agreement.

(b) If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

(c) If the Consultant initiates legal proceedings, including filing a lien, to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(5) **Termination.** The obligation to continue performance under this Agreement may be terminated in accordance with the following provisions:

(a) For cause by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for services is a substantial failure to perform and a basis for termination.

(b) For cause by Consultant upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.

(c) For convenience by Client effective upon Consultant's receipt of written notice.

(d) In the event of any termination, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services.

(6) **Successors, Assigns, and Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(7) **Use of Documents.** All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

(a) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

(b) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;

(c) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and

(d) such limited license to Client shall not create any rights in third parties.

(8) **Opinions of Cost.** Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids,

or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, it shall employ an independent cost estimate. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(9) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. No warranties, express or implied, are made or intended by the Consultant under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

(11) **LIMITATION OF LIABILITY.**

(a) In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants, shall not exceed the greater of \$250,000 or three times the total compensation received by the Consultant under this Agreement.

(b) Higher limits of liability may be negotiated for additional fee.

(c) Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(d) This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

(12) **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

(13) **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

(14) **Dispute Resolution.** Client and Consultant agree to negotiate all claims and disputes arising out of this agreement in good faith during the 30 days after notice of such claim or dispute. If negotiations are

unsuccessful, then said claim or dispute shall be mediated in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) **Hazardous Substances and Conditions.** The parties acknowledge that Consultant's Services with respect to hazardous substances and/or conditions shall be strictly limited to providing professional analysis, recommendations, and reporting only when specifically agreed to in the Consultant's scope of services. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. If the Consultant or any other party encounters, uncovers, reveals, or otherwise becomes aware of a hazardous substance or condition not contemplated in the scope of services the client shall be notified. Upon notification, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

(16) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant is retained to provide construction phase services Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Furthermore, Consultant shall not be responsible for the acts or omissions of any Constructor and Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. Except as provided in Section 1, this Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision in this Agreement that is unenforceable shall not affect the enforceability of the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
for
Les Lacs Pond Improvements, Addison, TX
Westra Project No. ADD21013

PROJECT DESCRIPTION

The Project shall be defined as the Les Lacs Pond Improvements to generally include replacement of the pond liner, pond edge, additional plantings, site improvements and environmental and aesthetic amenities. The terms "Client" and "Town" shall refer to the Town of Addison. The term "Consultant" shall refer to Westra Consultants.

Les Lacs Pond is a 2.2-acre upland stormwater retention pond with perimeter sidewalks, two overlooks with water recirculation, fountains, landscaping, lighting, flumes, outfall, and a groundwater well. The Project improvements will include pedestrian sidewalk improvements where ADA is not currently met, required retaining walls for slope improvements, rain gardens, aquatic plantings, tree up lighting, shrubs and groundcover, trees, root barriers, landscape edging, irrigation, three (3) new fountains with pumps, lighting and electric, new outfall trash rack, and pond edge smoothing/reshaping with a combination of natural edge, stone edge, and concrete edge. The design will include construction phasing plans to address drainage during construction as well as dredging of the pond and removal and replacement of the existing pond liner. Reference **Exhibit B** below for design elements to be included with the Project.



NOTE: Plan shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

The Consultant shall provide the following tasks for the Project:

Task A: 100% Schematic Design

1. Meet with Town staff to provide a project kickoff, and further define project requirements and objectives.
2. Develop a 100% schematic design plan based on the 75% concept design and the approved improvements as identified in the City Council presentation dated June 11, 2019.
3. Prepare a 100% schematic design opinion of probable construction cost (OPCC).
4. Attend one (1) meeting with the Town staff to present the 100% schematic design.
5. Deliverable will include one (1) overall PDF color-rendered schematic design plan to communicate the character, look and feel for proposed design themes, materials, finishes and uses/activities.

Task B: Topographic and Bathymetric Survey

1. Perform a topographic survey for the Project to consist of approximately 2.5 acres of property. The Consultant will locate on the ground existing visible improvements and other ground points necessary to prepare a topographic survey of the project area with 1-foot contour intervals. These improvements will include pond edge, landscaping, planting beds, utilities visible from the surface, benches, sidewalks, flumes, adjacent cul-de-sacs, eastbound lanes of Beltway Drive, trees and tree species identification, lighting, signs, two (2) lookout piers, water well equipment yard, screening walls and retaining walls. The Consultant will locate existing utility measure downs within the survey limits.
2. Locate or set benchmarks and provide benchmarks and control points on the construction plans. The Consultant will locate existing local survey monuments to establish control for the Project on the Town datum.
3. Perform a bathymetric survey of the pond to measure the depth of the pond and the depth of the sediment to be removed from the pond, with total volume of dredging.
4. Perform boundary verifications to determine the limits of the City owned property. Property limits will be marked on site.
5. No easement or title research is included in this proposal.

