Addison City Council Meeting

April 22, 2025
Addison Town Hall
5300 Belt Line Road
Dallas, Texas 75254

AMENDED 4/24 at 8:36 AM - Addition of QIP Presentation to IC Item #6a

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Email comments may be submitted using the Public Comment Form located on Addison's website by 3:00 PM on the meeting day. The meeting will be live-streamed at www.addisontx.gov.

WORK SESSION

The Addison City Council will convene in the Town Hall Parlor beginning at 5:30 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**

2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.

3. **Council Member Clarification Requests Regarding Consent Agenda Items.**

   a. Council Questions and Answers

4. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):

a. Pursuant to Section 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:
   - Addison Circle Transit Oriented Development Project

5. **Open Meeting.** In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on the matters discussed in the Closed Meeting.

6. **Work Session Reports**

a. Present and discuss the Police Department's new building project, including space needs, costs, and related challenges.

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:00 PM in the Town Hall Council Chambers.

1. **Pledge of Allegiance.** United States and Texas Flags

2. **Proclamations / Presentations**

a. City Manager's Announcements

b. Employee Recognition

3. **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.

4. **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.

   a. Consider action on the Minutes from the April 8, 2025 City Council Meeting.

   b. Consider action on a Resolution authorizing payment on a Frazer Medical Intensive Care Unit in the amount of $478,361.75, following a signed Letter of Intent.

   c. Consider action on the purchase of water meters from Thirkettle Corporation (d/b/a Aqua-Metric Sales Company, Inc.) through HGACBuy and authorize the City Manager to execute the Purchase Order in an amount not to exceed $86,315.47.

   d. Consider action on a Resolution approving a contract agreement between the Town of Addison and Machining Valve and Automation LLC. for construction services for the Kellway Lift Station Pump Number Two replacement and authorizing the City Manager to execute the agreement in an amount not to exceed $84,600 plus an owner's contingency of up to $10,000.

   e. Consider action on a Resolution approving a construction services agreement with Gutter Solutions of Texas, LLC for the 5300 Belt Line Road Roof and Exterior Repair Project and authorizing the City Manager to approve the agreement for an amount not to exceed $327,553.38.

   f. Consider action on a Resolution approving a construction services agreement with MEXZIM Corporation for the Fire Station 1 Interior Remodel Project and authorizing the City Manager to sign the agreement for an amount not to exceed $89,633.00.

g. Consider action on a Resolution approving a construction services agreement with Gutter Solutions of Texas, LLC for the Addison Athletic Club Exterior Repair Project and authorizing the City Manager to sign the agreement in an amount not to exceed $91,887.40.

h. Consider action on a Resolution approving an agreement with Siemens Industry, Inc. - Smart Infrastructure for the Phase 1 Access Control Project and authorizing the City Manager to sign the agreement in an amount not to exceed $92,700.00.

5. **Public Hearings.**

a. Hold a public hearing, present, discuss, and consider action on an Ordinance approving the 2025 Standards of Care for the Town's youth recreation programs.

6. **Items for Individual Consideration.**

a. Present, discuss, and consider action on a Resolution approving a Memorandum of Understanding (MOU) for the Addison Circle Area Transit Oriented Mixed-Use Development project; authorizing the City Manager to execute the MOU; and providing an effective date.

b. Present, discuss and consider action on a Resolution approving the installation of three public art benches donated by the Addison Arbor Foundation and located within the public open space trail corridor dedicated to the Town with the AMLI Treehouse Phase I Development and providing for an effective date.

c. Present, discuss, and consider action on a Resolution approving the installation of a mosaic butterfly sculpture donated by the Addison Arbor Foundation to be located within the Beltway Greenspace and providing for an effective date.

d. Present, discuss, and consider action on a Resolution approving an agreement between the Town of Addison and McMahon Contracting, LP for construction services for the Jimmy Doolittle Reconstruction Project and ask the City Manager to execute the agreement in an amount not to exceed $1,513,716.70.

e. Present, discuss, and consider action on an Ordinance amending the Town's Annual Budget for the Fiscal Year Ending September 30, 2025, to reallocate personnel and contractual services costs in the General Fund and provide funding for sales tax recovery contractual services, Holiday in the Park event enhancements, Athletic Club outdoor fence construction, maintenance and repairs to the Addison Performing Arts Center, Redding Trail extension project, and prior year encumbrances.

7. **Items of Community Interest.** The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.

8. **Adjourn Meeting.**

NOTE: The City Council reserves the right to meet in a Closed Meeting at any time during this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Any decision held on such matters will be conducted in an Open Meeting following the conclusion of the Closed Meeting.

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: Valencia Garcia, City Secretary
Date posted: April 17, 2025 Time posted: 4:53 PM
Date removed from bulletin board: _____
Removed by: _____

City Council Regular Meeting **3. a.**
Meeting Date: 04/22/2025
Department: City Secretary

AGENDA CAPTION:
Council Questions and Answers

BACKGROUND:
The Council Questions and Answers document, along with any handout(s) provided during the meeting, will be attached below. Due to the requirement to post the agenda prior to these attachments being created, the Council Questions and Answers document will be uploaded just prior to the meeting. Any handouts presented during the meeting will be added on the next business day.

FISCAL IMPACT
N/A

RECOMMENDATION
Information only.

City Council Regular Meeting **4. a.**

Meeting Date: 04/22/2025

Department: City Secretary

AGENDA CAPTION:

Pursuant to Section 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:

- Addison Circle Transit Oriented Development Project

BACKGROUND:

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

City Council Regular Meeting **6. a.**

Meeting Date: 04/22/2025

Department: Information Technology

Key Focus Areas: Public Safety

AGENDA CAPTION:

Present and discuss the Police Department's new building project, including space needs, costs, and related challenges.

BACKGROUND:

In July 2019, the Town awarded LPA Architects (LPA) a contract to conduct a Facility Utilization and Consolidation Study. The study's purpose was to identify ways to improve facility functionality and to plan for future growth needs. LPA presented its report on April 14, 2020. At the conclusion of the presentation, Council asked Town staff to continue the study in a second phase.
On January 11, 2022, Council approved an agreement with MPI Architects (MPI) for Phase 2 of the study. MPI was asked to capitalize on data collected in Phase 1 and provide additional options and financial analysis. The Phase 2 Report was presented to the Council on March 28, 2023. The Council's consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility, new Fire Station 1, and options for a Town Center.

Staff reviewed and presented the Phase 1 and 2 findings to seek the Council's direction regarding the next steps on July 11, 2023. The Council's consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility and options for a Town Center. In February 2024, the Council held its annual strategic planning retreat and directed the town's staff to proceed with consideration of a plan and funding for the Police and Courts facility. On May 28, 2024, the Council approved a $35,000,000 Certificate of Obligation for a new Police and Courts facility.

FISCAL IMPACT

The fiscal impact of the new Police and Courts facility is dependent on both its location and the square footage of the facility. There are no costs associated with this item at this time.

RECOMMENDATION

Information only.

Attachments

Presentation - Police & Courts Facility

New Police Station Project

Navigating Space Needs, Costs, and Property

April 22, 2025

Hamid Khaleghipour, Executive Director of Internal Services
Chris Freis, Police Chief

Background

- **2019 – LPA Architects (LPA) was engaged** to analyze current facilities and provide concepts to maximize use of existing facilities by identifying growth over the next 10 years.
- **2020 – LPA's findings were presented to Council.** Council directed Town staff to continue the study in a second phase.
- **2022 – MPI Architects was engaged for a second phase** to provide financial analysis, develop strategy for each building, and provide rough square footage requirements for a new City Center.
- **March 2023 – Staff presented the findings of the study** along with three options for Council to consider: 1) renovate existing facilities, 2) build new facilities and repurpose others, and 3) continue to maintain existing facilities.
- **June/July 2023 – Council revisited the March 2023 findings.** The Council's consensus was to further investigate the feasibility and costs associated with a new Police and Courts facility and options for a Town Center.
- **February 2024 – Council held its annual strategic planning retreat** and identified addressing Town facilities, including proceeding with consideration for a plan and funding for Police & Courts facility, as a strategic objective under Financial Health & Organizational Excellence Key Focus Area.

Background

- **May 28, 2024 – Town staff presented a proposed facilities strategy** to Council based on a number of factors.
  - Proposed renovation / repurposing of the Conference Centre, construction of a new Police & Courts facility at the same location, and improvements to the Service Center.
  - The Council approved moving forward with the construction of a new Police & Courts facility, adopting MPI's recommended $35 million construction cost funded through CO's.
  - **Initial cost estimate was based on:**
    - A 45,000 sq. ft. building.
    - No staff relocation - building on existing parking lot.
    - Keep the existing gun range.
    - Rebuild on the existing site.

Background

- **October 14, 2024** – Town staff released a Space Needs Assessment RFQ and selected a GFF Design to:

    1. Assess the **needs of the Police Department and Municipal Court** to determine spaces appropriate for current day operations and 10-year time horizon (***completed***).
    2. Evaluate **construction options with the proposed site** (***in progress***).
    3. Estimate **construction cost** (***in progress***).

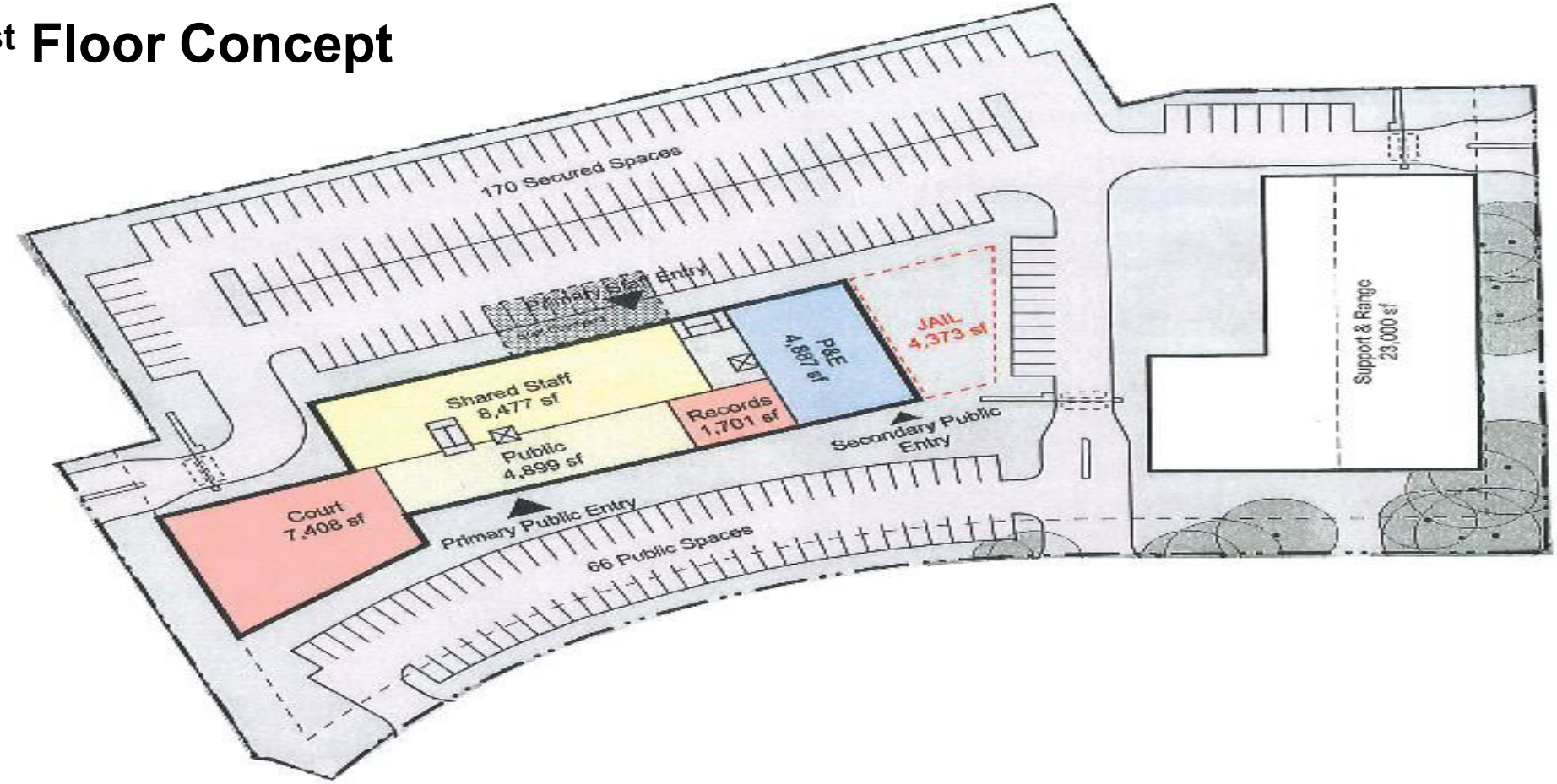
Needs Assessment

- GFF Design estimates a total space need of **74,634 sq ft** including a new gun range and support building.
  - Architects met numerous times with PD and Courts leadership to determine current space needs and future growth needs based on staffing projections and operations.
  - Toured 15 other police facilities in the region
  - Incorporated best practices for Police and Courts building design.

	M	Base GF	GFF Space Needs Assessment w/ Support Building and Gun Range
Total Square Footage	45,000	51,602	74,634

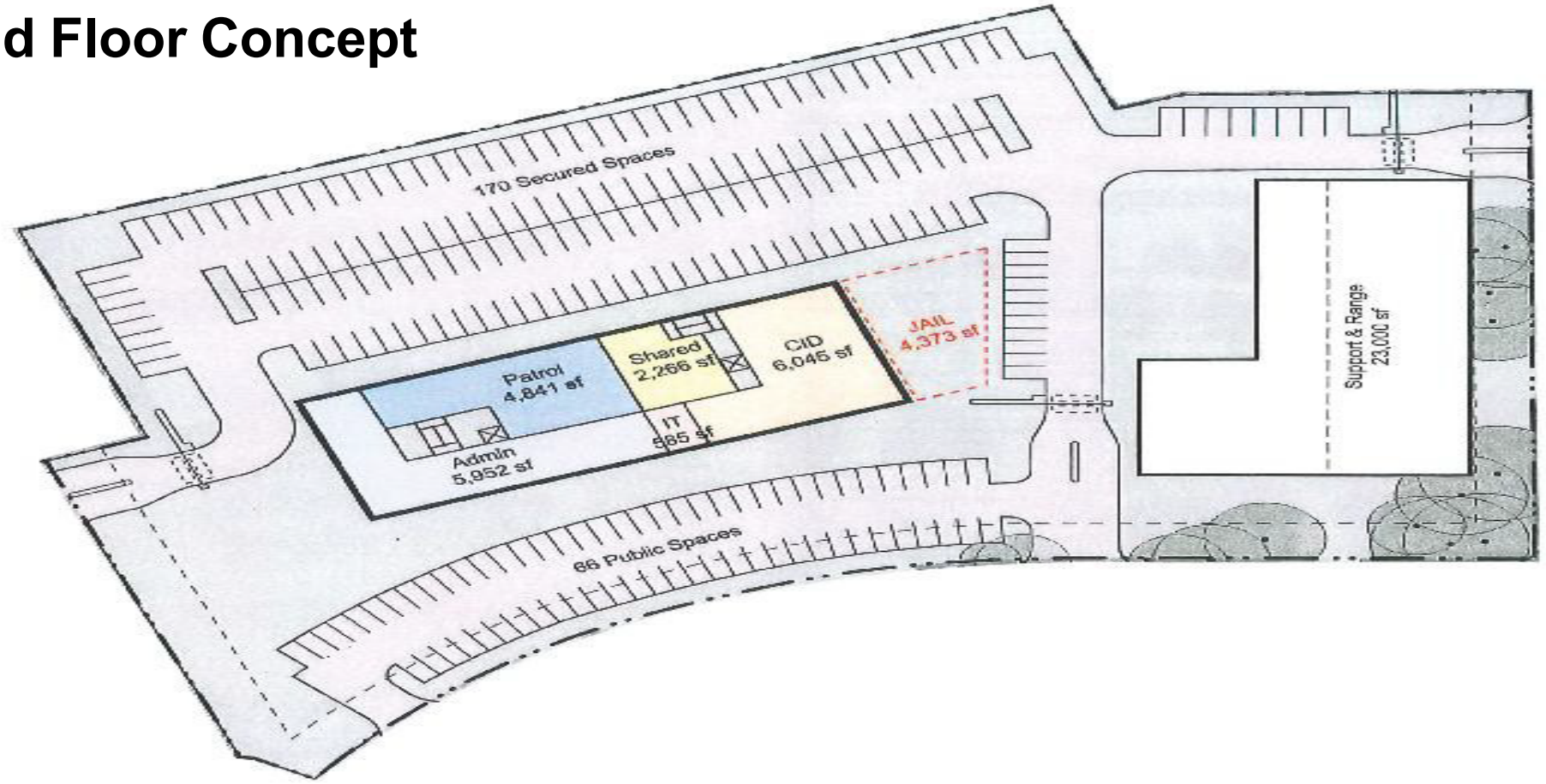
Needs Assessment

1st Floor Concept



Needs Assessment

2nd Floor Concept



Why a New Building is Needed

- The current building is over 40 years old.
- Although several updates have been made to the current building, its continued maintenance is no longer financially justifiable.
- The Police Department has exceeded space for current staff and no room for future growth.
- The current building is not ADA compliant.
- Given the state of the current building, we are not as competitive in the market to attract and retain employees.

Existing Gun Range

- Current gun range is 6 lanes and 25 yards.
  - 25 yards will only accommodate handguns and shotguns. APD currently rents a range for rifle shooting.
  - 6 lanes is too small to accommodate in-service training and qualifications based on current size of department.
- Target carriers and bullet trap are antiquated technology and no longer used in modern ranges.
- HVAC on range was upgraded in 2020 due to safety concerns. No other improvements or renovations have occurred recently.
- Designing and constructing a new police building around the current 40-year-old range and gym is not an efficient use of the limited land available.

Property / Construction Considerations

Challenges with Existing Site:

- Existing Police Department building is located on Airport property.
- FAA approval is required for demolition and rebuilding.
- Likely will need to pay for the land parcel to rebuild.

Expanding onto Adjacent Airport Land:

- Expanding to the airport property would include additional costs, FAA evaluation, and be considered in the Airport Master Plan.
- FAA evaluation standard: "*Is the request in the best interests of civil aviation?"*

Temporary Relocation of Police & Court Operations:

- Constructing a new building adjacent to current building may not be feasible.
- To remain onsite, staff may need to temporarily relocate operations due to site configuration.

Potential Expansion onto T-Hangers



Cost Analysis

	MPI Building Feasibility Study	GFF Space Needs Assessment Base	GFF Space Needs Assessment w/
Estimated Total Preliminary Cost	$35,000,000	$50,208,746	$72,000,000
Main Building Square Footage	45,000	51,602	51,602
Range & Support Building Square Footage	N/A	N/A	23,032
Estimated Total Project Cost per Square Foot	$778	$973	$973

GFF Design Assessment reflects the following changes from initial feasibility study:

- Updated construction cost per sq. ft. based on comparable projects and inflation
- Updated FFE cost (Furniture, Fixtures, & Equipment)
- $4.2m for potential land acquisition
- Future staffing needs based on 10-year staffing study*
- Does not include costs for temporary relocation of Police & Courts operations

* Staffing estimates are preliminary and reflect a range

Council Direction

- The estimated costs remain preliminary, but staff feels confident the minimum cost will exceed $35 million.

- Understanding the anticipated cost increase, **does Council prefer to plan for a bond election to include this project instead of CO issuance?**

- **Considerations:**
  - A bond election will extend the project timeline, and the building remains in critical condition. In this scenario, staff will prepare plans to address urgent concerns in a fiscally prudent manner.
  - Given increased costs and added complexity of the decisions (i.e. scope of gun range and support building), input and support from a Bond Committee would be valuable.

Next Steps

- **Develop a Bond Committee and pursue a Bond Program in 2026.**
  - Form a Bond Committee in 2025 to review proposed facility, options, and costs and provide recommendation to Council.
  - Staff will present plans for a Bond Committee soon which will include other potential projects for Committee consideration.
- **Continue working through challenges with existing property.**
  - Continue consultation with FAA.
  - Continue seeking to expand on existing PD lots, which requires FAA approval and potential for other suitable land required for aviation purposes.
  - Identifying potential temporary facility locations and estimated costs, including building out in compliance with federal and state requirements.
- **Explore suitable alternative land within the Town.**

Questions?

City Council Regular Meeting **2. a.**
Meeting Date: 04/22/2025
Department: City Secretary

AGENDA CAPTION:
City Manager's Announcements

BACKGROUND:
The City Manager will make announcements of interest to the Town.

FISCAL IMPACT
N/A

RECOMMENDATION
Information only.

City Council Regular Meeting **2. b.**
Meeting Date: 04/22/2025
Department: City Secretary

AGENDA CAPTION:
Employee Recognition

BACKGROUND:
The City Manager will recognize an employee for his/her service to the Town.

FISCAL IMPACT
N/A

RECOMMENDATION
Information only.

City Council Regular Meeting **4. a.**

Meeting Date: 04/22/2025

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the April 8, 2025 City Council Meeting.

BACKGROUND:

The minutes for the April 8, 2025 City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Administration recommends approval.