Task C: Environmental and Drainage Analysis Services

1. Conduct pond sediment sampling aimed at evaluating potential hazards and identifying a preliminary waste classification and disposal recommendations. This task will include sediment sampling, laboratory analysis, and review followed by a waste profile opinion for the Les Lacs Pond. Consultant shall collect up to 4 sediment samples.
2. Upon receipt of final laboratory analytical data, Consultant will review the data and evaluate the preliminary waste classification in accordance with 30 Texas Administrative Code 335. Consultant will provide a memo documenting the data collection procedures, analysis, results, and recommendation for proper disposal for dredged sediments.

Attachment A, Page 2 of 5

3. Review the most current Les Lacs Pond water quality sampling report provided by the Town in conjunction with the sediment sampling results noted above. Provide recommendations for aquatics, rain gardens, plantings, filter media, or other stormwater quality best management practices to include in the design documents for the purpose of improving the water quality.
4. Prepare a drainage area map and drainage calculations for the stormwater inflows to the Les Lacs Pond. Determine peak flows for the 1-, 2-, 10-, 50-, and 100-year storm events to be used in the design of the stormwater treatment systems. Drainage analysis will include cut/fill analysis and pond storage volume.
5. It is understood the Les Lacs Pond is not a jurisdictional water, therefore no wetland determinations or USACE coordination services are include with this scope.
6. Replacement of the three (3) pond fountains is included with the scope of work. No additional water circulation system design or water well design is included with this scope.

Task D: Design Documents

1. Prepare plans and specifications to show the character and extent of the Project upon approval of the 100% Schematic Design. Provide a cost opinion based on the drawings and specifications.
2. Submit plan reviews for Client at 50% design completion to discuss preliminary working plans and at 90% design completion to discuss final plans. Deliverables for each submittal will include digital submittals in PDF format.
3. Obtain necessary accessibility approvals for the design utilizing services of a Registered Accessibility Specialist.
4. Prepare construction plans for a temporary bypass drainage system to divert flow to the downstream system during construction activities.
5. Prepare contract documents and specifications for construction of the Project for review and approval by the Client with the 90% submittal. No contract documents and specifications will be included with the 50% design. Include technical specifications, agreement forms, general and special conditions, bidding documents, and other related documents, in a form sufficient for Client to advertise for bids with the 90% submittal. Consultant shall use forms provided by the Client.

Task E: Bidding and Construction Phase Assistance

1. Provide assistance during the bidding process including preparation of advertisements, distribution of documents and addenda, attending the bid opening, tabulating bids, recommendation for award, and preparation of contract documents.
2. Attend one (1) Prebid meeting and one (1) Preconstruction meeting with the Client and the Contractor.
3. Attend one (1) public meeting with the Client and the selected Contractor to answer resident questions about the construction process. Meeting to be scheduled and coordinated by the Client.

4. Provide assistance during construction as requested including responding to Contractor questions, change orders, field changes, construction observations and preparation of record drawings. Daily inspections of the project are not included with this scope.
5. Consultant assumes no more than thirty (30) site visits will be required for the Project construction duration.

Task F: Construction Materials Testing

1. Provide construction materials engineering services for the construction of the Project. Testing services are based on an assumed number of predetermined tests and may require adjustment once the design documents are completed for construction.
2. Testing services include earthwork and concrete testing. Earthwork testing will include subgrade, fill, backfill and flatwork subgrade materials, retaining wall subgrades and in-place moisture/density testing of same. Concrete testing includes on-site placement observation and testing to include slump, temperature, entrained air, and molding of test cylinders, laboratory curing, and testing of cylinders.
3. Client to provide contact information for the distribution of test results.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by Client. Compensation for Additional Services shall be based on the hourly rates in effect at the time services are performed or on a pre-negotiated fee. Such services shall include, but not be limited to the following:

1. Changes to design after approved by the Client.
2. Design of bridges or boardwalks.
3. Any redesign of the overlook piers.
4. Environmental education signage.
5. Phasing of the Project.
6. Boundary surveys.
7. Platting, easement or title research.
8. Water or sanitary sewer studies.
9. Offsite water or sanitary sewer extensions.
10. Design of any water circulation systems for the pond other than the three (3) fountain replacements.
11. Water well design.
12. Public roadway or drainage improvements.
13. Wetland determinations/USACE permitting.
14. Traffic control plans.
15. LEED design and documentation.
16. Grant applications.
17. Tree tagging.
18. Record drawings, as-built drawings and/or shop drawings.