Attachments

Minutes - April 8, 2024

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

April 8, 2025

Addison Town Hall
5300 Belt Line Road, Dallas, TX 75254
5:30 PM Work Session – Town Hall Parlor
7:00 PM Regular Meeting – Town Hall City Council Chambers

Present: Mayor Bruce Arfsten; Mayor Pro-Tempore Darren Gardner; Deputy Mayor Pro-Tempore Nancy Craig; Council Member Chris DeFrancisco; Council Member Howard Freed; Council Member Dan Liscio; Council Member Marlin Willesen

WORK SESSION

The Addison City Council will convene in the Work Session in the Town Hall Parlor at 5:30 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**

Mayor Arfsten called the meeting to order in the Town Hall Parlor at 5:31 PM.

2. **Citizen Comments on the Consent Agenda Items.** *This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.*

No citizens requested to address the City Council on an item included in the Consent Agenda.

3. **Council Member Clarification Requests Regarding Consent Agenda Items.**

   a. **Council Questions and Answers**

4. **Work Session Reports**

   a. **Present and discuss the Addison Airport Master Plan Update.**
   [Deputy City Manager & Interim Airport Director, Passion Hayes and Woolpert Team Project Manager, James Miklas]

Deputy City Manager & Interim Airport Director Passion Hayes introduced Woolpert Team Project Manager James Miklas to present an update on the Addison Airport's Master Plan Update process. The update included:

- A project overview
- The master plan process
- Project steering committee discussions
- Scheduling; and
- Next steps

The Federal Aviation Administration (FAA) requires airports that receive federal funding to maintain an updated Airport Master Plan (AMP). Addison Airport's most recent AMP update began in 2014 and concluded in 2016. Council approved the acceptance of an Airport Improvement Program (AIP) grant from FAA, administered by the Texas Department of Transportation - Aviation Division (TxDOT Aviation), at the July 25, 2023 meeting. This grant, in the amount of $1,050,000 includes a 10% matching share from the Airport Fund. It will fund a new AMP update.

In an RFQ process managed by TxDOT Aviation, Addison staff selected Woolpert as the consultant for the AMP update. Public participation in the process is required by FAA.

Two committees have been established to drive the AMP update. First is the Executive Committee, which includes the consultant team, Addison staff, and representatives of TxDOT Aviation. The Executive Committee is responsible for the overall administration and management of the project. Second is the Project Steering Committee (PSC), which is composed of stakeholders from the airport and the community. The primary function of the PSC is to serve as the vehicle for public participation and input during the AMP update process.

b. **Present and discuss a preview of Taste Addison 2025.**
[Director of Special Events & Theatre, Abby Morales]

Director of Special Events & Theatre Abby Morales presented a preview of the 2025 Taste Addison event, set to take place from April 25 – 27, 2025 at Addison Circle Park.

Celebrating its thirtieth (30th) anniversary, Taste Addison returns to bring eats, beats, and artistic treats to Addison later this month. Ms. Morales provided a look at what attendees can expect to see at this year's event including:

- Ticketing information
- Entertainment offerings
- Activities; and
- Participating restaurants

c. **Present and discuss the Addison Fire Department's 2024 Annual Report.**
[Addison Fire Chief, David Jones]

Addison Fire Chief David Jones presented the Addison Fire Department's 2024 Annual Report. This report included a statistical review of the year's operations and notable fire department accomplishments. Chief Jones covered a variety of topics that showcased the department's work in 2024 and how they're looking ahead to 2025.

d. **Present and discuss the Addison Police Department's 2024 Annual Report.**
[Addison Police Chief, Chris Freis]

Addison Police Chief Chris Freis presented the Addison Police Department's 2024 Annual Report. This report included a statistical review of the year's operations and notable police department accomplishments. Chief Freis provided a statistical review of the year, notable events from the patrol and criminal investigation divisions, and goals and objectives for Fiscal Year 2025.

Mayor Arfsten closed the Work Session at 7:03 PM

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:14 PM in the Town Hall City Council Chambers.

1. **Pledge of Allegiance.** United States and Texas Flags.

Mayor Arfsten led the Pledge of Allegiance to the United States and Texas Flags.

2. **Proclamations / Presentations**
   a. **City Manager's Announcements**
   b. **Employee Recognition**
      - City Manager's Office: City Secretary Valencia Garcia introduced CMO Administrative Intern Kayla Ware.

   c. **Addison Police Department Meritorious Conduct and Preservation of Life Awards**
      - Addison Police Chief Chris Freis presented the following awards to members of the Addison Police Department:

Meritorious Conduct Award
- Officer Shelby Cearlock

Preservation of Life Awards
- Sergeant Christopher Aller
- Officer Rebekah Hendrick

3. **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.*

The following citizen requested to speak during the Public Comment period:

- Jacob Meadors, 3920 Asbury Lane – spoke to clarify and reiterate his previous request that the Council support policies providing parents with reduced work hours and expectations through neighboring communities or businesses that institute these practices.

4. **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.*

a. **Consider action on the Minutes from the March 25, 2025 City Council Meeting.**

b. *Resolution No. R25-023:* **Consider action on a Resolution approving the Vision Statement, Key Focus Areas, and Strategic Objectives of the Addison Strategic Plan.**

c. *Resolution No. R25-024:* **Consider action on a Resolution approving Program Guidelines for the Town's Non-Profit Funding Program.**

d. *Resolution No. R25-025:* **Consider action on a Resolution approving a bid for services submitted by Parking Systems of America for Addison Special Events (Bid Number 25-93) in an annual amount not to exceed $62,780.00; authorizing the City Manager to execute the bid; and providing an effective date.**

e. *Resolution No. R25-026:* **Consider action on a Resolution authorizing the Town of Addison to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Taskforce Grant.**

f. *Resolution No. R25-027:* **Consider action on a Resolution consenting to a Fuel Farm Sublicense Agreement between RR Investments, Inc. and Addison Hangars, LLC; authorizing the City Manager to execute the Master Licensor's Consent to Sublicense Agreement evidencing the Town's consent; and providing an effective date.**

g. **Consider action on Change Order #3 to the McMahon Contracting, L.P. Addison Airport (ADS) Apron Connectors and Vehicle Services Road contract first entered into and made effective October 22, 2024, in an amount not to exceed $131,749.40; authorizing the City Manager to execute Change Order #3; and providing an effective date.**

h. *Resolution No. R25-028:* **Consider action on a Resolution approving the acceptance of a $763,000 grant under the Infrastructure Investment and Jobs Act for specific qualified airport infrastructure improvements, authorizing the City Manager to execute all necessary contracts and agreements to accept the grant and establishing an effective date.**

MOTION: Mayor Pro-Tempore Gardner moved to approve §4 - CONSENT AGENDA (a-h) as presented. Council Member Liscio seconded the motion. Motion carried unanimously.

5. **Public Hearings.**

a. *Ordinance No. O25-005:* **Hold a public hearing, present, discuss and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 612, that is currently zoned Planned Development (PD) through Ordinance No. O23-03, to allow indoor baseball inspired games and a restaurant with the sale of alcoholic beverages for on-premises consumption Case 1928-SUP/5100 Belt Line Road, Suite 612 (Batbox).**
[Assistant Director of Development Services, Korrie Becht]

The Addison Planning and Zoning Commission, meeting in regular session on March 18, 2025, voted to recommend approval of a request for a Special Use Permit (SUP) to allow indoor entertainment (baseball) and a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 612, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Braun, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: Barker, Copeland

SPEAKERS AT THE PUBLIC HEARING:
For: none
On: none
Against: none

Staff recommended approval of the request with the following condition:

- Batbox operations shall close to the public no later than 2:00am.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council. Mayor Arfsten closed the Public Hearing.

MOTION: Council Member Willesen moved to approve Ordinance No. O25-005 with staff's presented condition granting a request for an SUP to allow indoor baseball inspired games and a restaurant with the sale of alcoholic beverages for on-premises consumption. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

b. *Ordinance No. O25-006:* **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4951 Belt Line Road, that is currently zoned Local Retail (LR), to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1930-SUP/4951 Belt Line Road (Mexican Sugar).**
[Director of Development & Neighborhood Services, Lesley Nyp]

The Addison Planning and Zoning Commission, meeting in regular session on March 18, 2025, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 4951 Belt Line Road, which is currently zoned Local Retail (LR), with the following conditions:

- Prior to issuance of a Certificate of Occupancy for Mexican Sugar, easements must be recorded via separate instrument as shown on the site plan for pedestrian connectivity purposes.
- Repeal previous Special Use Ordinances for the subject property including Ordinance No. 085-027, 089-036, 094-023, and 014-002.

Voting Aye: Braun, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: Barker, Copeland

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: Zach Smetzer, 4925 Marcus Avenue
Against: none

Staff recommended approval of these requests, with the following conditions:

- Prior to issuance of a Certificate of Occupancy for Mexican Sugar, easements must be recorded via separate instrument as shown on the site plan for pedestrian connectivity purposes.
- Repeal previous Special Use Ordinances for the subject property including Ordinance No. 085-027, 089-036, 094-023, and 014-002.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council. Mayor Arfsten closed the Public Hearing.

MOTION: Council Member Liscio moved to approve Ordinance No. O25-006 with staff's presented conditions granting a request for an SUP to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

6. **Items for Individual Consideration.**

a. Present, discuss, and consider action on a Resolution approving an agreement with McMahon Contracting, LP for the demolition and reconstruction of Jimmy

Doolittle Drive at Addison Airport and authorizing the City Manager to execute the contract in an amount not to exceed $1,513,716.70.

This item has been tabled and will be considered at a future City council meeting.

b. *Resolution No. R25-029:* **Present, discuss, and consider action on a Resolution approving a rental agreement between the Town of Addison and Meridian Rapid Defense Group Rentals LLC for the rental of Mobile Vehicle Barriers for the 2025 special event season and authorizing the City Manager to execute the agreement in an amount not to exceed $122,430.**
[Addison Police Chief, Chris Freis]

Prior to 2024, Addison used various traffic control methods for special events. These ranged from simple wooden barriers to more sophisticated steel barricades and traffic cones for street closures. Unfortunately, these tools serve only as a visual deterrent. Recent training and events around the nation have highlighted deficiencies in protection against vehicle attacks and crowd management during emergency evacuations. Due to this, staff began researching mobile vehicle barriers for our special events. While there were many solutions to protect against vehicle attacks, Meridian barriers were the only suitable solution for Addison special events.

The Meridian barrier design is pedestrian-friendly, providing 4-foot openings between each barrier, which helps avoid pinch points and crowd-crush during mass emergency evacuations while protecting against a vehicle ramming attack. Sixteen (16) Meridian Barriers were rented for Kaboom Town 2024 and utilized to shut down Quorum Drive. Twenty-six (26) barriers were used for Oktoberfest 2024. The footprint of the barriers was expanded to include Addison Circle Drive, which allowed for all roadway access to be closed on the east side of the event site. For the 2025 special event season, staff would like to expand the barrier footprint to encompass the entire event site perimeter, including sidewalks next to barriers at vulnerable points. This would entail renting seventy-seven (77) barriers for Taste and Oktoberfest and ninety-nine (99) for Kaboom Town.

The total cost of this rental agreement is not to exceed $122,430. Funding for this rental agreement will come from the Hotel Fund. Administration recommended approval.

MOTION: Council Member DeFrancisco moved to approve Resolution No. R25-029 approving a Rental Agreement with Meridian Rapid Defense Group Rentals, LLC for the rental of Mobile Vehicle Barriers for the 2025 special event season. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

7. **Items of Community Interest.** *The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.*

8. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:05 PM.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

City Council Regular Meeting **4. b.**

Meeting Date: 04/22/2025
Department: Fire
Key Focus Areas: Public Safety

AGENDA CAPTION:

Consider action on a Resolution authorizing payment on a Frazer Medical Intensive Care Unit in the amount of $478,361.75, following a signed Letter of Intent.

BACKGROUND:

The Addison Fire Department is scheduled to replace an ambulance that has reached the end of its useful life. The funding for the replacement of this item is available in the Capital Equipment Replacement Fund (CERF). On March 29, 2024, the City Manager signed a Letter of Intent to Purchase a Frazer Ambulance from Sterling McCall Ford, to be completed and delivered in FY25-26. The purchase price for the new ambulance is $478,361.75. This item has been budgeted in the FY25 Capital Equipment Replacement Fund.

FISCAL IMPACT

The purchase amount of $478,361.75 is budgeted in the FY 2025-2026 Capital Equipment Replacement Fund.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - LOI Payment Authorization
Signed LOI Frazer Ford

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF A FRAZER MEDICAL INTENSIVE CARE UNIT IN AN AMOUNT NOT TO EXCEED $478,361.75; AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE PURCHASE; FOLLOWING A SIGNED LETTER OF INTENT.

WHEREAS, the City Manager previously authorized a letter of intent to purchase a new Frazer Medical Intensive Care Unit and desires to authorize the purchase of said ambulance from Sterling McCall Ford.

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

SECTION 1. The City Council hereby approves the purchase of a Frazer Medical Intensive Care Unit in an amount not-to-exceed $478,361.75. A copy of the signed letter of intent and purchase quote is attached to this Resolution as **Exhibit A**. The City Manager and/or his designee is hereby authorized to execute a purchase order and such other documents as necessary to complete the purchase.

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 ***22nd*** day of ***April,*** 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia, City Secretary

EXHIBIT A

[To Be Attached]

March 9, 2024

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Re: Letter of Intent to Purchase (LOI) New Frazer Ambulance.

Dear Sterling McCall Ford:

I have been authorized by **Town of Addison, Texas** ("Purchaser" or "Customer") to present you with this non-binding Letter of Intent (LOI) on behalf of Purchaser. In particular, Purchaser intends to execute a purchase order with **Sterling McCall Ford** ("Vendor") for the purchase of certain products described herein, subject to Purchaser's final approval of its fiscal year 2025-2026 annual budget and appropriation of funding for the products described herein. The terms of this LOI are as follows:

1. **PRODUCT(S):** Vendor desires to sell and Purchaser desires to purchase certain equipment, certain chassis and/or vehicles, being more specifically described in the Proposal dated ***Saturday, March 9, 2024***; and attached hereto as **Exhibit A** (the "Equipment"). The sale of the Equipment shall be governed by terms and conditions set forth therein and/or the final purchase order for the Equipment.

2. **TERM; EXPIRATION DATE:** This LOI shall become on the last date of execution hereof. This LOI shall expire upon the earlier of: (i) final delivery of the Equipment to Purchaser, or (ii) September 30, 2026.

3. **DELIVERY DATE:** The parties agree that Purchaser will fund the Purchase Price (defined herein) with funds that Purchaser anticipates will be appropriated in Purchaser's fiscal year 2025-2026 budget. Accordingly, the Equipment must be purchased and delivered between October 1, 2025 and September 30, 2026.

4. **PURCHASE ORDER:** Purchaser conditionally agrees to execute a purchase order for the purchase of the Equipment from Vendor, subject to Purchaser's (i) approval of its fiscal year 2025-2026 annual budget (effective October 1, 2025), and (ii) appropriation of funding for the Equipment.

5. **PURCHASE PRICE:** The offered purchase price for the Equipment shall not exceed $478,361.75 (the "Purchase Price") in accordance with the Proposal in **Exhibit A**. Vendor acknowledges it will not increase the purchase price prior to the expiration of this LOI.

6. **NON-BINDING:** This LOI reflects the parties' present understanding regarding the terms and conditions for the purchase of the Equipment. This LOI shall not, however, create any enforceable legal rights or obligations whereas it is intended that all legal rights and obligations of each of the parties shall only be those which are set forth in the final executed purchase order.

7. **MISCELLANEOUS:** (a) If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any exhibit hereto, said special provisions shall be set forth in **Exhibit A**; (b) if there shall be any conflict between the provisions of the various documents for this proposed transaction, the following order of priority shall apply: (i) this LOI, (ii) the Quote, and (iii) the final purchase order delivered to Purchaser for execution; (c) this LOI shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this LOI shall be in the State District Court of Dallas County, Texas; (d) this LOI may only be assigned with mutual written consent of both parties; (e) this LOI may be executed in counterparts; (f) this LOI may be terminated by either party for any or no reason upon written notice; (g) all notices related to this LOI shall be in writing and sent via email to the parties at the email addresses set forth on the signature page of this LOI (or to such other address that may be designated by the receiving party from time to time).

For Purchaser:

TOWN OF ADDISON, TEXAS

David Gaines
City Manager

Date: 3/20/24

Notice Address:
Town of Addison
Attn: City Manager
E: dgaines@addisontx.gov

For Vendor:

STERLING MCCALL FORD

Name: _____
Title: _____

Date: _____

Notice Address:
Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

EXHIBIT A

Customer Quote

3/9/2024 10:30:42 AM

Estimate No:	Q3908-0001
Quote Date:	3/9/2024
Expiration Date:	4/30/2024
Salesperson:	LL
Payment Terms:	Net 30

Invoice To: 10012
Addison Fire & EMS
Town of Addison
P. O. Box 9010
Addison TX 75001
US

Deliver To:
Addison Fire & EMS
Town of Addison
P. O. Box 9010
Addison TX 75001
US

Order Instructions:

PAYMENT TERMS: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

3/9/24 LL - Added quote for Harris radios to ship loose
Revised Date

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	$	344,025.00	$	344,025.00
2	CHASSIS 2024 Ford F450 Diesel	1.00	EA	$	75,000.00	$	75,000.00

This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

3	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	$	1,000.00	$	1,000.00
4	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00
6	Cot-Stryker Power-PRO XT 6507 High Config PowerPRO 2	1.00	EA	$	32,750.00	$	32,750.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

3/9/2024 10:30:42 AM

Estimate No:	Q3906-0001
Quote Date:	3/9/2024
Expiration Date:	4/30/2024
Salesperson:	LL
Payment Terms:	Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
7	Stair Chair-Stryker Stair-PRO 6257 Power St Chair High Config	1.00	EA	$	5,500.00	$	5,500.00
8	14389-BLK Bin-Hang/Stack, Large, Black	22.00	EA	$	23.00	$	506.00
9	14390-BLK Bin-Hang/Stack, Small, Black	48.00	EA	$	16.00	$	768.00
10	DELIVERY Customer Pick up at Frazer	1.00	M	$	0.00	$	0.00
11	MISC Miscellaneous Customer Order Options	1.00	EA	$	18,812.75	$	18,812.75

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	478,381.75
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	478,381.75

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.

City Council Regular Meeting **4. c.**

Meeting Date: 04/22/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on the purchase of water meters from Thirkettle Corporation (d/b/a Aqua-Metric Sales Company, Inc.) through HGACBuy and authorize the City Manager to execute the Purchase Order in an amount not to exceed $86,315.47.

BACKGROUND:

The purpose of this item is to purchase Sensus-branded water meters from Aqua-Metric through HGACBuy, a nationwide government procurement service that meets the state's procurement requirements with the Houston-Galveston Area Council (HGAC) in an amount not to exceed $86,315.47. Councils of governments (COGs) are political subdivisions of the State of Texas. A COG must follow its state’s provisions for purchasing goods and/or services. In Texas, these provisions are outlined in the Local Government Code Chapter 252 Purchasing and Contracting Authority of Municipalities and 271 Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, and the Texas Government Code Chapter 791 Interlocal Cooperation Contracts and 2254 Professional and Consulting Services.

Sensus meters are the Town's standard as they provide ease of maintenance and are compatible with the existing meter reading systems. The Town selected Sensus Metering Systems through a procurement process for handheld meter reading equipment and software in February 2009.

The Public Works & Engineering Services Department purchases water meters of various sizes to replace aging and non-working meters throughout the Town annually. The attached price quote reflects the cost of the planned purchase items. There is an added $20,000 added for any unforeseen failures that arise and is included in this purchase for efficiency.

FISCAL IMPACT

These items will be purchased through HGACBuy. Since these services have already gone through the bidding process with the HGAC, no additional bidding was considered. There is an added contingency of $20,000 included with this purchase for any unforeseen failures that arise, bringing the total to $86,315.47. This purchase is budgeted in the Fiscal Year 2025 Utility Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Aqua Metric Quote

Sales Quote QT00012391

March 13, 2025

Aqua-Metric Sales Company

Kelsey VanCleave
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: Town Of Addison
Attention:
Address: PWEINVOICES@ADDISONTX.GOV, PO BOX 9010
City, State, Zip: ADDISON, TX 750019010
Phone: 972-450-2800
Email:

Quantity		Description		Unit Price	Line Total
1	EA	AG6590	AG 6590 AUTO GUN RF	1,847.89	1,847.89
7	EA	AR4090WMC	AR4090/AG6590 WALL CHARGER	95.39	667.73
50	EA	I30TR	3/4" SL iPERL TR/PL 1000 USG	133.33	6,666.50
20	EA	I50TR	1" iPERL TR/PL 1000 USG	206.88	4,137.60
12	EA	OMNIC11-2	1 1/2" OMNI C2 1000 USG	1,160.76	13,929.12
12	EA	OMNIC2	2" OMNI C2 1000 USG	1,339.35	16,072.20
40	EA	TR/PLH	TR/PL HOUSING ASSEMBLY	8.66	346.40
7	EA	FL6500BATTERY	FL6500 LI-ION BATTERY PACK	379.61	2,657.27
135	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	133.33	17,999.55
5	EA	MXU520MDP	MXU 520 M DUAL PORT T/C	177.13	885.65
30	EA	MXU520MILL85B	MXU PART-PIT LID HOUSING # 85B	31.61	948.30
50	EA	MXU520MILL85C	MXU PART-TRPL ADAPTER # 85C	0.75	37.50
12	EA	MXU520MILL85E	MXU PART-PIT LOCKING NUT # 85E	6.87	82.44
12	EA	MXU520MILL85F	MXU PART-BOOT LOCKING CLIP#85F	3.11	37.32

Proprietary and Confidential

Sales Quote QT00012391

March 13, 2025

Subtotal	66,315.47
Sales Tax	0.00
Total	**66,315.47**

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding $80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the “Taxes and Fees”) related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

City Council Regular Meeting **4. d.**

Meeting Date: 04/22/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a contract agreement between the Town of Addison and Machining Valve and Automation LLC. for construction services for the Kellway Lift Station Pump Number Two replacement and authorizing the City Manager to execute the agreement in an amount not to exceed $84,600 plus an owner's contingency of up to $10,000.

BACKGROUND:

This item seeks to authorize an agreement with Machining Valve Automation Services, LLC (MVA) for the replacement of pump number two, along with related appurtenances required for installation.

The project involves replacing one of three pumps at the Kellway Lift Station, as the current pump has reached the end of its service life.

These services are being procured through a cooperative purchasing agreement with the City of Fort Worth. This cooperative agreement between the Town of Addison and the City of Fort Worth was executed in June 2011. The purpose of this cooperative is to allow Addison and Fort Worth to purchase goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing. Details of the cooperative agreement and the contract with MVA are included in the attachments. MVA is a recognized leader in pump replacement and rehabilitation across the region. The Town has engaged MVA for several projects and remains highly satisfied with their performance to date.

FISCAL IMPACT

Since these services had already gone through the bidding process with the City of Fort Worth, no additional bidding was considered. This project was approved as a decision package during the FY25 budget process. The cost of the pump replacement is $84,600. An additional owner's contingency of $10,000 brings the total cost to $94,600, which falls below the approved budgeted amount.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - MVA Kellway Pump Replacement
Cooperative Purchasing Agreement with City Fort Worth

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MACHINING & VALVE AUTOMATION SERVICES LLC. FOR THE KELLWAY LIFT STATION PUMP NUMBER TWO REPLACEMENT IN AN AMOUNT NOT TO EXCEED $84,600, PLUS AN OWNER'S CONTINGENCY UP TO $10,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Machining & Valve Automation Services LLC. for replacement of Kellway Lift Station pump number two in conformance with the contract documents for said project.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Machining Valve Automation Services LLC. for the Kellway Lift Station pump number two replacement in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of $84,600 plus an owner's contingency in the amount of $10,000, 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 ***22nd*** day of ***APRIL***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT
Kellway Lift Station Pump 2 Replacement

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Machining & Valve Automation Services 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, below; 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 Kellway Lift Station Pump 2 Replacement (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

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

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

(1) This Agreement;
(2) The City of Forth Worth's solicitation for bids;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Quote #2024-100886 (**Exhibit A**); 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 Project.

(b) Quality Materials. 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. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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. All minor details of the work not specifically mentioned in the 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 therefore unless specifically stated otherwise. 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. 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 acts or omissions. 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. "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 unless City has provided advance written notice of an alternate time. 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 materials or 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 endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. 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, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY-FOUR THOUSAND, SIX HUNDRED DOLLARS ($84,600.00) ("Contract Price"), plus an owner's contingency up to TEN THOUSAND DOLLARS ($10,000.00), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) 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 any third-party of a 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 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.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guarantee 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) 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.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damage will be paid for delay.

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.

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 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 on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

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 currently discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 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, policies, orders, and directives 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 insure 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)]

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

For City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date:_____

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Addison, Texas 75001
E: dgaines@addisontx.gov

For Contractor:

MACHINING & VALVE AUTOMATION SERVICES LLC.

By:_____
Mike Miller
Owner

Date: 4/14/25

Notice Address:

Machining & Valve Automation Services LLC.
Attn: Mike Miller, Owner
PO Box 311
Royce City, TX 75189
E: mike@mvaserv.com

ww_4.11.25

EXHIBIT A - Contractor's Quote

MVA Services
MACHINING & VALVE AUTOMATION SERVICES LLC
PO Box 850
Quinlan TX 75474
214-502-6432

QUOTE

DATE	QUOTE #
12/16/2024	2024-100886

TOWN OF ADDISON
PO Box 9010
ADDISON TX 75001
PWEINVOICES@ADDISONTX.GOV

TOWN OF ADDISON
PO Box 9010
ADDISON TX 75001
PWEINVOICES@ADDISONTX.GOV

REP	TERMS
MIKE	NET 30

DESCRIPTION	QTY	COST	TOTAL
KELLWAY PUMP / VALVE			
PUMP #2 001) VAU PE4S6CS-118 EA 16279.00 16,279.00 1.0 VAUGHAN PE4S VERT PEDESTAL VAUGHAN SUPPLIED MOTOR 1.0 60 HP, 1750 RPM, 230/460/3/60, 1.15 SF, PREMIUM EFFICIENT "C" FLANGED, TEFC ELECTRIC MOTOR. MANUFACTURED BY ABB/BALDOR- INVERTER DUTY WITH SPACE HEATERS WILL REQUIRE PIPING CHANGE PEDESTAL BASE WITH INLET FLANGE, 6" 90° STEEL ELBOW WITH CLEANOUT, DRAIN AND ANSI CL 150 INLET FLANGE PEDESTAL MOUNTED ON A FABRICATED STEEL BASE PLATE. COUPLING, ELASTOMERIC TYPE BY TB WOODS. MOTOR MOUNT, FABRICATED STEEL, PILOTED FOR SELF-ALIGNING MOUNTING OF A C-FACE FLANGE MOUNTED MOTOR. PUMP FINISH: SOLVENT WASH, COAT WITH MINIMUM 30 MDFT TNEMEC PERMA-SHIELD PL SERIES 431 EPOXY.	1	57,500.00	57,500.00
8" GATE VALVE W/HANDWHEEL	1	2,450.00	2,450.00
8" CHECK VALVE	1	3,800.00	3,800.00
12" GATE VALVE	1	4,750.00	4,750.00
PUMP AND VALVE REMOVAL INSTALL NEW PUMP AND VALVES MVA SERVICE TECHNICIAN / MECHANICAL SPECIALIST CREW TECHNICIAN / MECHANICAL SPECIALIST	4	3,750.00	15,000.00
SERVICE TRUCK / EQUIPMENT CHARGE *PRICES ARE SUBJECT TO A FUEL SURCHARGE.	4	275.00	1,100.00

IF EXTRA LABOR OR MATERIALS NOT DESCRIBED ABOVE ARE REQUIRED, THE OWNER WILL BE NOTIFIED FOR APPROVAL BEFORE WORK IS COMPLETED. THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE REFERENCED ABOVE. WE THANK YOU FOR CONSIDERING MVA SERVICES FOR YOUR SERVICE NEEDS.

TOTAL **$84,600.00**

THANKS

MIKE
MVA SERVICES
SERVICE YOU CAN COUNT ON!
MIKE@MVASERV.COM
OFFICE 214-502-6432
CELL 214-538-0932

DUE TO THE CORONA VIRUS OUTBREAK ALL SHIP DATES ARE ESTIMATED & NOT GUARANTEED

MATERIAL PRICES MAY INCREASE DUE TO THE MARKET. PRICE IN EFFECT AT TIME OF ORDER.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R11-007

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCASHING AGREEMENT WITH THE CITY OF FORT WORTH, TEXAS PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING A TOWN REPRESENTATIVE IN CONNECTION WITH THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 271.102, Tex. Loc. Gov. Code, authorizes a local government, including a municipality, to participate in a cooperative purchasing program with another local government or a local cooperative organization, and further provides that that a local government that purchases goods or services pursuant to that statute satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, Chapter 791, Tex. Gov. Code, authorizes a local government, including a municipality, to contract with another local government to perform governmental functions and services, including purchasing functions; and

WHEREAS, the Town of Addison, Texas desires to enter into a cooperative purchasing agreement in accordance with the said laws, that will, among other things, allow Addison and Fort Worth to purchase goods and services and avoid duplicate procurement efforts and obtain the benefits of volume purchasing.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and are incorporated herein and made a part hereof.

Section 2. Approval of Cooperative Purchasing Agreement. The City Council of the Town of Addison, Texas (the "Town") does hereby approve that agreement for cooperative purchasing entitled "Cooperative Purchasing Agreement" ("Agreement") between the Town and the City of Fort Worth, Texas, a true and copy of which Agreement is attached hereto as Exhibit A and incorporated herein. The City Manager is authorized to execute the same on behalf of the Town of Addison.

Section 3. Representative. The City's Director of Finance, or the Director's designee, is, under the direction of the City Manager, hereby designated to act for the Town in all matters relating to the Agreement, including the designation of specific contracts in which the Town desires to participate.

Section 4. Effective Date. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 14th day of June, 2011.

Todd Meier, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, and **Machining & Valve Automation Services LLC** ("Vendor"), each individually referred to as a **"party"** and collectively referred to as the **"parties**."

1. **Scope of Services.** Purchase of valves, appurtenances, actuators, replacement parts, on-site or shop repairs, startup services and field troubleshooting ("Services"), which are set forth in more detail in Exhibit "A," attached hereto and incorporated herein for all purposes. Following the award of this Agreement, additional products and services of the same general category that could have been encompassed in the award, and that are not already made a part of the Agreement, may be added based on the discount provided on Vendor's bid response (if applicable) and price sheet provided with Vendor's bid response or a current quote provided from the Vendor.

2. Term. The initial term of this Agreement is for 1 year(s), beginning on the date that this Agreement is executed by the City's Assistant City Manager ("Effective Date"). Unless terminated earlier in accordance with this Agreement ("Initial Term"), City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to four (4) one-year renewal option(s) (each a "Renewal Term").

3. Compensation. City will pay Vendor in accordance with the provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes. **Total payment made under this non-exclusive Agreement for the first year by City shall be an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00)**. The Parties acknowledge that this is a non-exclusive agreement and there is no guarantee of any specific amount of work. Further, Vendor recognizes that the not to exceed amount mentioned above is the total amount of funds available, collectively, for any Vendor that enters into an agreement with the City under Mayor and Council Communication No. 23-0626 (August 8, 2023) and that once the collected not to exceed amount has been exhausted, funds have therefore been exhausted under this Agreement as well. Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. Termination.

4.1. Written Notice. City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 Unauthorized Access. Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

7. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors, or contractors.

8. **Liability and Indemnification.**

8.1 ***LIABILITY - VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.***

8.2 ***GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.***

8.3 ***INTELLECTUAL PROPERTY INDEMNIFICATION*** – **Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the**

defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. **Assignment and Subcontracting.**

9.1 Assignment. Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

10. **Insurance.** Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

$1,000,000 - Each Occurrence
$2,000,000 - Aggregate

(b) Automobile Liability:

$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

Employers' liability

$100,000 -	Bodily Injury by accident; each accident/occurrence
$100,000 -	Bodily Injury by disease; each employee
$500,000 -	Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

$1,000,000 -	Each Claim Limit
$1,000,000 -	Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. **Compliance with Laws, Ordinances, Rules and Regulations.** Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

12. **Non-Discrimination Covenant.** Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. **Notices.** Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:	To VENDOR:
City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654 With copy to Fort Worth City Attorney's Office at same address	Machining & Valve Automation, LLC Mike Miller, Owner 8932 FM 2101 Quinian, TX 75474 Facsimile: 214-682-6823

14. **Solicitation of Employees.** Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. **Governing Law / Venue.** This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. **Force Majeure.** City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government**;** material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. **Headings not Controlling.** Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. **Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or Exhibits A, B, and C.

22. **Amendments / Modifications / Extensions.** No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. **Warranty of Services.** Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

25. **Immigration Nationality Act.** Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. **Ownership of Work Product.** City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

27. **Signature Authority.** The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

28. **Change in Company Name or Ownership.** Vendor must notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

29. **No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than $100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter

2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. **Prohibition on Boycotting Energy Companies.** Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

31. **Prohibition on Discrimination Against Firearm and Ammunition Industries.** Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

32. **Electronic Signatures**. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

33. **Entirety of Agreement.** This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: Dana Burghdoff
Dana Burghdoff (Oct 1, 2023 14:10 CDT)
Name: Dana Burghdoff
Title: Assistant City Manager

Date: _____

APPROVAL RECOMMENDED:

By: Christopher Harder
Christopher Harder (Sep 22, 2023 13:40 CDT)
Name: Chris Harder
Title: Water Department Director

ATTEST:

By: Jannette S Goodall
Name: Jannette Goodall
Title: City Secretary

CITY OF FORT WORTH TEXAS

CONTRACT COMPLIANCE MANAGER:
By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: Shatabya Bergland
Name: Shatabya Bergland
Title: Contract Compliance Specialist

APPROVED AS TO FORM AND LEGALITY:

By: DBlack (Sep 29, 2023 11:28 CDT)
Name: Doug Black
Title: Sr. Assistant City Attorney

CONTRACT AUTHORIZATION:
M&C: 23-0626
Form 1295: 2023-1034483

VENDOR:

Machining & Valve Automation Services LLC

By: _____
Name: Johnny Miller
Title: Owner

Date: September 14th, 2023

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

EXHIBIT A

SCOPE OF SERVICES

See next page.

PART – 2

DETAILED SERVICES/SPECIFICATIONS

1.0 SCOPE

1.1 The City of Fort Worth (City) seeks bids to finalize an agreement for new valves, appurtenances, actuators, replacement parts, on-site or shop repairs, startup services and field troubleshooting for the Water Department on an “as needed basis”. Prospective responding bidders should ensure they download all attachments for complete responses and understanding of the agreement the City intends to award from this solicitation. The successful bidder(s), known hereafter as “Contractor”/”Vendor.”

1.2 This Agreement shall begin upon award or execution of the City Secretary Contract (“Effective Date”) and shall expire on the upcoming September 30th, (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). Upon the expiration of the Initial Term, the Agreement shall renew under the same terms and conditions for up to four (4) one-year renewal periods (October 1 to September 30) and for a fifth renewal period which shall expire on completion of total five-year duration, unless City or Contractor provides the other party with notice of non-renewal at least 60 days before the expiration of the Initial Term or renewal period. However, if funds are not appropriated, the City may cancel the Agreement 30 calendar days after providing written notification to the Contractor/Vendor.

1.3 The City owns and maintains an extensive inventory of varied manufacturer brands and models of Valves at water plants, wastewater plants and wastewater lift stations located throughout the City.

1.4 Vendor shall provide unit prices for listed items required on the Bid Offer page. Unit prices shall include all associated costs with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.

1.5 The quantities listed on the Price Submittal pages are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City is obligated to pay for only those services actually ordered by an authorized City employee and then received as required and accepted by the City.

1.6 Following the award, additional goods of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added.

1.7 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certification fees. **NO ADDITIONAL CHARGES WILL BE ACCEPTED OR PAID BY THE CITY.**

1.8 Any specifications/requirements that have been omitted from this scope of service that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of services.

1.9 All items supplied under the Agreement resulting from this quote shall be of recent production, unused, and suitable for their intended purpose.

1.10 The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.

7.0 CONTRACTOR REQUIREMENTS

7.1 All inspections, tests and troubleshooting shall utilize manufacturers' instruction manuals applicable to each particular component

7.2 Contractor shall be experienced in the startup, commissioning, repairs, troubleshooting, and overall knowledge of the valves they manufacture or represent. Vendor shall have good working relationships with suppliers, and be able to show a history of work coordination with valve suppliers.

7.3 Contractor shall maintain a written record of all work activities and equipment provided to the City during the lifetime of this contract. When called upon, Vendor shall provide maintenance and repair records to the City.

7.4 Contractor is required to have a minimum of five (5) employees to perform services.

7.5 Installation of New Actuators on New Valves – Should the City elect to purchase new actuators to mount on new valves, the contractor shall disclose with their job estimate the time required to perform the work. Additional time required beyond the estimated time resulting from either the inexperience of vendor staff, improper actuator sizing, or lack of coordination with the valve supplier will not be compensated by the City.

7.6 Contractor shall be responsible for meeting all federal, state, and local requirements related to workplace safety.

7.7 Contractor is required to provide their staff with all personal protective equipment associated with the job requirements.

7.8 Contractor shall coordinate with City staff to de-energize equipment prior to initiating field work activities.

7.9 Contractor shall provide City with insurance certificate prior to award of contract.

7.10 Field Quality Control: Contractor shall provide field testing and performance reports to the City upon request.

8.0 DELIVERY TERMS

8.1 The successful vendor will be responsible for all delivery costs to include returns. Deliveries shall be FOB-destination. All other delivery charges shall be included in the unit price as the vendor shall prepay all shipping charges.

8.2 Partial shipments will be accepted only with the notification to the authorized City representative, but the order shall not be considered complete until the total number of items ordered has been received.

8.3 The delivery ticket will indicate the contract number/ purchase order number.

8.4 Deliveries will be accepted Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., unless otherwise requested.

8.5 All delivery and freight charges (FOB to the City of Fort Worth designated location) are to be included in the bid price.

8.6 Orders may be dropped shipped; HOWEVER, if Vendor chooses to drop ship the Vendor MUST supply a representative to verify count of items at no cost to the City of Fort Worth

8.7 Equipment requiring shop work shall be delivered and picked up by the Contractor unless otherwise requested by the City. Compensation for pickup and delivery of equipment shall be per mile required for trasnportation from the site to the Contractors' shop. Equipment shall be delivered to the following address:

8.7.1 Village Creek Water Reclamation Facility
4500 Wilma Lane
Arlington, Texas, 76012

9.0 COMPENSATION, HOURLY RATES AND PRICING REQUIREMENTS

9.1 Hourly Rates - Due to the wide range of work to be performed within this contract, compensation to the Vendor shall be broken down into hourly rates for field and shop services, with regular time being defined as Monday – Friday 7AM to 4PM and overtime being Monday – Friday 4:01PM to 6:59AM, in accordance with the employee's classification and time the work is performed. The unit price for hourly rates shall be full compensation for all salaries, benefits, transportation costs, overhead and profits. No compensation will be provided for tools, testing equipment, or software necessary to perform the work.

9.2 Contractor shall be compensated for these purchases at the cost plus percentage markup shown on the completed "Pricing Submittal". Unless otherwise approved by the City, all materials, components, and equipment must be new.

9.2.1 The percentage markup must be inclusive of any and all costs associated with salaries, benefits, transportation costs, overhead and profits. A copy of the invoice price for the materials, equipment, components, and supplies shall accompany the invoice to the city.

10.0 GENERAL EQUIPMENT REQUIREMENTS

10.1 Contractor shall provide one electronic and two hard copies of shop drawings and Operation and Maintenance (O&M) manuals for new equipment provided under this contract.

10.3 The City shall supply equipment shop drawings, O&M manuals, engineering drawings and specifications, and any additional equipment and/or system information helpful to the Vendor prior to field investigation or troubleshooting.

10.4 Contractor shall be expected to properly size new or replacement equipment, based on information provided by the City on operational parameters. Should the sizing not be performed properly based on the information provided by the City, Vendor shall be responsible for the replacement or upgrade.

10.5 At the equipment commissioning, the Contractor r shall be responsible for implementing all final settings and adjustments on equipment provided, with input from the City on the operational parameters.

11.0 EQUIPMENT AND MATERIAL APPLICABLE CODE, STANDARDS AND REFERENCES

11.1 All work, equipment, and materials shall be in accordance with the following applicable codes and standards except as provided.

11.1.1 American Water Works Association (AWWA) Standards:

11.1.1.1 AWWA C111/A21.11 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

11.1.1.2 AWWA C500 – Metal Seated Gate Valves for Water Supply Service

11.1.1.3 AWWA C504 – Standard for Rubber Seated Butterfly Valves

11.1.1.4 AWWA C507 – Ball Valves, 6 in. through 48 in.

11.1.1.5 AWWA C509 – Resilient Seated Gate Valves for Water Supply Service

11.1.1.6 AWWA C515 – Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service

11.1.1.7 AWWA C522 – Rotary Cone Valves, 6in through 60 in.

11.1.1.8 AWWA C540 – Power-Actuating Devices for Valve and Slide Gates

11.2 National Electrical Manufacturer's Association (NEMA) Standards

11.3 American Society for Testing and Materials (ASTM) Standards:

11.3.1 ASTM A126 Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

11.3.2 ASTM A536 – Standard Specification for Ductile Iron Casting

11.4 American Society of Mechanical Engineers (ASME) Standards:

12.4.1 ASME B16.1 Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125 and 250

11.5 American National Standards Institute (ANSI) Standards

11.6 Underwriters Laboratories (UL)

11.7 NSF Compliance: NSF 61, "Drinking Water Systems Components – Health Effects" for valve materials for potable-water service.

11.8 NSF/ANSI 372 – Drinking Water Systems Components – Lead Content.

11.9 All inspections, tests and troubleshooting shall utilize manufacturers' instruction manuals applicable to each particular component.

12.0 STARTUP, COMMISSIONING, TROUBLESHOOTING, REPAIRING

12.1 At the equipment commissioning, the Contractor shall be responsible for implementing all final settings and adjustments on equipment provided, with input from the City on the operational parameters.