Council Meeting

13.

Meeting Date: 06/14/2022

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Authorizing Publication of Notice of Intention to Issue Town of Addison, Texas Certificates of Obligation, Series 2022 and Providing an Effective Date.**

BACKGROUND:

The attached resolution provides notice that the Town intends to issue Certificates of Obligation in an amount not to exceed \$13,000,000; that amount encompasses the proposed streets, infrastructure and issuance costs related to the reconstruction of Midway Road and water and sewer utility improvement projects. The resolution also requires that the notice be published in the Dallas Morning News two consecutive weeks with the first publication at least 46 days before the proposed sale as well as posted on the Town's website for 45 consecutive days. These certificates of obligation will be used for the following purposes:

- On November 13, 2018, the City Council directed the City Manager to pursue issuing Certificates of Obligation to fund a portion of the budgeted \$41 million reconstruction of Midway Road. In 2012 voters approved \$16 million in funding for this reconstruction project. The Town issued \$15,000,000 in Certificates of Obligations in 2019 for the purpose of reconstructing Midway Road with a \$10,000,000 issuance of Certificates of Obligations included in this proposed issuance. This will complete the Certificate of Obligation issuances for the Midway Road Project.
- The Town will be issuing \$3,000,000 in Certificates of Obligations for the purpose of funding planned capital improvements projects related to water and sewer utility improvements over the next two to three years including: Lake Forest Drive Utility Improvements, Surveyor Pump Station Electrical Upgrades, and Beltway Drive/Belt Line Road Water Main Replacement.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Notice of Intent 2022 Certificates of Obligation

Resolution - Notice of Intention Issue CO

Notice of Intent 2022 Certificates of Obligation

June 14th, 2022

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle pointing upwards and a grey triangle pointing downwards, meeting at a diagonal line.

ADDISON

2022 Proposed Certificates of Obligation

- Total CO issuance in the amount of \$13,000,000
- \$10,000,000 for the reconstruction of Midway Road supported by property tax revenue
 - On November 13, 2018 Council directed the City Manager to pursue issuing Certificates of Obligation for this project.
 - 20-year term with level debt service
 - Estimated annual payment of \$730,000

2022 Proposed Certificates of Obligation-cont.

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

- \$3,000,000 for Utility Fund Capital Improvement Projects supported by Utility Rate revenue
 - 20-year term with level debt service
 - Estimated annual payment of \$220,000
- Estimated interest rate of 3.95%
- Resolution and Notice of Intent have been prepared by the Town's Bond Counsel

- May 16th - Presented plan to the Council
- June 14th - City Council considers Resolution authorizing Notice of Intent Publication for Certificates of Obligation
- June 20th - First Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News
- June 25th - Post Notice of Intent to Issue Certificates of Obligation on the Town's website for 45 consecutive days
- June 27th - Second Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News

- Week of July 11th - Ratings calls
- July 27th - Receive ratings
- August 9th - Hold competitive sale for the bonds
- August 9th - Present ordinance authorizing the sale to Council
- September 7th - Receive proceeds from bond sale



RESOLUTION NO. R22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND A NOTICE OF SALE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council (the "City Council") of the Town of Addison, Texas (the "City"), deems it advisable to issue certificates of obligation (the "Certificates") of the City, in one or more series, in an amount not to exceed \$13,000,000 and in accordance with the notice hereinafter set forth;

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the "Preliminary Official Statement") and the preparation of a notice of sale ("Notice of Sale") if the Certificates are issued in a competitive sale, in anticipation of its issuance of the Certificates;

WHEREAS, the City Council has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of section 271.049 of the Texas Local Government Code; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

SECTION 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

SECTION 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

SECTION 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

SECTION 4. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from Certificates issued in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

SECTION 5. The Mayor, City Manager, the Chief Financial Officer, City Secretary and other appropriate officials of the City, the City's financial advisor and bond counsel are authorized and directed to proceed with the preparation of the Preliminary Official Statement and the Notice of Sale, if any, and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

SECTION 6. The City hereby authorizes the preparation and distribution of a Notice of Sale (if a competitive sale) and Preliminary Official Statement relating to the Certificates and authorizes the Chief Financial Officer or City Manager to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

SECTION 7. The Mayor, City Manager, or the Chief Financial Officer, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

SECTION 8. This resolution shall take effect immediately from and after its passage by the City Council of the City.