12.2 Field Quality Control: Contractor shall provide field testing and performance reports to the City upon request.

12.2.1 Perform Tests and Inspections:

12.2.2 Valve may be either tested while testing pipelines, or as a separate step.

12.2.3 Test that valve opens and closes smoothly with operating pressure on one side and atmospheric pressure on the other, in both directions for two-way valve and applications.

12.2.4 Count and record the number of turns to open and close valve, account for any discrepancies with manufacturer's data.

12.2.5 Set, verify, and record set pressures for all relief and regulating valves.

12.2.6 Automatic valves to be tested in conjunction with control system testing and as specified under Manufacturer's services.

12.2.7 Certified Test Reports: Submit Certified Test Reports for factory performance tests, and hydrostatic tests.

12.2.8 Equipment Installation Report: Submit Equipment Installation Reports from the rotary cone valve supplier.

13.0 FIELD SAFETY PRECAUTIONS

13.1 Contractor shall be responsible for meeting all federal, state, and local requirements related to workplace safety.

13.2 Contractor is required to provide their staff with all personal protective equipment associated with the job requirements.

13.3 Contractor shall coordinate with City staff to de-energize equipment prior to initiating field work activities.

13.4 Contractor shall provide City with insurance certificate prior to award of contract.

14.0 CONE VALVES

14.1 Factory Testing

14.1.1 Valve Body Hydrostatic Test: Perform after application of final coatings.

14.1.1.1 Perform with the valve positioned as installed in a horizontal pipeline.
14.1.1.2 Apply internal hydrostatic test pressure of 2 times the Valve Pressure Class and maintain for 30 minutes. With the valve in the partially open position, allow water to enter and completely fill the cavity between both flanged ends.
14.1.1.3 Use flanged bulkheads. Do not use a hydraulic press.
14.1.1.4 There shall be no leakage through any portion of the valve, shaft seals, or at the flange joints. There shall be no permanent deformation of any valve component.

14.2 Valve Shutoff Leak Test: Perform after Valve Body Hydrostatic Test.

14.2.1 Apply test pressure equal to the Valve Pressure Class and maintain for 15 minutes. Test with the flanges in the vertical plane. Fill the cavity between the plug and bulkheaded flange with water. Apply pressure through the bulkhead into the cavity. The cone valve shall be visible. Perform this test in both flow directions.

14.2.2 Use flanged bulkheads. Do not use a hydraulic press.

14.2.3 During the leakage test, leakage past the closed valve shall not exceed a rate of 0.4 fluid ounce/min/inch of diameter.

14.2 Actuator and Operations Test:

14.3.1 Operate the actuator and valve assembly under a no-flow condition through 5 cycles. The valve shall operate smoothly and free from any evidence of improper assembly, misalignment of parts, binding, scraping, or other defects over the full travel of the actuator. No signs of permanent deformation shall be evident.

14.3.2 Timing of each cycle shall be recorded and fall within specified parameters and be repeatable within (+/- 5 seconds).

14.4 Operating Details:

14.4.1 General: The cone valve shall be of the conical plug type with an operating mechanism employing a threaded lift nut to generate an axial motion to seat and unseat the plug and rotary motion to open and close the valve. The valve shall provide minimum pressure drop when fully open. The valve shall be for cold water service.

14.4.2 Maximum Full-Open Velocity: 20 feet per second.

14.4.3 Orientation: With the valve mounted in a horizontal pipeline, position the plug operating shaft horizontally and perpendicular to the flow direction. Position the electro-hydraulic operator in the vertical axis as recommended by the manufacturer.

14.4.4 Design Stresses: Except for actuator gearing, design materials with a minimum safety factor of 5 based on the ultimate tensile strength, or a minimum safety factor of 3 based on the yield strength of materials used.

14.4.5 Maximum Required Valve Operating Torque: Valve shall seat and unseat at the Working Water Pressure and operate under bi-directional flow at the maximum full-open velocity.

14.5 Storage: The valves may be stored indoors or outdoors. If outdoors, the rotary cone valves shall be covered with plastic.

14.6 Metal Seated Rotary Cone Valves

14.6.1 The valves shall be full opening, straight flow through rotary cone valves of the sizes and suitable for the pressures indicated in the solicitation. Valves shall be flanged end and shall be for mounting in horizontal pipe with a horizontal plug shaft axis. Operation shall include axial motion to lift plug and quarter turn to open valve. The head shall make a registered connection with the valve body to assure proper bearing alignment. Valves shall be completely assembled and equipped, as a self-contained unit with the accessories listed herein.

14.7 Valve Description:

14.7.1. Valve Body:

14.7.1.1. General: The body shall house the valve plug, shall carry the valve lower bearing, and shall have full unobstructed circular inlet and outlet equal to the diameter of specified size of valve.

14.7.1.1.2 The valve body shall be provided with two (2) tapered seat rings with minimum taper of 1-1/2”/12” or 7 degrees of Monel metal electrically fused to the body waterway and sufficiently raised above the internal surface of the body to assure unrestricted operation.

14.7.1.1.3 The valve body shall be of ductile iron ASTM A536 Grade 65-45-12, suitable for waterworks service. Valves shall be designed for maximum working pressure and differential pressure shown in the attached schedule. Flanges shall conform to ASME/ANSI B16.1/B16.42 standards and suitable for the pressures indicated. Flanges shall be flat

faced and finished to true plane surfaces with a tolerance limit of 0.005 inch.

14.7.1.1.4 Each flange shall be perpendicular to the longitudinal axis of the valve with a maximum angular variation tolerance of 0.002 inch per foot of flange diameter. Flange faces shall have a serrated finish. Serrations shall be V-shaped, 1/64-inch deep, 1/32-inch apart, and concentric.

14.7.1.1.5 Provide two pipe connections, one for an air vent and one for drain with stainless steel pipe and stainless-steel ball valve.

14.7.1.1.6 Provide a cast or ASTM A36 steel base for support of the valve on a concrete foundation.

14.8.1 Valve Plug

14.8.1.1 General: The valve plug shall be the principal moving element within the valve body and shall be provided with Monel to Monel seats on inlet and outlet, electrically fused to the casting and machined to assure tight valve closure.

14.8.1.2 Shall have full line-size unobstructed circular waterway in either direction.

14.8.1.3 Shall have a set of two (2) tapered Monel seat rings with minimum taper of 1-1/2”/12” or 7 degrees electrically fused to the plug waterway and sufficiently raised above the extended surface of the plug to assure unrestricted operation.

14.8.1.4 Provide a second set of 2 Monel seat rings electrically fused around the plug openings to prevent flow around the plug in the open position.

14.8.1.5 The valve plug shall be fully skirted with integrally cast trunnions.

14.8.1.6 Trunnion bearings in the body and head cover shall be bronze and shall mate with stainless steel bushings on the plug trunnion.

14.8.1.7 The plug shall not make any contact with the body during the opening and closing operation.

14.8.1.8 Valve plug shall be ductile iron ASTM A53665-45-12.

14.8.2 Shaft:

14.8.2.1 General: The valve shaft and plug shall be fitted together as one piece to preclude looseness or vibration.

14.8.2.2 ASTM A564 17-4, type 630, condition H1150, H1100, H1075 or H1025 stainless steel.

14.8.3 Valve Head Cover:

14.8.3.1 General: The valve head cover shall make a registered connection with the valve body to assure proper bearing alignment and shall carry the upper valve bearing.

14.8.3.2 The valve head cover shall be designed to support the cone valve operating mechanism and applied forces during valve operation.

14.8.3.3 Valve head cover shall be ductile iron ASTM A536 65-45-12.

14.8.3.4 The head cover shall provide rigid means for supporting the valve operating mechanism without the necessity of additional supports.

14.8.4 Valve Seats:

14.8.4.1 General: Shall be located in the body and plug and designed to close off the flow in two directions. The body seats shall be machined, ground, and polished to provide for a matched tapered fit with the plug seats to provide for a positive drop tight upstream and downstream seal at the closed positions of the plug.

14.8.4.2 Material: Monel-welded overlaid per AWS ERNiCu-7.

14.8.4.3 Shall be uniform in all cross sections and have continuous 360-degree seating.

14.8.4.4 The inlet and outlet nominal diameter shall not be less than the valve size.

14.8.5 Valve Bearings:

14.8.5.1 General: The valve body, head cover, and plug shall be fitted with sleeve-type bearings contained in the hubs.

14.8.5.2 Bearings shall be corrosion resistant and grease lubricated.

14.8.5.3 The design bearing load shall not exceed 2,000 psi. Bearings shall be designed for a pressure which shall not exceed the published design bearing loads for the bearing material nor exceed 1/5 of the compressive yield strength of the bearing and shaft materials.

14.8.5.4 Material: Body and head cover bearings shall be fabricated from ASTM B505 C95400 bronze. Plug bearings shall be fabricated from ASTM A276, Type 304/304L stainless steel.

14.8.5.5 Valve body/head trunnions and bushings shall be equipped with grease lubrication. Valve body/head bushings shall have spiral generated grease grooves and grease fittings accessible on top of the valve head cover.

14.8.6 Shaft Seals

14.8.6.1 General: Shaft seals shall be provided where the shaft protrudes from the valve assembly.

14.8.6.2 Shaft seals shall be designed for use of mechanically adjustable, split-v-type packing and shall be located in the trunnion of the valve head.

14.8.6.3 Material: Split VEE packing set of cotton fabric nitrile elastomer Garlock 432/435 for shaft seals. Stainless steel ASTM A276, Type 304 or 316 for packing gland follower and fasteners.

14.8.6.4 Shall be held replaceable without removing the valve operating mechanism housing.

14.8.7 Torque Unit/Valve Operating Mechanism

14.8.7.1 The torque unit (valve operating mechanism) shall be the product of the valve manufacturer. The assembly shall be mounted and attached to the valve body. Moving parts shall be totally enclosed in a lubricated, quickly removed ductile iron housing. The torque unit shall be designed to accept the electro-hydraulic actuator. The torque unit shall employ a traveling crosshead and intermediate link, suitable for the lift and turn operation.

14.8.7.2 Self-locking at all locations of travel.

14.8.7.3 The traveling crosshead shall be of bronze ASTM B584 C86300 and shall be confined and supported by two parallel precisely ground and polished guide rods to permit linear motion only and to prevent it from any tendency to rotate due to linkage reaction. Guide rods shall be ASTM A564 (17-4), Type 630, Condition H1150.

14.8.7.4 Shall employ an axial motion to lift the plug from its seat followed by a rotary movement of plug to open valve and an axial movement at the open position to reseat the valve. Valve closing shall be in the reversed order.

14.8.7.5 Shall be capable of being inspected, grease lubricated, adjusted and repaired without interfering with or removing the valve from pipeline.

14.8.7.6 The lift nut and crosshead shall be bronze. Rollers and thrust rings shall be steel.

14.8.7.7 The cover housing shall have a bronze bushing at the shaft extension and shall have provision for external lubrication. Two covered access holes shall be provided for access to lube fittings on the crosshead. An indicator shall be provided on the end of the valve shaft for local position indication.

14.8.8 Anti-Cavitation or Cavitation Resistant Trim:

14.8.8.1 General: Cone valve shall have anti-cavitation on the downstream waterways as described below:

14.8.8.2 Body: Downstream body waterways shall be lined with stainless steel.

14.8.8.3 End of plug: Downstream end waterways opening of plug shall be overlaid with Monel adjacent to plug seats in two locations 180 degrees apart at the centerline perpendicular to operating shaft forming a “half-moon” elliptical shape of approximate width of 15% of the valve diameter.

14.8.8.4 End of body: Downstream end of body waterways opening shall be overlaid with Monel adjacent to body seats in two locations 180 degrees apart at centerline perpendicular to the opening shaft forming “half-moon” elliptical shape of approximate width of 15% of the valve diameter.

14.8.9 Rotary Cone Valve Installation:

14.8.9.1 Install valves at their appropriate locations in each of the pump stations or pipelines as requested by the City.

14.8.9.1 Furnish and install flange gaskets, stainless steel bolts, nuts and washers for watertight pipe connections. Do not stress the valve when tightening the flange bolts.

14.8.9.2 Conduct an acceptance test for proper valve function and correct interlock with the motor controller, and submit a report of satisfactory valve installation and operation.

14.8.9.3 Touch-up all damage to painting of the equipment with extra paint furnished by the Vendor.

15.0 GATE VALVES

15.1 Gate valves 3 inches and larger shall be resilient wedge type with non-rising stem in strict accordance with AWWA C509/C515. Valves 16 inches and larger shall be provided with gearing to reduce the maximum required opening and closing torque to 80 ft-lb

15.2 Gate valves smaller than 3 inches shall be bronze, union bonnet, non-rising stem with solid wedge disc and screwed ends for 300-psi water, oil and gas (cold working pressure) and rated for 150-psi SWP.

15.2.1 Use rising stem gate valves when piping is to be insulated.

15.3 Gate valves oriented horizontally shall include legs or a pad cast into the valve for support of the valve bonnet on a concrete foundation.

15.4 Gate for resilient seated valves shall be ductile iron with rubber-seat compound bonded to the valve gate.

15.5 Manual Operators: Operators sized to operate valve for full range of pressures and velocities, shall turn counter clockwise to open the valve. Exposed valves shall have hand wheel operators unless otherwise designated. A directional arrow and the word “open” shall be cast on the hand wheel. Valves for buried service shall have a 2-inch square nut operator.

15.6 Stem and Seal - The non-rising stem shall be bronze or stainless steel with inside screw. Shaft seal shall employ O-rings or V-type packing.

15.7 Bell Ends - Where designated, valves shall be mechanical joint or have rubber gasket push on joints in accordance with the applicable requirements of AWWA C111/A21.11.

15.8 Tapping Sleeves & Valve Assembly - Tapping sleeves shall have a ductile iron body, mechanical joint, with a Class 125 flanged outlet. All sleeves and valves shall be ductile iron and have a minimum of 150 psi working pressure. All taps shall be machine drilled; no burned taps will be allowed. Furnish Mueller, American Flow Control, Kennedy, or equal.

15.9 Tapping valves shall be AWWA C515 resilient seat gate valves with a Class 125 flange Inlet with a mechanical joint outlet. Furnish American Flow Control Series 2500, Mueller T-2360 or equal.

16.0 PLUG VALVES

16.1 Delivery, Storage & Handling

16.1.1 Prepare valves for shipping as follows – protect internal parts against rust and corrosion as well as protect threads, flange faces, grooves, and weld ends. Set ball and plug valves open to minimize exposure of functional surfaces as well as block valves in either closed or open position.

16.1.2 Use the following precautions during storage – Maintain valve end protection, store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.

16.2 General

16.2.1 Valve to include operator, actuator, hand wheel, chain wheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, valve boxes, and all accessories and related equipment for a complete operating system as required. Comply with the following:

6.2.1.1 Suitable for intended service. Renewable parts not to be of a lower quality than specified.

6.2.1.2 Same size as adjacent piping. Ends to suit adjacent piping.

6.2.1.3 Operator sized to operate valve for full range of pressures and velocities. Open by turning counterclockwise, unless otherwise specified.

6.2.1.4 Factory mount operator, actuator, and accessories.

16.3 3 inches and smaller:

16.3.1 Description: Non-lubricated type, cast body, flanged (ANSI B16.1 Class 125 and ANSI B16.5 Class 150) or threaded ends (NPT requirements of ANSI B1.20.1) for rigid joints and mechanical joints for buried valves. No grease fittings will be allowed. Design similar to MSS SP-108.

16.3.2 Body:

16.3.2.1 Cast iron, ASTM A126, Class B, ductile iron ASTM A536, Grade 65-45-12, or carbon steel, ASTM A216, Grade WCB, with bolted bonnet of same material.

16.3.2.2 Body receives a coating of corrosion-resistant nickel seat.

16.3.2.3 Provide a grit seal for upper and lower journal.

16.3.3 Plug:

16.3.3.1 Plug with upper and lower shaft in a one-piece casting, with round or rectangular port.

16.3.3.2 Material: NBR face, ductile iron for cast iron or ductile iron body, for carbon steel body plug to be Type 316 stainless steel

16.3.3.3 Plug must be fully encapsulated

16.3.3.4 Stem Seal: NBR or PTFE

16.3.3.5 Body and Bonnet Bearing: Type 316L stainless steel. Valve must have upper and lower bearing seals.

16.3.3.6 Bonnet Screws and Nuts: Stainless steel

16.3.3.7 Port Area: 100% of connecting pipe area

16.3.3.7.1 Pressure Ratings: Cast iron: 175-psi CWP

16.3.3.7.2 Ductile iron: 175-psi CWP

16.3.3.7.3 Carbon Steel: 285-psi CWP

16.3.3.8 Interior and exterior of the valve shall be fusion boned epoxy coated

16.3.4 Four (4) inches and larger:

16.3.4.1 Description: Non-lubricated type, cast body, flanged (ANSI B16.1 Class 125 and ANSI B16.5 Class 150) for rigid joints and mechanical joints for buried valves. Design similar to MSS SP-108.

16.3.4.2 Body:

16.3.4.2.1 Cast iron, ASTM A126, Class B, or ductile iron, ASTM A536, Grade 65-45-12, with bolted bonnet of same material.

16.3.4.2.2 Body receives a welded overlay of corrosion-resistant nickel seat machined to a smooth finish

16.3.4.3 Plug:

16.3.4.3.1 Plug with upper and lower shaft in a one-piece casting, with round or rectangular port. Plug shall be fully encapsulated.

16.3.4.3.2 Material: Ductile iron with resilient facing of NBR.

16.3.4.4 Body and Bonnet Bearing: Type 316L or Type 316 stainless steel. Valve must have upper and lower bearing seals.

16.3.4.5 Packing: NBR or PTFE V-Type

16.3.4.6 Bonnet Screws and Nuts: Stainless steel

16.3.4.7 Port Area: 100% of connecting pipe area valves 4-inches and smaller, 85% on 16-inch and smaller, 80% on 18-inch through 24-inch, 75% on 30-inch and larger.

16.3.4.8 Pressure Ratings:

16.3.4.8.1 4-inch to 12-inch: 175-psi CWP

16.3.4.8.2 14-inch and Larger: 150-psi CWP

16.3.4.9 Interior and exterior of valve must be fusion bonded epoxy coated.

16.3.5 Operators

16.3.5.1 Buried Service

16.3.5.1.1 3 inch and Larger (not installed in Valve Vault):

16.3.5.1.2 Non-rising stem with stainless steel shaft extension and wrench nut. Minimum extension stem diameter shall be 1-inch or diameter of valve shaft, whichever is larger.

16.3.5.1.3 Provide valve box, bonnet and cover.

16.3.5.2 Above Ground Service

16.3.5.2.1 4 inch and Smaller: Lever

16.3.5.2.2 6-inches and Larger: Totally enclosed, geared, manual operator with hand wheel, wrench nut, or chain wheel as required.

16.3.5.2.3 Chain Wheel Operator: Provide for valves having a centerline six feet or more above the floor, unless otherwise noted.

17.0 PRESSURE-REDUCING VALVE, 3 INCHES AND LARGER

17.1 Function

17.1.1 Automatically reduces a higher inlet pressure to a steady lower downstream pressure, regardless of changing flow rate and/or varying inlet pressure.

17.1.2 Pilot-operated regulator capable of holding downstream pressure to a pre-determined limit. When downstream pressure exceeds the pressure setting of the control pilot, the main valve and pilot valve close bubble-tight.

17.2 Main Valve: Hydraulically operated, single diaphragm-actuated, pilot controlled, globe valve, consisting of:

17.2.1 Ductile iron, ASTM A536, or cast steel, ASTM A216-WCB, body and bolted cover. All working parts shall be accessible without removal of the valve from the line.

17.2.2 Disc Retainer and Diaphragm Washer: Cast Iron.

17.2.3 Trim: Disc guide, seat and cover bearing, bronze or stainless steel.

17.2.4 Disc: Buna-N rubber.

17.2.5 Stem, Nut and Spring: Stainless steel.

17.2.6 End Connections: Flange, 150 ANSI.

17.2.7 Flows: Will depend upon valve schedule

17.3 Pilot Control System: Direct-acting, adjustable, spring-loaded, normally open, diaphragm valve, designed to permit flow when pressure is less than the spring setting.

17.3.1 Pilot Control: Bronze, ASTM B62.

17.3.2 Trim: Type 303 stainless steel.

17.3.3 Disc: Buna-N rubber.

17.3.4 Adjustment Ranges: Will depend on valve schedule

17.4 Manufacturers and Products:

17.4.1 Ross Valve

17.4.2 GA Industries

17.4.3 Cla-val

18.0 VALVES FOR FLOW CONTROL AND CHECK SERVICE

18.1 Delivery, Storage & Handling

18.1.1 Prepare valves for shipping as follows – protect internal parts against rust and corrosion as well as protect threads, flange faces, grooves, and weld ends. Set angle, gate, and globe valves closed to prevent rattling. Set ball and plug valves open to minimize exposure of functional surfaces, set butterfly valves closed or slightly open as well as block valves in either closed or open position.

18.1.2 Use the following precautions during storage – Maintain valve end protection, store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.

18.2 General Check Valves - For 2 inches and smaller provide 300-lb bronze. For 2-1/2 inches and 3 inches, provide non-slam wafer type.

18.3 CLASS 125 SWING CHECK VALVE

18.3.1 Class 125 Iron Body Check Valve, 2-inch through 12-inch:

18.3.2 Cast Iron body, bolted bonnet, horizontal swing, renewable seat and disc, threaded or flange ends, outside lever and spring, rated 125-psi SWP and 200-psi CWP. Conforms to MSS SP-71 Type 1.

18.3.3 Non -Acceptable Manufacturers: J&S Valve, Diamond Valves

18.4 AWWA Swing Check Valves

18.4.1 AWWA Swing Check Valve, 2-inches through 30-inches:

18.4.1.1 AWWA C508, flanged end, cast iron body, bronze mounted, full opening swing type, solid bronze hinges, Type 316 stainless steel hinge shaft, fitted with adjustable outside lever and weight.

18.4.1.2 Disc constructed of bronze with a rubber seal recessed or cast iron, rubber faced. Valve construction shall permit removal of internal components without removal from the pipeline.

18.4.1.3 Valve, 2-inches through 12-inches rated 175-psi CWP and 14-inches and larger, 150 psi CWP.

18.5 Ball Check Valves

18.5.1 Ball Check Valve, 3-inches and Larger:

18.5.1.1 Flanged end, iron body, with cleanout and hollow steel ball, vulcanized nitrile rubber exterior, suitable for vertical up or horizontal flow, rated 150-psi CWP.

18.6 Double Disc Check Valves

18.6.1 Double Disc Check Valve, 2-Inches through 54-Inches:

18.6.1.1 Wafer style, spring loaded, two piece Type 316 stainless steel disc, Type 316 stainless steel shaft, Type 316 stainless steel torsion spring and have an integrally molded elastomer seat vulcanized to the body.

18.6.1.2 Valve body shall be cast iron for 125-psi rating and cast steel for 150-psi rating, of the lugged wafer style.

18.6.1.3 Valve shall be designed to fit between ANSI flanges and valves, 5-inches and larger, shall be fitted with a lifting eye bolt for installation purposes.

18.6.1.4 Valve, 2-inches through 12-inches, rated 250-psi CWP, and 14-inches through 54- inches, rated 150-psi CWP.

18.7 Rubber Flapper Check Valves

18.7.1 Rubber flapper Check Valve, 2-inch through 36-inches:

18.7.1.1 Iron body and cover, steel-reinforced Buna-N disc, seat constructed at 45 degree angle, flanged ends, rated for 150-psi CWP.

18.8 Spring Assisted Rubber Flapper Swing Check Valves

18.8.1 2-inch through 36-inches ; Class 125, ANSI/ASME B16.1

18.8.1.1 Materials:

18.8.1.2 Body and cover: ductile iron

18.8.1.2 Flapper: Buna-N, steel reinforced

18.8.1.3 Disc accelerator: stainless steel; Shall require no internal bolting/hardware to be retained

18.8.1.4 Seat must be welded nickel

18.8.1.5 Testing of valve must be performed with the disc accelerator installed.

18.9 “Duckbill” Elastomeric Check Valve

18.9.1 “Duckbill” Elastomeric Check Valve, 2-Inches through 84-Inches:

18.9.1.1 Type: All rubber and flow operated check type with either a flanged end connection or a slip-on end connection as indicated. The port area shall contour down to a duckbill, which allows the passage of flow in one direction.

18.9.1.2 Material:

18.9.1.3 The flange and flexible duckbill sleeve shall be one piece Buna-N rubber construction with nylon reinforcement. The bill portion shall be thinner and more flexible to form into a curve of 180 degree.

18.9.1.4 Flange drilling shall conform to ANSI B16.1 Class 125/ANSI B16.5 Class 150 standards.

18.9.1.5 Slip-on check valves shall be secured to the pipe using stainless steel clamps.

18.9.1.6 Opening Requirements: 2-inches of water.

18.9.2 “Duckbill” Elastomeric Inline Check Valve, Fits Inside Pipe, 2-Inches through 72-Inches:

18.9.2.1 Type: All rubber and flow operated check type which fits inside pipe and fastened with internal expansion clamp. The port area shall contour into a circumferential sealing area that is concentric with the pipe which shall allow passage of flow in one direction while preventing reverse flow.

18.9.2.2 Material: Flexible duckbill sleeve shall be one piece Buna-N rubber construction with nylon reinforcement. Provide stainless steel expansion clamp for securing valve to inside of pipe.

18.10 Silent Check Valve

18.10.1 Silent Check Valve, Wafer Style, 10-Inch and Smaller:

18.10.1.1 Type: Class 125 cast iron body, ASTM A-126, Class B, bronze seat and plug, ASTM B584, stainless steel spring, wafer style.

18.10.1.2 Spring shall be helical or conical, seat and plug field replaceable, flow area through the body equal to or greater than the cross section area of the equivalent pipe size.

18.10.1.3 Capable of silent operation when installed in the vertical or horizontal position.

18.10.2 Silent Check Valve, Globe Style, Flanged Ends, 3-Inch through 42-Inch:

18.10.2.1 Type: Class 125 and 150 cast iron body, ASTM A-126, Class B, or ductile iron body, ASTM A536, 65-45-12; bronze seat and plug, ASTM B584, stainless steel spring, flanged ends.

18.10.2.2 Plug shall be center guided at both ends with a through integral valve shaft and spring loaded.

18.10.2.3 Spring shall be helical or conical, seat and plug field replaceable, flow area through the body equal to or greater than the cross section area of the equivalent pipe size.

18.10.2.4 Capable of silent operation when installed in the vertical or horizontal position.

19.0 MISCELLANEOUS VALVES AND COMMON REQUIREMENTS FOR PROCESS VALVES

19.1 Valve Installation:

19.1.1 Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

19.1.2 Locate valves for easy access and provide separate support where necessary. Provide access doors in finished walls and plaster ceilings for valve access.

19.1.3 Install valves in horizontal piping with stem at or above center of pipe.

19.1.4 Butterfly valves will be installed with stem horizontal to allow support for the disc and the cleaning action of the disc.

19.1.5 Unless otherwise noted, install operating stem vertical in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above finished floor.

19.1.6 Unless otherwise noted, install operating stem horizontal in horizontal runs of pipe having centerline elevation between 4 feet 6 inches and 7 feet above finish floor.

19.1.7 Install valves in position to allow full stem movement.

19.1.8 Install check valves for proper direction of flow and as follows:

19.1.8.1 Swing Check Valves: In horizontal position with hinge pin level.

19.1.8.2 Dual-Plate Check Valves: In horizontal or vertical position, between flanges.

19.1.8.3 Lift Check Valves: With stem upright and plumb.

19.1.9 If a plug valve seat position is not shown, locate as follows:

19.1.9.1 Horizontal low: The flow shall produce an “unseating” pressure; the plug shall open into the top half of valve.

19.1.8.2 Vertical Flow: Install seat in the highest portion of the valve.

19.1.10 Install line size ball valve and union upstream of each solenoid valve, in-line flow switch, or other in-line electrical device, excluding magnetic flowmeters for isolation during maintenance.

19.1.11 Provide union or flanged connection within two feet of each threaded end valve unless valve can be otherwise easily removed from piping.

19.1.12 Install safety isolation valves on compressed air lines which have stored energy in accordance with latest OSHA requirements.

20.0 INVOICING REQUIREMENTS

20.1 The City of Fort Worth has begun implementing an automated invoicing system. The Contractor shall send invoices electronically to our centralized Accounts Payable department invoice email address: supplierinvoices@fortworthtexas.gov. This email address is not monitored so please do not send correspondence to this email address. The sole purpose of the supplier invoices email address is to receipt and process supplier invoices.

20.2 Please include the following on the subject line of your e-mail: vendor name, invoice number, and PO number, separated by an underscore (ex: Example, Inc._123456_FW013-0000001234)

20.3 To ensure the system can successfully process your invoice in an expedient manner, please adhere to the following requirements:

- All invoices must be either a PDF or TIFF format.
- Image quality must be at least 300 DPI (dots per inch).
- Invoices must be sent as an attachment (i.e. no invoice in the body of the email).
- One invoice per attachment (includes PDFs). Multiple attachments per email is acceptable but each invoice must be a separate attachment.
- Please do not send handwritten invoices or invoices that contain handwritten notes.
- Dot matrix invoice format is not accepted.
- The invoice must contain the following information:
    - Supplier Name and Address;
    - Remit to Supplier Name and Address, if different;

- Applicable City Department business unit# (i.e. FW013)
- Complete City of Fort Worth PO number (i.e. the PO number must contain all preceding zeros);
- Invoice number;
- Invoice date;
- Unit and total cost; and

- Invoices should be submitted after delivery of the goods or services.

20.4 To prevent invoice processing delays, please do not send invoices by mail and email and please do not send the same invoice more than once by email to supplierinvoices@fortworthtexas.gov. To check on the status of an invoice, please contact the City Department ordering the goods/services or the Central Accounts Payable Department by email at: ZZ_FIN_AccountsPayable@fortworthtexas.gov.

20.5 If you are unable to send your invoice as outlined above at this time, please send your invoice to our centralized Accounts Payable department instead of directly to the individual city department. This will allow the city staff to digitize the invoice for faster processing.

20.6 If electronic invoicing is not possible, you may send your paper invoice to:

City of Fort Worth
Attn: FMS Central Accounts Payable
200 Texas Street
Fort Worth, Texas, 76102

20.7 The City's goal is to receive 100% of invoices electronically so that all supplier payments are processed efficiently. To achieve this goal, we need the Contractor's support.

If Contractor has any questions, please contact the Accounts Payable team at (817) 392-2451 or by email to ZZ_FIN_AccountsPayable@fortworthtexas.gov.

20.8 Contractor shall not include Federal, State of City sales tax in its invoices. City shall furnish a tax exemption certificate upon Vendor's request.

21.0 UNIT PRICE ADJUSTMENT

21.1 Vendor may request a Price Adjustment based on Price Adjustment Verification up to one time Quarterly. Price Adjustment means an unplanned or unanticipated change, upward or downward, from the established contract price that is supported by demonstrated Price Adjustment Justification. A request for a Price Adjustment must be initiated by the Vendor. Price Adjustments shall not be allowed more frequently than once Quarterly. It is within the sole discretion of the City to determine whether an adjustment is necessary and/or acceptable.

21.2 Quarterly means the City's Fiscal year quarters, being each of the three (3) month periods the first of which begins October 1. Quarter (Q) 1: October 1 – December 31; Q2: Jan 1 – March 31; Q3P: April 1 – June 30; Q4: July 1 – September 30.

21.3 Price Adjustment Justification means documentation supporting a requested Price Adjustment and showing an objectively verifiable basis for a change in price due to the documented impact of economic conditions on labor, equipment, or materials. Examples of possible Price Adjustment Justification include, but are not limited to, cost indexes, and/or updated supplier price sheets. It is within the sole discretion of the City to determine whether Price Adjustment Justification is sufficient and/or acceptable.

21.4 The Vendor must submit its Price Adjustment request, in writing, at least 60 days before the effective period (1st day of a new quarter). The Vendor must provide all Price Adjustment Justification, as defined above, at the time of its request for a Price Adjustment.

21.5 If the City, in its sole discretion, concludes that the requested Price Adjustment is unreasonable or not fully supported by adequate Price Adjustment Justification, the City reserves the right to adjust the rate increase, or reject the requested Price Adjustment in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to accept a requested Price Adjustment, the Purchasing Division may issue a new solicitation.

21.6 Prices offered shall be used for bid analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.

21.7 Upon expiration of the Agreement term the successful bidder, agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the City to re-bid an Agreement, not to exceed ninety (90) days. Vendor will be reimbursed for this service at the prior Agreement rate(s). Vendor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this Agreement.

21.8 Delivery of goods and/or services shall not be suspended by the Vendor without a 30-day prior written notice to the Sr. Purchasing Manager.

21.9 Only Published price changes will be accepted. Prices that were in effect at the time of

EXHIBIT B

PAYMENT SCHEDULE

See next page.

PRICE SUBMITTAL

Event ID		Page
CFW01-23-0063		3
Event Round	**Version**	
1	1	
Event Name		
ITB Valve Actuators, Cones, Parts, Repair and Services		
Start Time	**Finish Time**	
05/03/2023 08:00:00 CDT	05/18/2023 13:30:00 CDT	

Invited: **EVENT DETAILS**

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - City Hall Purchasing
200 Texas St. (Lower Level Rm 1501)
Fort Worth TX 76102-6314
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line: 1

Description:	Qty	Unit	UnitPrice	Total
10" pressure reducing valve, class 125 flanged, with anti cavitation device, pressure from 100-0psi Brand:_____	5.00	EA		No Bid

Line: 2

Description:	Qty	Unit	UnitPrice	Total
12" Check valve, class 125 flanged, with external air dampened arm, suitable for sewer applications Brand: Pratt	5.00	EA	$9,366	$46,830

Line: 3

Description:	Qty	Unit	UnitPrice	Total
54" Butterfly valve, class 125 flanged, with hand wheel operator, right hand open Brand: Pratt	5.00	EA	$89,103	$445,515

Line: 4

Description:	Qty	Unit	UnitPrice	Total
10" butterfly valve, class 125 flanged, with 2" operating nut, right hand open Brand: Pratt	5.00	EA	$2,678	$13,390

Line: 5

Description:	Qty	Unit	UnitPrice	Total
6"resilient gate valve, class 125 flanged, with hand wheel, right hand open Brand: Clow	5.00	EA	$1,703	$8,515

Line: 6

Description:	Qty	Unit	UnitPrice	Total
30" resilient gate valve, class 125 flanged, with 2" operating nut, right hand open, with bypass valve Brand: Clow	5.00	EA	$81,470	$407,350

Line: 7

Description:	Qty	Unit	UnitPrice	Total
6" pressure sustaining valve with flow control, class 125 flanged, 50-5psi, 250 gpm Brand:_____	5.00	EA		No Bid

Line: 8

Description:	Qty	Unit	UnitPrice	Total
24" duck bill valve, Class 125 flanged Brand: Red Valve	5.00	EA	$9,682	$48,410

PRICE SUBMITTAL

Event ID		Page
CFW01-23-0063		4
Event Round	**Version**	
1	1	
Event Name		
ITB Valve Actuators, Cones, Parts, Repair and Services		
Start Time	**Finish Time**	
05/03/2023 08:00:00 CDT	05/18/2023 13:30:00 CDT	

Invited: **EVENT DETAILS**

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - City Hall Purchasing
200 Texas St. (Lower Level Rm 1501)
Fort Worth TX 76102-6314
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line: 9

Description:	Qty	Unit	UnitPrice	Total
8" Plug Valve, class 125 flanged, with gearbox and handwheel operator Brand: Pratt	5.00	EA	$2,323	$11,615

Line: 10

Description:	Qty	Unit	UnitPrice	Total
4" check valve, class 125 flanged, with weighted arm, suitable for sewer applications Brand: Pratt	5.00	EA	$1,480	$7,400

Line: 11

Description:	Qty	Unit	UnitPrice	Total
2" air release valve, flanged connection, non metallic body, suitable for sewer application on a lift station, with non slam device Brand: DeZurik	5.00	EA	$677	$3,385

Line: 12

Description:	Qty	Unit	UnitPrice	Total
Field Service Regular Hours, Monday - Friday, 7:00 am to 4:00 pm	2000.00	HR	$125	$250,000

Line: 13

Description:	Qty	Unit	UnitPrice	Total
Field Service Overtime Hours, Mon- Fri 4:01 pm to 6:59 am	400.00	HR	$187.50	$75,000

Line: 14

Description:	Qty	Unit	UnitPrice	Total
Shop Service Regular Hours, Monday - Friday, 7:00 am to 4:00 pm	2000.00	HR	$125	$250,000

Line: 15

Description:	Qty	Unit	UnitPrice	Total
Shop Service Overtime Hours, Mon- Fri 4:01 pm to 6:59 am	430.00	HR	$187.50	$80,625

Line: 16

Description:	Qty	Unit	UnitPrice	Total
Parts-Cost Plus(+) 15 percent of Manufacturers List Price' (Apply Mark Up Percentage Bid to $1,000 to Obtain Correct Sum. Example 100X10%=100;1000 +100=1,100)	1.00	EA		15%

PRICE SUBMITTAL

Event ID		Page
CFW01-23-0063		5
Event Round	**Version**	
1	1	
Event Name		
ITB Valve Actuators, Cones, Parts, Repair and Services		
Start Time	**Finish Time**	
05/03/2023 08:00:00 CDT	05/18/2023 13:30:00 CDT	

Invited: **EVENT DETAILS**

Submit To: City of Fort Worth
FINANCIAL MANAGEMENT SERVICES
FINANCE - City Hall Purchasing
200 Texas St. (Lower Level Rm 1501)
Fort Worth TX 76102-6314
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

Line: 17

Description:	**Qty**	**Unit**	**UnitPrice**	**Total**
Ross 18" Rotory Cone Valve with water hydraulic cylinder, Model # RCVWH,125# flanged, DI body, head & plug. 2 seats, stainless steel water hydraulic cylinder operator, NSF61 approved epoxy coating on all interior and exterior ferrous surfaces. The water hydraulic controls to be valve mounted and consist of a 4-way solenoid, 2-2 ways, strainer, open/close speed controls, isolation valves & 2 limit switches.	1.00	EA		No Bid

	Qty	**Unit**	**UnitPrice**	**Total**
Line: 18	1.00	EA		No Bid
Description: Ross 24" Rotory Cone Valve with water hydraulic cylinder, Model # RCVWH,125# flanged, DI body, head & plug. 2 seats, stainless steel water hydraulic cylinder operator, NSF61 approved epoxy coating on all interior and exterior ferrous surfaces. The water hydraulic controls to be valve mounted and consist of a 4-way solenoid, 2-2 ways, strainer, open/close speed controls, isolation valves & 2 limit switches.			**Total Bid Amount:**	$1,648,035.00

Prompt Payment Discount Terms: _____Percent _____ Days (i.e. 3% Net 15, etc.)"

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Bidder does not wish to bid on that item.

Official site of the City of Fort Worth, Texas

CITY COUNCIL AGENDA

Create New From This M&C

DATE:	8/8/2023	**REFERENCE NO.:**	**M&C 23-0626	**LOG NAME:**	13PITB 23-0063 VALVE ACTUATORS, PARTS AND SERVICES LSJ WATER
CODE:	P	**TYPE:**	CONSENT	**PUBLIC HEARING:**	NO

SUBJECT: (ALL) Authorize Execution of Agreements with Rexa, Inc., Machining & Valve Automation Services LLC and Municipal Valve & Equipment Company Inc. for Valve Actuators, Parts and Services in a Total Annual Amount Up to $2,500,000.00 for the Water Department

RECOMMENDATION:

It is recommended that the City Council authorize execution of agreements with Rexa, Inc., Machining & Valve Automation Services, LLC and Municipal Valve & Equipment Company Inc., for valve actuators, parts and services in a total annual amount up to $2,500,000.00 for the initial term and authorize four one-year renewal options for the Water Department.

DISCUSSION:

The Water Department approached the Purchasing Division to establish an annual agreement for new valves, appurtenances, actuators, replacement parts, on-site or shop repairs, startup services and field troubleshooting. Purchasing issued Invitation to Bid (ITB) No. 23-0063 describing the requirements for the new equipment and the maintenance for all existing motorized valve actuators and manual valve actuators that are used to regulate and control flow through the pipelines throughout the City. The bid was advertised in the *Fort Worth Star-Telegram* on May 3, 2023, May 10, 2023, and May 17, 2023. The City received four bids. However, upon evaluation, Vector Controls did not score at least 50\% or more of the total available points for technical criteria; therefore, they were not qualified to receive points for pricing.

An evaluation panel consisting of representatives from the Transportation and Public Works and Water Departments reviewed and scored the submission using Best Value criteria. The individual scores were averaged for each of the criteria and the final scores are listed in the table below.

Bidders	Evaluation				
	a	b	c	d	Total
Rexa, Inc.	13	10	10	35	68
Machining & Valve Automation Services LLC	13	10	10.5	18	51
Municipal Valve & Equipment Company Inc.	14	11.5	10	7	43

Best Value Criteria:

a) Bidders' qualification, experience and references

b) Availability of resources and personnel to provide services

c) Bidders' ability to meet the City's needs

d) Cost of service

After evaluation, the panel concluded that Rexa, Inc., Machining & Valve Automation Services LLC, and Municipal Valve & Equipment Company Inc. presented the best value for the City. Therefore, the panel recommends that Council authorize annual agreements with Rexa, Inc., Machining & Valve Automation Services LLC and Municipal Valve & Equipment Company Inc. No guarantee was made

that a specific amount of services would be purchased. Staff certifies that the recommended vendor's bids meet specification.

Funding is budgeted in the Wastewater Department within the Water and Sewer Fund. The maximum amount allowed under these agreements collectively will be $2,500,000.00; however, the actual amount used will be based on the need of the department and available budget.

DIVERSITY AND INCLUSION (DVIN): A waiver of the goal for Business Equity subcontracting requirement is approved by the DVIN-BE, in accordance with the Business Equity Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

AGREEMENT TERMS: Upon City Council approval, the agreements shall begin upon execution and expire one year from that date.

RENEWAL OPTIONS: The contracts may be renewed for up to four (4) one-year terms at the City's option. This action does not require specific City Council approval provided that City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal term.