(Signature page follows)

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the Town of Addison, Texas this 14th day of JUNE 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Whitt Wyatt, City Attorney

[SEAL]

*Resolution Authorizing Notice of Intent to Issue Certificates of
Obligation*

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the Town of Addison, Texas (the "Town"), will meet in the Council Chambers at the Addison Tree House, 14681 Midway Road, Addison Texas 75001, the meeting place of the City Council, at 7:30 p.m. on the 9th day of August 2022, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation (the "Certificates"), in the maximum aggregate principal amount not to exceed \$13,000,000, payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on the Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Chapter 271, Subchapter C, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor; (ii) designing, developing, constructing, and improving Town water and sewer system improvements and facilities; and (vi) professional services incurred in connection with items (i) and (ii), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$18,934,450. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 3.95%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$118,965,000, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$148,012,767.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 14th day of June, 2022.

/s/Irma Parker, City Secretary
Town of Addison, Texas

DM-#8248268.2

Council Meeting

14.

Meeting Date: 06/14/2022

Department: Special Events

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present and Discuss an **Update on the 2022 Addison Kaboom Town!**

BACKGROUND:

Staff will provide an update on the upcoming Addison Kaboom Town! event that will take place July 3, 2022. The presentation will include information regarding ticketing, food and beverage, entertainment, and attractions.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Addison Kaboom Town 2022

Addison Kaboom Town! Update

June 14, 2022



A Look Back at 2021

ADDISON





Sunday, July 3

5pm – 11pm

Tickets

General Admission

Free; ticket required for all ages.
Available to public online 10am June 22

Addison residents get early access to tickets noon June 8 – noon June 21 via special code sent out via postcard.

Hotel Package

Free with any Addison hotel booking.
Includes guaranteed admission for up to 6 people and an Addison blanket.

Addison Circle Park Festival

ADDISON

- **Main Stage**

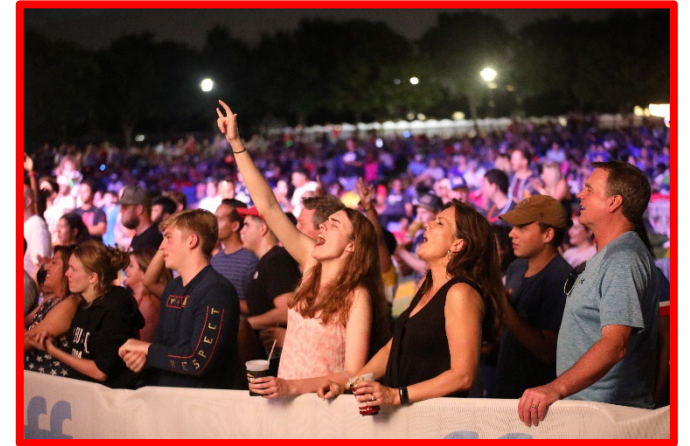
- The Walton Stout Band
- Jordan Kahn Orchestra

- **Food & Beverage**

- 18 vendors with a variety of food options

- **Other Attractions**

- Razzmajazz Dixieland Jazz Band near entrance
- Body art and light-up novelties (\$)
- Festival merch tent



Caliber Auto Care Splash Zone

ADDISON

- New attraction, located in carnival field
 - Inflatable waterslides and slip-n-slide
 - Inflatable obstacle course
 - Giant inflatable zipline
- Open to all ages
- \$15 unlimited ride wristband (purchase onsite)
- Open from 5-9pm



Addison Circle Park Festival - VIP

ADDISON



- **Dedicated VIP Area**

- Air-conditioned seating and restrooms inside the Addison Conference Centre
- Umbrella tables on the lawn



- **Complimentary Catering**

- Hot, boxed meals including vegetarian option
- 2 beer/wine tokens, unlimited soda/water

Addison Airport Airshow & Fireworks

ADDISON



- The Addison Airport Airshow returns with parachute jumpers, aerial acrobatics and historic warbirds. The show begins at 7:30pm.
- The highlight of the evening, the fireworks will be shot from the Addison Airport beginning at approximately 9:30pm.
- The display will be visible throughout Addison and beyond, with the music broadcast on STAR 102.1FM.

Questions?

ADDISON