ADMINISTRATIVE CHANGE ORDER: An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the recommendation, funds are available in the current operating budget, as previously appropriated, in the Water and Sewer Fund. Prior to an expenditure being incurred, the Water Department has the responsibility to validate the availability of funds.

BQN\\

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount

FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount

Submitted for City Manager's Office by:	Reginald Zeno (8517) Dana Burghdoff (8018)
Originating Department Head:	Reginald Zeno (8517) Chris Harder (5020)
Additional Information Contact:	Jo Ann Gunn (8525) La'Kita Slack-Johnson (8314)

ATTACHMENTS

13PITB 23-0063 Valve Actuators, Parts and Services.docx (Public)
Approved_Waiver_of_Business_Equity_Goal_4.7.23.pdf (CFW Internal)
FID_TABLE_-_Valves.xlsx (CFW Internal)
Machining & Valve 1295.pdf (CFW Internal)
Machining & Valve Automation Services, LLC Sams.pdf (CFW Internal)

Municipal Valve & Equipment Company Inc. Sams.pdf (CFW Internal)

MVE Form 1295.pdf (CFW Internal)

Rexa Form 1295.pdf (CFW Internal)

Rexa Sams.pdf (CFW Internal)

City Council Regular Meeting **4. e.**

Meeting Date: 04/22/2025

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a construction services agreement with Gutter Solutions of Texas, LLC for the 5300 Belt Line Road Roof and Exterior Repair Project and authorizing the City Manager to approve the agreement for an amount not to exceed $327,553.38.

BACKGROUND:

The roof at Town Hall is made from slate and is original to the building. While the roof and gutter systems have served the building well for nearly 90 years, these are failing and need to be replaced. The exterior of the building needs additional carpentry work and several doors need to be replaced. Lastly, the exterior of the building needs to be repainted. Considerable effort is being made to preserve this important building's appearance. A manufactured slate roof will be used to reduce cost and weight. This product will closely mirror the appearance of the current roof while being more durable and requiring less maintenance. Replacing the roof with a natural slate product would increase the cost significantly. To learn more about the product, please visit the manufacturer's website at www.davinciroofscapes.com.

Purchasing cooperatives obtain competitive bids from contractors for a variety of services and products. Member cities can then utilize these bids to enter into agreements at the established pricing. Using a cooperative saves cities time and money while ensuring they receive competitive pricing and comply with purchasing laws. While the Town is not required to obtain more than one quote when using a Purchasing Cooperative, staff contacted multiple approved contractors and requested quotes. Due to the unique construction of Town Hall, two quotes were received with the other contractors declining to submit a formal quote. The formal quotes are as follows:

Contractor	Quoted Price
Gutter Solutions	$327,553.38
Calvary Construction	$360,359.33

Gutter Solutions submitted the lowest-priced quote for the work being proposed. Gutter Solutions has performed several roof repair projects for the Town and has performed excellent work. Staff is confident in their ability to perform this work and recommends Gutter Solutions.

FISCAL IMPACT

The agreement is for an amount not to exceed $327,553.38 and will come from two funding sources. Funding for the roof and gutter system repairs ($181,027.92) is available from the 2019 Bond proceeds. Funding for the exterior repair work ($146,525.46) is budgeted in the Facility Maintenance Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - 5300 Belt Line Roof and Exterior Repairs

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH GUTTER SOLUTIONS OF TEXAS, LLC FOR THE 5300 BELT LINE ROOF AND EXTERIOR REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $327,553.38; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Gutter Solutions of Texas, LLC for the 5300 Belt Line Road Roof and Exterior Repair Project.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Gutter Solutions for the 5300 Belt Line Road Roof and Exterior Repair Project in an amount not-to-exceed $327,553.38, 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 ***22nd*** day of ***APRIL***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A
CONSTRUCTION SERVICES AGREEMENT
(5300 Belt Line Roof and Exterior Repair Project)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between Gutter Solutions, 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, below; 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 written notice to proceed by City, Contractor agrees to provide to City the 5300 Belt Line Roof and Exterior Repair Project ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's written notice(s) to proceed to the Contractor;
(3) Properly authorized change orders; and
(4) 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. 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 Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all materials, construction, installation, and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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. All minor details of the work not specifically mentioned in the 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. 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. 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 acts or omissions. 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. "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 unless City has provided advance written notice of an alternate time. 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 materials or 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 endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. 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, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed THREE HUNDRED AND TWENTY-SEVEN THOUSAND FIVE HUNDRED AND FITY-THREE DOLLARS AND THITY-EIGHT CENTS ($327,553.38) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be based on invoice(s) submitted for completed work. The City shall pay such invoices within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) 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 any third-party of a 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 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.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty 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) 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 suspended 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.

(b) 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 $250.00 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.

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 therefore, 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 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

(e) 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.

(f) 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).

(g) 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 on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

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 acknowledgment 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 currently discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 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, policies, orders, and directives 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)]

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

For City:

TOWN OF ADDISION, TEXAS

By: _____
David Gaines, City Manager

Date:_____
Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison,
Texas 75001
E: dgaines@addisontx.gov

For Contractor:

GUTTER SOLUTIONS OF TEXAS, LLC

By: _____
Russell Spearman

Date: 4/9/2025

Notice Address:

Gutter Solutions of Texas, LLC
Attn: Russell Spearman
4317 Mendenhall Dr.
Dallas, Texas 75244
E: guttersolutionsoftexas@gmail.com

EXHIBIT A

Scope of Services

QUOTE #1426

SENT ON:
04/10/2025

RECIPIENT:

Town of Addison,
Town Hall
5300 Belt Line Road
Dallas, Texas 75254

SENDER:

Gutter Solutions of Texas
4317 Mendenhall Drive
Dallas, Texas 75244

Phone: 972-707-7939
Email: guttersolutionsoftexas@gmail.com
Website: guttersolutionsoftexas.com

Product/Service	Description	Total
Roof and Gutters Repairs and Additions	Remove existing gutters / Labor Remove and dispose of existing slate roof / Add all prep, new flashings, decking, underlayment and install 53 sq ft of synthetic composite slate look shingles / Labor and Materials Add new 6" oversize half-round gutters, 3" and 4" smooth round exterior downspouts as needed. / Labor and Materials	$169,184.97
Bond	Performance Bond and Maintenance Bond	$11,842.95
	Total	**$181,027.92**

Revised Quote

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

QUOTE #1425

SENT ON:

04/10/2025

RECIPIENT:

Town of Addison,

Town Hall
5300 Belt Line Road
Dallas, Texas 75254

SENDER:

Gutter Solutions of Texas

4317 Mendenhall Drive
Dallas, Texas 75244

Phone: 972-707-7939
Email: guttersolutionsoftexas@gmail.com
Website: guttersolutionsoftexas.com

Product/Service	Description	Total
Repairs, Paint and Additions	Remove and replace approximately 120 lineal feet of rotten facia board, O/S crown molding, and soffit as needed / Labor and Materials Power wash the entire building / Prep, prime, and paint all brick, siding, soffit, fascia, and trim, including all new trim / Labor and Materials Prep, prime, and paint all brick and masonry to match / Labor and Materials	$136,939.68
Bond	Performance Bond and Maintenance Bond	$9,585.78
	Total	**$146,525.46**

Revised Quote

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ **Date:** _____

City Council Regular Meeting **4. f.**

Meeting Date: 04/22/2025

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a construction services agreement with MEXZIM Corporation for the Fire Station 1 Interior Remodel Project and authorizing the City Manager to sign the agreement for an amount not to exceed $89,633.00.

BACKGROUND:

Fire Station 1 was constructed in the mid-1980's. In the firefighters' quarters, the kitchen cabinets are failing and the flooring in the kitchen, dining room, and station offices are in need of replacement. The carpet in the Fire Administration Offices also needs to be replaced.

Purchasing cooperatives obtain competitive bids from contractors for a variety of services and products. Member cities can then utilize these bids to enter into agreements at the established pricing. Using a cooperative saves cities time and money while ensuring they receive competitive pricing and comply with purchasing laws. While the Town is not required to obtain more than one quote when using a purchasing cooperative, staff contacted multiple approved contractors and requested quotes. Three quotes were received. The formal quotes are as follows:

Contractor	Quoted Price
MEXZIM Corporation	$89,633.00
Gutter Solutions	$127,863.12
SBD (only submitted partial bid)	Incomplete bid*

*this contractor did not provide a price for the cabinets.

Staff has worked with all three contractors in the past. While any one of them could perform the work satisfactorily, staff is recommending MEXZIM Corporation because they submitted the lowest complete bid. Staff was also able to reduce the cost of this project by approximately $5,000 by utilizing tiles left over from the Addison Athletic Club Renovation Project.

FISCAL IMPACT

The total cost of this project will be $89,633.00. Funding for this project is available in the Facility Maintenance Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - Fire Station 1 Interior Renovation Project

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MEXZIM CORPORATION FOR THE FIRE STATION 1 INTERIOR RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED $89,633.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with MexZim Corporation for MexZim Corporation for the Fire Station 1 Interior Renovation Project.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and MexZim Corporation for the Fire Station 1 Interior Renovation Project in an amount not-to-exceed of $89,633.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***22nd*** day of ***APRIL***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A
CONSTRUCTION SERVICES AGREEMENT
(Fire Station 1 Interior Renovation Project)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between MexZim Corporation, 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, below; 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 written notice to proceed by City, Contractor agrees to provide to City the Fire Station 1 Interior Renovation ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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 written notice(s) to proceed to the Contractor;
(3) Properly authorized change orders; and
(4) 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. 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 Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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. All minor details of the work not specifically mentioned in the 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. 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. 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 acts or omissions. 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. "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 unless City has provided advance written notice of an alternate time. 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 materials or 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 endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. 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, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY-NINE THOUSAND SIX HUNDRED AND THIRTY-THREE DOLLARS ($89,633.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be based on invoice(s) submitted for completed work. The City shall pay such invoices within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) 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 any third-party of a 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 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.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty 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) 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 suspended 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.

(b) 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 $250.00 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.

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 therefore, 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 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 on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

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 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, policies, orders, and directives 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)]

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

For City:

TOWN OF ADDISION, TEXAS

By: _____
David Gaines, City Manager

Date:_____

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas
75001 E:
dgaines@addisontx.gov

For Contractor:

MEXZIM CORPORATION

By: Ebbah Realzola
Ebbah Realzola

Date: April 11, 2025

Notice Address:

MEXZIM Corporation
Attn: Ebbah Realzola
1408 N. Riverfront Blvd. #110
Dallas, Texas 75207
E: ebbah@mexzim.com

EXHIBIT A

Scope of Services

ESTIMATE

MEXZIM Corporation
1408 N Riverfront Blvd 110
Dallas, TX 75207

ebbah@mexzim.com
+1 (214) 435-3033
https://mexzim.com

MEXZIM

Town of Addison:FD1 REMODELING

Bill to
Brad Boganwright
Town of Addison
16801 Westgrove Dr
Addison, TX 75001

Estimate details
Estimate no.: 1674
Estimate date: 04/07/2025

Description	Amount
CARPET FLOORING PROTECT FLOOR AND WALLS TO PREVENT DUST TRANSFER DEMO EXISTING CARPET AT HILIGHTED AREA ONLY CLEAN AND PREP FLOOR FOR NEW CARPET INSTALLATION PROVIDE & INSTALL NEW CARPET CARPET ADHESIVE COVE BASE ADHESIVE INSTALL COVE BASE	$15,500.00
TILE FLOORING DEMO EXISTING TILE FLOORING CLEAN, PREP FLOOR, AND FLOAT FLOOR INSTALL CERAMIC TILE PROVIDED BY TOA THIN SET & GROUT INSTALL SCHLUTER TRIM 4"	$6,990.00
CABINETS DEMO EXISTING STAINLESS-STEEL COUNTER TO BE REUSED DEMO EXISTING CABINETS INSTALL NEW UPPER CABINETS 46 LF INSTALL NEW BOTTOM CABINETS 54 LF INSTALL CABINETS HARDWARE TOCH UP WALLS AS NECESSARY	$58,793.00
MOVE FURNITURE	$4,850.00
DUMPSTER	$3,500.00
Total	**$89,633.00**

Note to customer

Please review estimate, accept, sign, and return to ebbah@mexzim.com. We propose to furnish all labor and material necessary, including surface preparation, miscellaneous repairs to complete the work stated above, unless stated otherwise. Work will be completed in a substantial workmanlike manner. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will be billed. 50% deposit due at start of project. Remaining 50% due upon completion. Payment will be made to MEXZIM Corporation.

Accepted date **Accepted by**

City Council Regular Meeting **4. g.**

Meeting Date: 04/22/2025

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a construction services agreement with Gutter Solutions of Texas, LLC for the Addison Athletic Club Exterior Repair Project and authorizing the City Manager to sign the agreement in an amount not to exceed $91,887.40.

BACKGROUND:

A detailed inspection of the entire exterior of the Addison Athletic Club revealed the need to replace failed mortar, deteriorated bricks, and failed caulking. If not properly addressed, these conditions can allow moisture to enter the walls of the building. Additionally, the building's exterior needs to be cleaned and several metal surfaces near the outdoor pool need to be repainted to improve the appearance of the building. Finally, the application of sealant on the exterior of the brick will assist in keeping the exterior walls water tight.

Purchasing cooperatives obtain competitive bids from contractors for a variety of services and products. Member cities can then utilize these bids to enter into agreements at the established pricing. Using a cooperative saves cities time and money while ensuring they receive competitive pricing and comply with purchasing laws. While the Town is not required to obtain more than one quote when using a Purchasing Cooperative, staff contacted multiple approved contractors and requested quotes. Two quotes were received with other contractors declining to submit a formal quote. The formal quotes are as follows:

Vendor	Proposed Cost
Gutter Solutions, LLC.	$91,887.40
Calvary Construction	$417,631.12

The quote received from Gutter Solutions, LLC. is in conformance with the cooperative pricing and consistent with similar work recently performed. Gutter Solutions did an excellent job repairing the exterior Athletic Club gym walls. Staff is confident in their ability to perform this work and is recommending Gutter Solutions, LLC.

FISCAL IMPACT

The total cost of this project is $91,887.40. Funding for this project is available in the Facility Maintenance Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - Addison Athletic Club Exterior Repairs

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH GUTTER SOLUTIONS OF TEXAS, LLC FOR THE ADDISON ATHLETIC CLUB EXTERIOR REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $91,887.40; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Gutter Solutions of Texas, LLC for the Addison Athletic Club Exterior Repair.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Gutter Solutions for the Addison Athletic Club Exterior Repair Project in an amount not-to-exceed of $91,887.40, 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 ***22nd*** day of ***APRIL***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A
CONSTRUCTION SERVICES AGREEMENT
(Addison Athletic Club Exterior Repair Project)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between Gutter Solutions, 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, below; 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 written notice to proceed by City, Contractor agrees to provide to City the Addison Athletic Club Exterior Repair Project ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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 written notice(s) to proceed to the Contractor;
(3) Properly authorized change orders; and
(4) 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. 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 Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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. All minor details of the work not specifically mentioned in the 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. 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. 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 acts or omissions. 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. "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 unless City has provided advance written notice of an alternate time. 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 materials or 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 endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. 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, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed NINETY-ONE THOUSAND EIGHT HUNDRED AND EIGHTY-SEVEN DOLLARS AND FORTY CENTS ($91,887.40) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be based on invoice(s) submitted for completed work. The City shall pay such invoices within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) 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 any third-party of a 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 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.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty 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) 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 suspended 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.

(b) 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 $250.00 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.

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 therefore, 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 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

(e) 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.

(f) 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).

(g) 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 on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

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 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, policies, orders, and directives 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)]

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

For City:

TOWN OF ADDISION, TEXAS

By: _____
David Gaines, City Manager

Date:_____
Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison,
Texas 75001
E: dgaines@addisontx.gov

For Contractor:

GUTTER SOLUTIONS OF TEXAS, LLC

By: _____
Russell Spearman

Date: 4/11/2025

Notice Address:

Gutter Solutions of Texas, LLC
Attn: Russell Spearman
4317 Mendenhall Dr.
Dallas, Texas 75244
E: guttersolutionsoftexas@gmail.com

EXHIBIT A

Scope of Services

Gutter Solutions of Texas

QUOTE #1405

SENT ON:
03/03/2025

RECIPIENT:

Town of Addison,
3900 Beltway Drive Athletic Club
Addison, Texas 75001

SENDER:

Gutter Solutions of Texas
4317 Mendenhall Drive
Dallas, Texas 75244

Phone: 972-707-7939
Email: guttersolutionsoftexas@gmail.com
Website: guttersolutionsoftexas.com

Product/Service	Description	Total
Brick and Cast Stone Repairs	Power wash balance of old building not covered in Quote #1394 Tuck point all missing brick and cast stone mortar Seal all mortar joints at cast stone accents and all columns Install New Silicone Sealant (MP1 or Tremco Spectrem 2) in existing joints Estimated lineal ft. 1154' Install Clear Sealant on brick Natural finish Window Caulking / New Building Add exterior matching window caulk to 9 skinny windows, 10 large windows 1 XL windows and 2 doors with windows Remove bricks and cap off the existing commercial hose connection from the inside corner wall. Re-install bricks and mortar. Includes; Scaffolding Rental and Install Labor Site work / protective fencing / Labor and Materials	$88,102.40
Painting	Add painting as needed at rear of building / Exterior doors, service panels and conduit / Labor and Materials	$3,785.00
	Total	**$91,887.40**

This quote is valid for the next 30 days, after which values may be subject to change.

City Council Regular Meeting **4. h.**

Meeting Date: 04/22/2025

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving an agreement with Siemens Industry, Inc. - Smart Infrastructure for the Phase 1 Access Control Project and authorizing the City Manager to sign the agreement in an amount not to exceed $92,700.00.

BACKGROUND:

Most of the Town's facilities rely on manual door locks and keys for security. To improve facility security and to streamline facility access, the Town sought an access control system that could be expanded to provide access control at all Town facilities. Additionally, we desired the access control system to integrate with the Town's current facility video camera system.

To determine the best system for the Town, staff researched options and interviewed four vendors. Staff then further interviewed the top two vendors. Based on the interviews, staff selected Siemens as the preferred vendor. Siemens is a member of Sourcewell Cooperative Purchasing Program. Sourcewell obtains competitive bids from contractors for a variety of services and products. Member cities can then utilize these bids to enter into agreements at the established pricing. Using a cooperative saves cities time and money while ensuring they receive competitive pricing and comply with purchasing laws.

This proposal covers access control for two current remodel projects: the Service Center Lobby Project and the Conference Centre Remodel Project. This proposal also establishes the standard system components that will be installed at additional facilities in future phases of implementation.

FISCAL IMPACT

The project cost consists of $88,200 for components and installation and $4,500 for the first year of software maintenance. Funding for this project is available in the IT Replacement Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - Phase One Access Control

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH SIEMENS INDUSTRY, INC. – SMART INFRASTRUCTURE FOR THE PHASE 1 ACCESS CONTROL PROJECT IN AN AMOUNT NOT TO EXCEED $92,700.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Siemens Industry, Inc. – Smart Infrastructure for the Phase 1 Access Control Project.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Siemens Industry Inc. – Smart Infrastructure for the Phase 1 Access Control Project in an amount not-to-exceed $92,700.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***22nd*** day of ***APRIL***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A
CONSTRUCTION SERVICES AGREEMENT
(Phase 1 Access Control Project)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between Siemens Industry, Inc. – Smart Infrastructure, 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, below; 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 written notice to proceed by City, Contractor agrees to provide to City the Phase 1 Access Conrol ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). Contractor shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's written notice(s) to proceed to the Contractor;
(3) Properly authorized change orders; and
(4) 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. 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 Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, 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 the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. 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. All minor details of the work not specifically mentioned in the 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. 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. 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 acts or omissions. 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. "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 unless City has provided advance written notice of an alternate time. 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 materials or 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 endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. 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, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed NINETY-TWO THOUSAND SEVEN HUNDRED DOLLARS ($92,700.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to

Contractor shall be based on invoice(s) submitted for completed work. The City shall pay such invoices within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) 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 any third-party of a 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 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.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty 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) 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 suspended 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.

(b) 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 $250.00 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.

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 therefore, 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 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

(e) 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.

(f) 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).

(g) 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 on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

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 acknowledgment 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 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, policies, orders, and directives 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)]

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

ADDENDUM 1 ATTACHED HERETO IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

For City:	For Contractor:
TOWN OF ADDISON, TEXAS	SIEMENS INDUSTRY, INC. – SMART INFRASTRUCTURE
By: _____ David Gaines, City Manager	By: _____ *Electronically signed by: Jason Haddock Date: Apr 16, 2025 10:27 CDT* Jason Haddock
Date:_____	Date: _____
Notice Address:	Notice Address:
Town of Addison Attn: City Manager P.O. Box 9010 Addison, Texas 75001 E: dgaines@addisontx.gov	Siemens Industry, Inc. Smart Infrastructure Attn: Jason Haddock 5800 Granite Parkway Plano, Texas 75024 E: jhaddock@siemens.com

Addendum 1 to Construction Services Agreement ("Agreement")
between
Town of Addison, Texas ("City")
and
Siemens Industry, Inc. ("Contractor")
Dated: 4/16/2025

City and Contractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Agreement conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control:

Section 5. (c) Deductions; Withholding is hereby modified as follows: City may deduct…the City's premises, arising "directly" out of Contractor's…on account of.

Consequential Damages. "NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER CITY NOR CONTRACTOR SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE."

Limitation of Liability. "CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL LIMIT OF CONTRACTOR'S APPLICABLE INSURANCE POLICIES.

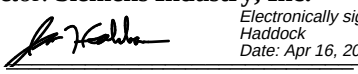
This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. The parties agree that this Addendum modifies the Agreement between the parties dated 4/15/2025 and is incorporated therein by this reference.

City: **Town of Addison, Texas**

By: _____

Name: _____

Contractor: **Siemens Industry, Inc.**

By: 
Electronically signed by: Jason Haddock
Date: Apr 16, 2025 10:27 CDT
Jason Haddock – BGM

Name: _____

By: _____

Name: _____

EXHIBIT A
SCOPE OF SERVICES

SIEMENS

PROPOSAL
Town of Addison- New Access System

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
The Town of Addison

DELIVERED ON
March 21, 2025

SMART BUILDINGS

Transforming the Everyday



SIEMENS

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SIEMENS PROPOSAL

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Signature Page 19

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SIEMENS

Contact Information

Proposal #:	9625485
Date:	March 21, 2025

Sales Executive:	James Holden and JT Williams
Branch Address:	5800 Granite Parkway, Suite 600 Plano, TX 75024
Telephone:	214-507-9462
Email Address:	james.holden@siemens.com or jt.williams@siemens.com

Customer Contact:	Mr. Bill Hawley
Customer:	The Town of Addison
Address:	5300 Belt Line Rd.
	DALLAS TX 75254
Services shall be provided at:	16801 Westgrove Drive Addison, TX 75001
	15650 Addison Rd Addison, TX 75001



Town of Addison
Security Scope of Work
March 2025

Summary: Siemens Industry has prepared the following project pricing based on the "Request for Quote" document sent on February 20, 2024, (which included facility/device layouts), and from items discussed during our site visit on March 6th. Our scope includes providing a complete and functional security solution as follows:

Our estimates have considered that ***SIEMENS*** will provide and install:

- System Software & Processing Panels
- Card Readers, Contacts, & REX Motions
- All "Electrical" Door Hardware Components
- Low Voltage Power Supplies
- Back-up Batteries & Enclosures
- Custom Access Control Wire & Cable
- Conduits & Access Hatches
- System Programming, & Testing
- Engineering, Commissioning & Training
- Project Management & Permits

Our estimates have considered that ***OTHERS*** will supply and install:

- All "Mechanical" Door Hardware
- Factory Door & Frame Preparation
- System Servers & Workstations
- Network Infrastructure w/PoE Switches
- Required 120V Electrical Circuit
- Painting & Patching

Scope of Work

This project is for the provision and installation of a new access control system to be used by the Town of Addison. Siemens will be providing a Genetec Security Center, Access Control & Video Management system. This current project will consist of the access portion, while video will be added at a future date. Two facilities are included in the current scope; Approximately 10 other buildings will be added in the future.

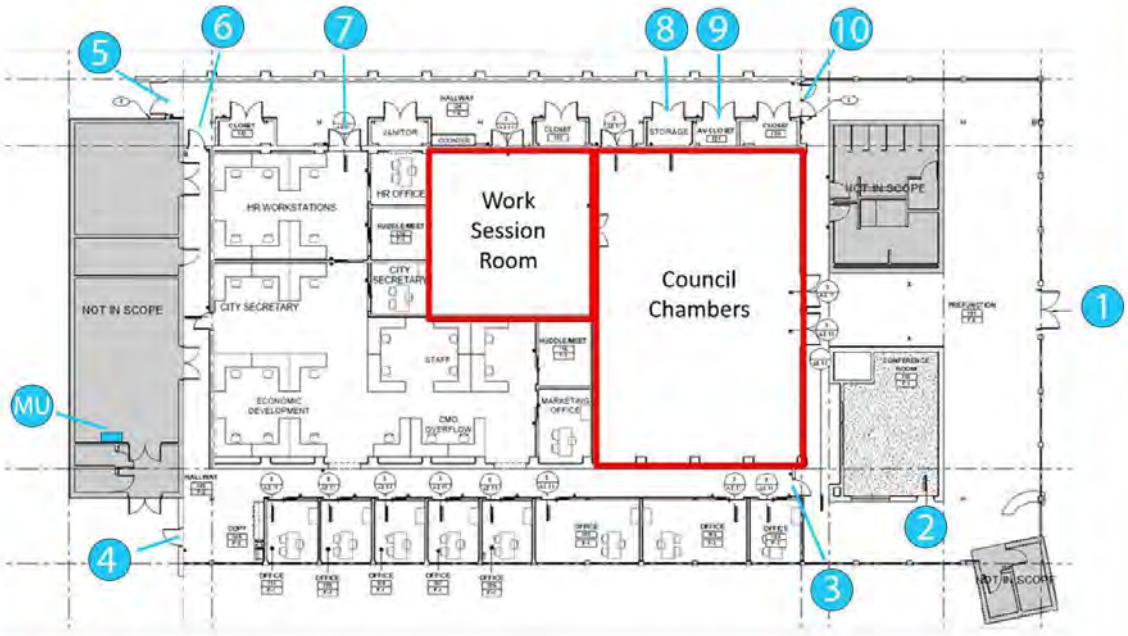
Security Center is a unified platform which means it does require two separate systems integrated together to operate access & video but rather operates in a single software ecosystem. It also supports multiple panel types and is scalable to support a virtually limitless number of readers, cameras, and other security devices. The access panels deployed for this project will be by Mercury, the most well-known 'open architecture' access panel in the industry. Security Center natively takes advantage of LDAP and active directory for single sign-on and can support mobile credentials.

Genetec Security Center currently has certified over 7,500 cameras, access panels, and intercoms to function with their system, confidently making this a flexible and 'open' system. All the cameras currently deployed in the Town of Addison are supported and on this list. Here is the link for all devices currently supported: https://www.genetec.com/supported-device-list

Project Overview – This project concerns the deployment of a new access control management system. A complete and functioning system will be provided with the qualifications described in this scope. There are two (2) buildings involved: The Addison Service Center, and The Addison Conference Center. Software will be loaded on owner provided Servers and workstations, Panels & power supplies will be installed at two (2) locations, (one for each building), and thirteen, (13) smart proximity readers will be installed, (Service Center 3, Conference Center 10).

Door Hardware –. We have reviewed the provided Door Schedule and have noted the door sizes and header details however, we have not been able to review any details referenced or any information regarding the mechanical door hardware proposed, (Division 8). Without speaking to the Architect, or at least the GC, there will need to be additional discussion. For this proposal we have priced this portion as follows:

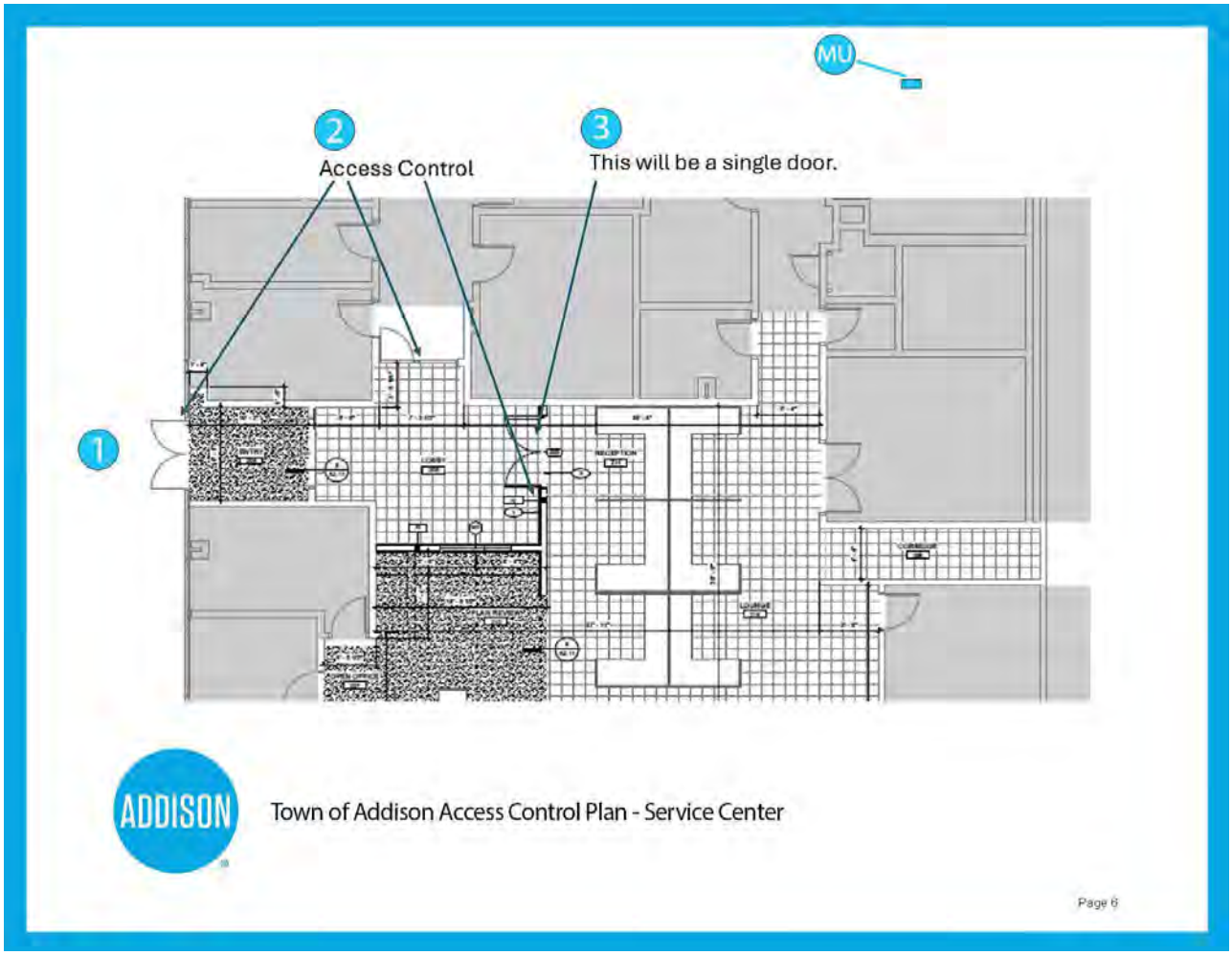
We understand that the Town has an allowance for the new doors and mechanical hardware being supplied on the project. Items such as doors, hinges, latches, strike plates, sweeps, etc. Siemens is making **RECCOMENDATIONS** for the mechanical locking hardware portions of these items, and based on those recommendations being accepted, has included **PRICING** to provide and install the electronic locking portions. Items such as electric strikes, retraction kits, cylindrical sets, transfer hinges, door cords, etc. We will also be including the monitoring items required such as position sensors, REX motion units, etc. This next section details each of the openings and includes our mechanical recommendations.



ADDISON

Town of Addison Access Control Plan - Conference Center

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MU
2
Access Control
3
This will be a single door.
1
ADDISON
Town of Addison Access Control Plan - Service Center
Page 6

Door Descriptions – Conference Center

Per the Request for Quote, ***FAIL-SECURE*** hardware & locking components are being specified

1. **Main Entry Doors –** Double 4' exterior doors, recommend vertical rods, (internal or surface mounted). One leaf energized, "no prior knowledge" crash bars, (REX switch on both leaves), w/door cords. (*Door cords required to provide pathway around steel frame that surrounds the door. Conduit is required around this door to accommodate devices and conceal cables)* **A quantity of 2 is required at this door.**



2. **Conference Room Door –** Single 3' interior door with fail-secure door strike. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



3 **Office Area Entry SE –** Single 3' interior door with fail-secure door strike. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



4 **Facility Entry SW –** Single 3' exterior door with "no prior knowledge" electric rim exit device. REX switch allows for authorized egress



5 **Facility Area Entry NW** – Single 3' exterior door with "no prior knowledge" electric rim exit device. REX switch allows for authorized egress. (*Proposal drawing shows double door at this location; RFP calls for a single door.)*



6 **Hallway Area Entry NW** – Single 3' interior door with fail-secure door strike. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



7 **Office Entry Doors N –** Double 3' interior doors w/vertical rods, (internal or surface mounted). One leaf energized, "no prior knowledge" crash bars, (REX switch on both leaves), w/door cords. **A quantity of 2 is required at this door.**



8 **Storage Closet N –** Double 3' interior doors w/cylindrical passage sets on one leaf; Second leaf pinned down. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



9 **AV Closet N –** Double 3' interior doors w/cylindrical passage sets on one leaf; Second leaf pinned down at top & bottom. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



10 **Hallway Area Entry NE** – Single 3' interior door with "no prior knowledge" electric rim exit device. REX switch allows for authorized egress. (*Proposal drawing shows double door at this location; RFP calls for a single door.)*



Door Descriptions – Service Center

Per the Request for Quote, ***FAIL-SECURE*** hardware & locking components are being specified

1 **Main Entry Doors** – Double 3' exterior doors w/existing locks. New door cords and REX motion to be added. (*Existing doors currently controlled by manual remote activation. Door locks required to be in good, working condition.)*

2 **Existing Office Are Door** – Single 3' door with fail-secure door strike. Handset provides "no prior knowledge", REX motion allows for authorized egress. Existing handset to have locking function removed.

3 **New Office Area Door** – Single 3' door with fail-secure door strike. Handset provides "no prior knowledge", REX motion allows for authorized egress. New handset needs to be ordered with locking function removed.



Town of Addison Proposer Questions

The following are questions from the RFQ; Siemens' answers are in **BLUE**

- Is your system proprietary? **No. Genetec supports a comprehensive list of other manufacturers OPEN devices so the end users are not locked into this system forever.**
- Will your system integrate with the Town's current cameras? To what degree of functionality will our current cameras have with your system? **All the Town's Panasonic cameras are supported and certified through an actual device driver, (as opposed to a generic ONVIF connection). Many of the valuable Panasonic features are fully supported through Genetec. Features such as IPv6, edge recording, PTZ control, and de-warping are all supported. Please visit the supported device link for specific notes and version requirements for your cameras.**
- Are you a member of a cooperative purchasing entity(ies) or other similar program? Please list any and the respective contract numbers. **Siemens is currently enrolled in the Sourcewell Cooperative Purchase program. Our Contract # is 030421-SIE**
- Is your system CJIS certified? **Yes, Genetec Security Center is CJIS certified and fully compliant**
- Does your system allow for ingress/egress traffic in case of power or network failure? **Yes. During a power outage the system will continue to function via battery backup. Normally only for a couple of hours however, by utilizing more batteries or a UPS or a generator, more uptime can be realized. During a network failure the system will continue to grant and deny access based on the last instructions sent to the distributed access field panels**
- How does your proposed door readers/mechanisms allow for normal traffic flow during installation before the application is fully set up? **Until the system is fully setup, all doors will remain open and unlocked. Only after access levels have been determined and access cards are handed out can you logically lock down the doors.**
- If you are proposing a cloud solution, what is your uptime SLA? **No cloud solution proposed**

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- Please describe how your proposed system could integrate with fire/burglar alarm systems. **Here are a couple of ways you can integrate these systems:**
    - **Fire alarm systems can integrate with Genetec via dry contact for various conditions such as general alarm, trouble alarm, device malfunction, manual pull activation, etc. Some fire systems are also supported by Genetec via software driver. NOTE: Although you may be able to view fire alarms within the Genetec system, it is not UL Listed for fire monitoring and cannot be used as a substitution for monthly alarm monitoring.**
    - **Security Alarm systems can integrate with Genetec in the same manner, (via contact and/or software driver), but alarm acknowledgement and other interactive features are allowed. Additionally, you can eliminate alarm keypad codes by using a card reader instead.**
- Please describe how your proposed system would be able to tie in access control for smaller, lesser used buildings that currently do not have internet connectivity? **In these situations, you would operate those facilities in an offline mode. Temporary network connections or LTE connections may be utilize during setup and/or during programming changes, (adding/deleting cards, running reports, etc.) There is an authentication process that takes place at the beginning of any valid connection. Once this is complete, the event history is uploaded to the server, and any cardholder records (adds/deletes), are update. This is not a standard use case, but it is supported.**

Door Hardware –. We have reviewed the provided Door Schedule and have noted the door sizes and header details however, we have not been able to review any details referenced or any information regarding the mechanical door hardware proposed, (Division 8). Without speaking to the Architect, or at least the GC, there will need to be additional discussion. For this proposal we have priced this portion as follows:

We understand that the Town has an allowance for the new doors and mechanical hardware being supplied on the project. Items such as doors, hinges, latches, strike plates, sweeps, etc. Siemens is making **RECCOMENDATIONS** for the mechanical locking hardware portions of these items, and based on those recommendations being accepted, has included **PRICING** to provide and install the electronic locking portions. Items such as electric strikes, retraction kits, cylindrical sets, transfer hinges, door cords, etc. We will also be including the monitoring items required such as position sensors, REX motion units, etc.

Clarifications

Workstation & Server Computers – OTHERS will need to provide dedicated and compliant servers and workstations for the access control system. This includes monitors, UPS units, adequate storage, etc.

Data Network - We will utilize the Owner's network for transmission of the access control system signals. All network items need to be provided, maintained and configured by OTHERS. This includes tested and certified data cables, properly sized PoE switches, patch panels, UPS power, racking, etc.

Electrical Power, Grounding, & UPS – 120V power shall be provided by OTHERS. We require a single 20amp circuit, (grounded through the base building's copper grounding panels), to be provided at our make-up can as indicated on the drawings. Siemens will provide step-down equipment for our devices and provide a maximum of 120 minutes for the access control system only. Uninterrupted power is at the discretion of OTHERS.

Wire & Cable – Siemens will be responsible for providing, installing, toning, and certifying all cable for the cameras and access panels. Cable will be toned, tested, and labeled prior to the beginning of Siemens' installation. It is recommended that OTHERS provide the physical CAT6 cable between the access panels and the owner's network.

Conduits and Pathway – Siemens will make significant efforts to provide a clean and attractive cable installation for this project. Knowing how aggressive and open the areas are at the conference center, we have included several items to conceal the required access cables. Items include black composite cables, conduit stubs in open areas, and drywall ceiling access hatches. We will need OTHERS to perform basic paint & patching.

Training – Siemens will provide training for your IT and administrative staff. The training is basic and should take less than 2 hours. Topics include:

- Architecture Overview
- Setup of clearances
- Add/delete/edit personnel
- Door schedule creation
- Holiday Management
- Monitoring client familiarization

Additionally, Genetec University offers online courses geared towards operators. The Town will receive one (1) login to this service. For more information please visit: https://www.genetec.com/support/training

Warranty - All Siemens supplied devices and installations shall be warranted to be free from defects in workmanship and material for a period of one year from the date of completion or beneficial use, whichever occurs first. Factory authorized service shall be performed by our local branch office. Extended warranty and maintenance agreements are available for all software and hardware.

Sales Taxes – We have been advised this is a non-taxable project. Prior to invoicing we will require a valid exemption certificate.

Permits – Siemens will submit and obtain required permits from the Town of Addison. Be aware that some permits and certificates require trades outside of our scope to participate and/or be present during the approval process.

Equipment Listing

(for evaluation purposes only)

QTY	PART#	DESCRIPTION
1	GSC-Base-P	Genetec Security Center (GSC) Base Professional - Version 5.13
14	ADV-RDR-P-1Y	Genetec™ Advantage for 1 Synergis™ Pro Reader – 1year
100	5006PGGMN	Composite iClass SEOS Contactless Smart Card
1	SY-CLOUDLINK-G2	Synergis™ Cloud Link with 4GB of RAM, 16GB Flash
2	SY-MP1502	Mercury Intelligent 2-Door Controller
6	SY-MR52-S3	Mercury MR52 2-reader interface module (Series 3)
13	SY-40NKS-00-000000	HID Signo 40 Smart Card Proximity Reader
1	FPO150/250-2C82D8PE6M1	PSX 150/250W Power Supply/Battery Charger for 16 readers
1	FPO150-B100C8D8PE6M	PSX 150/250W Power Supply/Battery Charger for 8 readers
2	DTK-120HW	Ditek Surge Protector - 120V
4	UB-12180	Battery, 12 Volt / 18 Amp-Hour
8	DS160	Bosch Request-to-exit Detector
18	190-12WG-B	3/4" Door Position Sensor - Flush Mount for Steel, Brown
5	ACSI 1550K-MDV	Falcon Quiet Electric Retraction Motor Kit
7	ACSI K-100	Falcon Request-to-Exit Switch for Crash Bar
9	K-DLB-18	Keedex Armored Door Loop-1/4" - Dark Brown Finish
5	HES 1500C	HES Heavy Duty Electric Door Strike
2	ND80PDEU RHO 626 RX	Electric Cylindrical w/Request-to-Exit
2	PTH-4-DPS	Electric Door Transfer Hinge
5	AC-1S-PLN-BLK	Custom Colored Composite Reader Cable - 1000' Foot Spool

SIEMENS

Sell Price

Total Quote Price	**$88,200.00***

This price is firm for 30 days from the date of this proposal.

Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).

SIEMENS

Payment Terms

Payment Terms Acceptance Agreement

The total price of: $88,200.00 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of March 21, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: $88,200.00

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

SIEMENS

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Restricted) (www.siemens.com/standard-terms-project-restricted)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download
Mass Notification (www.siemens.com/mass-notification-addendum)
Monitoring (www.siemens.com/monitoring-addendum)
Online Backup and Data Protection (www.siemens.com/data-backup-addendum)
Software License Warranty (www.siemens.com/software-license-addendum)
Consulting (www.siemens.com/rider-consulting)
Shooter Detection System (www.siemens.com/shooter-detection-addendum)
Body Temperature (www.siemens.com/thermal-camera-addendum)

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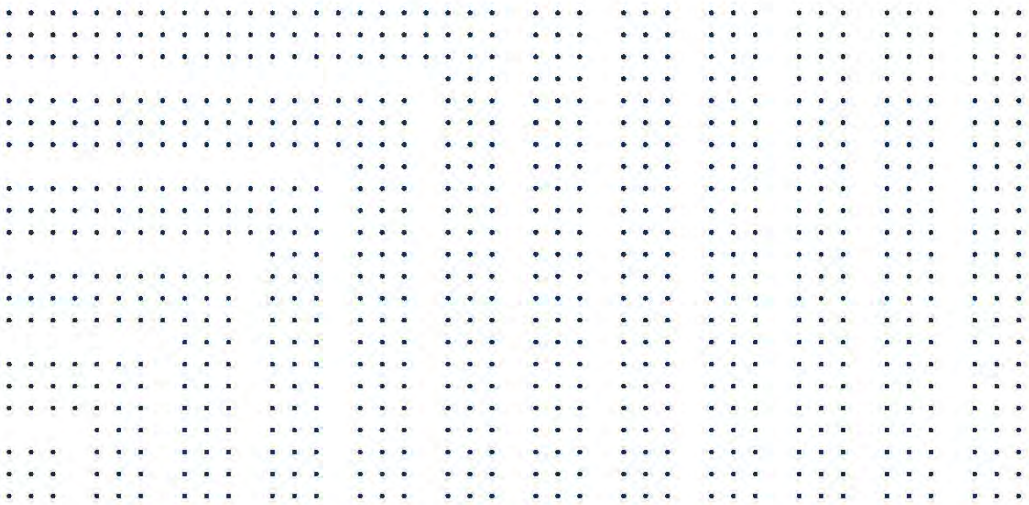
SIEMENS

Signature Page

Proposed by:	Accepted by:
Siemens Industry, Inc.	The Town of Addison
Company	Company
James Holden	
Name	Name (Printed)
9625485	
Proposal #	Signature
$88,200.00	
Proposal Amount	Title
March 21, 2025	
Date	Date
	Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Genetec™ Security Center.

Comprehensive unified security



Genetec Security Center is a truly unified platform that blends IP video surveillance, access control, automatic license plate recognition, intrusion detection, and communications within one intuitive and modular solution. By taking advantage of a unified approach to security, your organization becomes more efficient, makes better decisions, and responds to situations and threats with greater confidence.

Genetec™

Security Center benefits



Unified security and operations

Through unification of core security systems such as Omnicast™ video management, Synergis™ access control, and AutoVu™ automatic license plate recognition (ALPR), you achieve greater operational efficiency and heightened awareness of your security environment.



Reliable and cybersecure

Have your system available whenever you need it. While built-in failover and redundancy work to safeguard system access and limit interruptions, advanced security mechanisms (encryption, authentication, authorization) protect privacy by preventing unauthorized access to sensitive data.



A consistent experience

From system configuration and management, to live monitoring, reporting, and mobile access, operators enjoy the same, intuitive user experience across your entire security system. This makes it easier to train new operators as they only need to learn to work on a single platform.



Flexible and scalable

Through its open architecture, you can enhance Security Center with Genetec modules and 3rd party add-ons that suit your business' changing needs. It seamlessly scales to hundreds of sites, and thousands of cameras, doors, intercom devices, and intrusion panels.



Efficient deployment and maintenance

With a unified approach to security management, organizations experience real savings in deployment, maintenance, training, and day-to-day management of security. And, you avoid the compatibility issues typically faced with the integration of multiple independent products.



A clear path to the cloud

Extend the capabilities of your on-premises installation and reduce IT infrastructure costs with our cloud services. With Security Center SaaS edition, cloud archives, automated updates and health monitoring, your organization becomes more agile and less dependent on hardware.

A single platform that evolves with you

At the core of Security Center, you'll find Omnicast, Synergis, and AutoVu, our solutions for video management, access control, and automatic license plate recognition (ALPR). Through an open architecture approach, you further strengthen your security by tapping into a suite of core modules, add-ons, and integrations with third-party security devices and systems. Unification not only provides greater awareness and control, but it also avoids the drawbacks of traditional security systems, such as limited connectivity between applications, compatibility issues, and complicated maintenance.



Security Center core systems

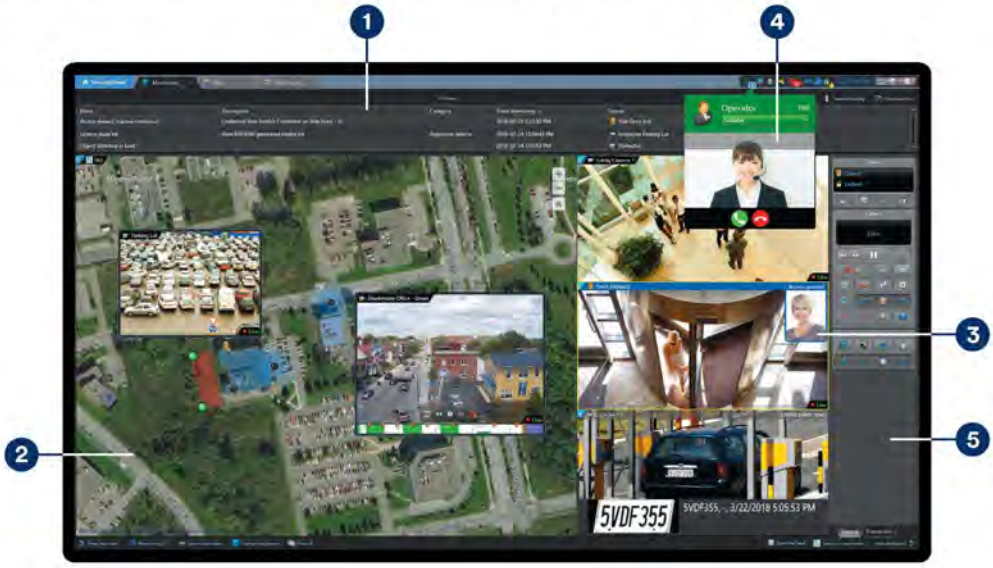
With **Omnicast**, organizations of any size have the ability to deploy a video surveillance system adapted to their needs. Supporting a wide range of IP cameras, it addresses the growing demand for HD video and analytics, all the while protecting individual privacy.

Synergis heightens your organization's physical security and increases your readiness to respond to threats. Supporting an ever-growing portfolio of 3rd party door control hardware and electronic locks, it allows you to leverage your existing investment in network and security equipment.

Deployed in both fixed and mobile installations, **AutoVu** automates license plate reading and identification. It allows you to extend your physical security into your parking lots and perimeter, so you are always aware of vehicles coming in and out of your facilities.

A truly unified operator experience

Unlike integrated systems that simply connect a variety of security applications to share data, Security Center delivers an unparalleled unified operator and user experience. From a single monitoring application at their workstation or in a security operations control room, operators view the entire security environment. And, with information correlated before their eyes, they benefit from greater awareness and operational insights. This improves their decision-making and reaction time, augmenting the safety of your people and organization.



1 Multi-task view
Perform monitoring and reporting tasks in multiple tabs so you can instantly go back to the previous operation at hand.

2 Interactive maps
Monitor your facilities with interactive maps that provide a dynamic view of all security cameras, doors, and alarms, with real-time events and status updates.

3 Live cardholder verification
With all door activities associated with surrounding cameras, you authenticate cardholder identity (picture) against live or recorded video.

4 Embedded call management
Place a video call to another operator, or answer an incoming call from an intercom station, directly in the Security Center interface.

5 Dynamic dashboard
Take action through an adaptive dashboard that automatically displays commands and controls associated with the currently selected camera, door, or area.

Flexible deployment options

There are several options for how and where you deploy Security Center.

How you deploy. At the moment, if you're only looking for a standalone access control or video system, you always have the flexibility to add video, access control, or ALPR capabilities at any time in the future without anything to re-install.



Standalone

Deploy Security Center as a standalone access control, video management, or automatic license plate recognition solution. You can add core capabilities at your own pace, as it only requires a simple licensing change.



Unified

Deploy Security Center as a unified platform and enjoy the benefits of unified security. Get greater situational awareness, enhanced security, and newfound operational efficiency across all your security and operations staff.

Where you deploy. If you're looking to move to the cloud, Security Center SaaS edition supports both Synergis and AutoVu hosted in the cloud. Should you only want to partially transition to the cloud, the solution lets you deploy some or all of your core components on-premises.



Fully hosted

With nothing to deploy, Security Center SaaS Edition is hosted in the cloud* and Genetec takes care of the software infrastructure.

*Omnicast not supported as a hosted version



Hybrid

In a hybrid deployment model, Synergis and/or AutoVu are hosted in the cloud, and connect to an on-premises Omnicast video system.

Security Center key features

Multi-site monitoring & management
Monitor real-time devices and information across all your security applications, and from both local and remote sites, within a single unified interface.

Real-time map-based monitoring
Visualize your security environment with real-time dynamic maps. Navigate your facilities, monitor access control and ALPR events, view live or recorded video, and manage alarms, directly from your maps.

Unified communications management
Extend your security with SIP-based communications. Manage incoming and outgoing calls with intercom devices and collaborate with colleagues through embedded audio and video calls.

Consolidated, dynamic reporting
Streamline your investigations with unified custom reporting that you run across all your security systems and sites. Relying on graphs and dynamic charts, find insights to solve critical situations or simply improve your operations.

Centralized alarm management
Centralize alarm management across all your security systems. Operators view alarms in real-time, respond, and acknowledge them whether they are triggered by the video, ACS, ALPR system, or from a 3rd party integrated solution.

Centralized user management
Implement a seamless SSO experience for your security operators. Security Center integrates with your identity management platform to automatically create and update users and groups.

Failover and redundancy
Count on the availability of your security system, cameras and video recordings, and access to your doors whenever you need them. Built-in failover and redundancy mechanisms protect against hardware failure or network interruptions.

End-to-end data security and privacy
Protect your video and data with secure communications between clients, servers, and edge devices (cameras, door controllers). Security Center encrypts video in transit or at rest, and when exporting evidence.

Health monitoring
Receive real-time notification of system status and health-related events and generate statistics about the health of your system through a dedicated engine to help optimize system performance.

Mobile and web apps
Deploy mobile and web apps to your personnel's devices so they stay connected at all times. View live and recorded video, control PTZ cameras, stream video from mobile devices, review access control events, unlock doors, and manage alarms on the go.

Customizable dashboards
Achieve a comprehensive view into the events happening on your premises and your system. Dashboards combine data, charts, histograms and devices from your entire security environment, and let you build a unique experience tailored to your day to day.

Comprehensive feature list

Unified security platform

- Fully embedded access control, video, and ALPR
- Access to a wide ecosystem of IP devices and partner add-ons
- Unified video analytics and privacy masking
- High availability with built-in failover or 3rd party solutions
- On-premises and cloud-based deployment options
- Connected services (software and firmware updates, health monitoring)

Architecture

- IP-based security platform
- Distributed, client-server, multi-site architecture
- Compatible with 3rd party virtualization solutions
- Software Development Kit (SDK), Web API, and tools
- Embedded health monitoring and reporting engines
- Synchronize users with identity providers through OpenID Connect, SAML 2.0, or Microsoft Active Directory

Core modules

- Real-time map-based monitoring (Plan Manager)
- SIP-based communications (Sipelia™)
- Unified security with intrusion panels
- Unified video analytics and privacy protection (KiwiVision™)
- Thin client for everyday operations (Security Center web client)
- Unified mobile applications for smart devices (Genetec mobile)

User experience and interface

- Single task-based application for monitoring and reporting
- Interactive map-based monitoring that supports geo-located maps, ArcGIS data and custom floor plans
- Dynamic visual reporting with graphs, charts and histograms
- Live dashboards combining reports, charts and live device data

Federation™

- View remote, independent sites as a single system
- Multi-site and -system monitoring & reporting for video, ACS, intrusion, and more
- Global cardholder management (GCM)
- Manage and update remote site settings from the central location
- Run centralized reports across locations
- Consolidated alarm management
- Backward/forward compatibility between sites

Threat level management

- Pre-define organizational threat levels and actions
- Change behavior of system based on active threat level
- Trigger actions across the platform, incl. video and ACS
- Change entire security system or specific areas & doors
- Lock doors, restrict access or go into a full lockdown
- Control PTZ cameras, change recording settings

Plan Manager (Dynamic Maps)

- Real-time monitoring, command, and control on maps
- View doors, cameras, intrusion panels, I/O zones
- Live object and entity state changes
- Real-time event viewing and alarm management
- Operate doors, PTZ cameras, intrusion areas, intercoms
- Connectivity over IP to GIS-based maps and ESRI maps
- Import devices from AutoCAD floorplans
- Vector (PDF) and raster (PNG, JPG), and KML import
- ESRI ArcGIS maps support

Cybersecurity and privacy protection

- Cybersecurity score widget with hardening checklist
- System partitioning to control what users can see
- Extensive set of user-access privileges
- End-to-end data, video, and communications encryption
- Claims-based authentication and Active Directory Federation Services (ADFS) support
- Camera firmware update notifications with firmware vault
- Digital certificate support for Directory
- Password strength meter

Partner add-ons

- Elevator dispatch & building automation
- Perimeter and fence protection, radar, laser systems
- Intrusion systems, gunshot detection
- Parking systems
- Biometrics and 3rd party access control systems
- Video analytics, face recognition, forensics search
- Asset management and tracking, ID scanning

Security Center editions

Ownership model – perpetual or subscription

Choose to own your system through a perpetual license, or begin your move to a subscription-based ownership model by deploying the SaaS edition of Security Center. Bring flexibility to your budget as you lower your upfront costs and only pay for what you use.

Editions	Standard	Pro	Enterprise	SaaS
Security Center (included in base)				
Client connections	5	5	5	5
Web client connections	5	5	5	5
Plan Manager basic	•	•	•	•
Alarm management	•	•	•	•
Advanced reporting	•	•	•	•
System partitioning	•	•	•	•
Entities (cams, readers, federated sites, intercoms)				16
Max. number of cameras	50	250	Unrestricted	•
Max. number of readers	64	256	Unrestricted	•
Security Center optional features				
Max client connections	5	10	Unrestricted	•
Mobile app connections	○	○	○	5 included
Sipelia comms management	○	○	○	○
Intrusion monitoring		○	○	○
Threat levels		○	○	•
Active Directory		○	○	•
Federation-as-a-Service				•
Federation*			○	•
Native archiver & directory failover			○	•

• Included or supported ○ Optional *Federation host must be Enterprise. Federated sites can be Standard, Pro, or Enterprise.

Genetec Inc.
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HID® Signo™ Readers

Models: 20, 40, 20K, 40K, 40T

The signature line of readers from HID

HID Signo™ is the signature line of physical access control readers from HID. The versatility, performance and connected capabilities of HID Signo readers set a new industry benchmark for the most highly adaptable, interoperable and secure approach to electronic access control.

Offering an unparalleled breadth of functionality, HID Signo affords security system installers and administrators a simple and effective approach to secure access control for almost any scenario.

With support for the widest array of credential technologies — past, present and future — HID Signo is the perfect choice for those looking to make the transition to a secure authentication technology.

HID Signo readers transcend the traditional approach to security by being designed to be connected and managed remotely without needing to physically touch each device. This functionality empowers access control systems to dynamically respond as new needs, configurations or threats arise.

POWERFULLY SECURE

- Multi-Layered security to ensure data authenticity and privacy
- EAL5+ Certified Secure Element Hardware
- Native OSDP secure channel capability
- Trusted secure authentication using the SIO data model
- Supports HID® Elite Key™ and HID® Corporate 1000™ Programs

MEET EVERY NEED, ADAPT TO ANY SITUATION

- Go mobile with native Bluetooth and NFC support
- Integrated 125 kHz credential read support for easy migration
- Supports over 15 common credential technologies
- Flush mount terminal block and pigtail wiring options
- Robust outdoor performance with an IP65 rating

MANAGE, UPGRADE AND CONFIGURE

- Easily and securely managed using HID Reader Manager®
- Configure via a mobile device or OSDP
- Update firmware in response to threats
- Personalize by configuring audio visual or keypad settings
- Deactivate legacy credential technology to conclude secure migration



KEY BENEFITS:

- **Highly Versatile —** Support for the widest range of credential technologies, including HID Mobile Access® via native Bluetooth and Near Field Communication (NFC).
- **Enhanced Performance -** Storage of cryptographic keys on certified secure element hardware, plus a new surface detection feature that enables the reader to automatically recalibrate and optimize read range performance.
- **Connected to the Future —** All readers include out-of-the-box support for Open Supervised Device Protocol (OSDP) for secure bidirectional communication.

READY FOR THE FUTURE NOW

- Mobile-ready by default, including Apple's Enhanced Contactless Polling (ECP) to support credentials in Apple Wallet
- Sleek, innovative design to suit modern architecture, available in black or white
- Integrated OSDP for secure authentication and configuration post installation
- Built on a hardware platform designed to be adaptable to support future technology
- Designed to seamlessly integrate into the HID Origo® ecosystem

DATASHEET

HID Signo Reader Model	20	20K	40	40K	40T
2.4 GHz (Bluetooth) Credential Compatibility	Mobile Credentials powered by Seos® (HID Mobile Access)[1]				
13.56 MHz (NFC) Credential Compatibility	Seos®, iCLASS SE®, iCLASS SR®, iCLASS®, MIFARE Classic, MIFARE DESFire EV1/EV2/EV3, FeliCa™ & Contactless e-Purse Application Specification (CEPAS), Mobile Credentials powered by Seos (HID Mobile Access)				
125 kHz Credential Compatibility	HID Proximity®, Indala® Proximity, AWID Proximity, and EM Proximity				
Typical Read Range[2]	Seos, iCLASS® SE™, iCLASS® SR, iCLASS, MIFARE Classic, MIFARE DESFire EV1/EV2/EV3 & ISO14443A Single Technology Cards – 1.6 to 4 in (4 to 10 cm); HID / AWID Proximity®, Indala Proximity®, EM Proximity & 125 kHz Single Technology Cards – 2.4 to 4 in (6 to 10 cm)				
Mounting	Suited for mullion-mount door installations or any flat surface mounting		Suited to mount and cover single gang switch boxes with a slotted mounting plate for alternate back-box spacing		
Color	Black or white with silver trim baseplate[3]				Black with silver trim baseplate[3]
Keypad	No	Yes (2 x 6 layout)	No	Yes (3 x 4 layout)	
Dimensions (width x length x depth)	1.77 in x 4.78 in x 0.77 in (45 mm x 121.5 mm x 19.5 mm)	1.78 in x 4.79 in x 0.85 in (45 mm x 121.5 mm x 21.5 mm)	3.15 in x 4.78 in x 0.77 in (80 mm x 121.5 mm x 19.5 mm)	3.16 in x 4.79 in x 0.85 in (80 mm x 121.5 mm x 21.5 mm)	3.16 in x 4.82 in x 0.96 in (80mm x 122.5mm x 24.5mm)
Product Weight	Pigtail: 3.35 oz (95 g) Terminal: 2.65 oz (75 g)	Pigtail: 3.88 oz (110 g) Terminal: 3.17 oz (90 g)	Pigtail: 4.94 oz (140 g) Terminal: 4.23 oz (120 g)	Pigtail: 5.64 oz (160 g) Terminal: 4.94 oz (140 g)	5.82 oz (165g) Terminal Only
Operating Voltage[4]	12V DC				
Current Draw[5]	NSC[6]: 60 mA Peak[7]: 250 mA Max. Avg: 70 mA IPM[8]: 45 mA	NSC[6]: 65 mA Peak[7]: 250 mA Max. Avg: 75 mA IPM[8]: 48 mA	NSC[6] 65 mA Peak[7]: 250 mA Max. Avg: 75 mA IPM[8]: 45 mA	NSC[6]: 70 mA Peak[7]: 250 mA Max. Avg: 80 mA IPM[8]: 55 mA	NSC[6]: 90mA Peak[7]: 250mA Max Avg: 120mA IPM[8]: 75mA
Device Input and Output	Input: Tri-color LED, Buzzer, Hold @ Active Low Output: Tamper Relay 0-60V DC @ 100mA Max (Dry Contact)				
Operating Temperature & Humidity	-31° F to +150° F (-35° C to +66° C) 0% to 95% non-condensing				
Storage Temperature	-40° F to +185° F (-40° C to +85° C)				
Environmental Rating	UL294 Outdoor and Indoor rated, IP65				
Transmit Frequency	125 kHz, 13.56 MHz, and 2.4 GHz[1]				
Communications & Panel Connection	Wiegand, Clock-and-Data and RS-485 Half Duplex (OSDP) via Pigtail (18 in / 0.5 m) or Terminal Strip[9]				
Device Management	HID Reader Manager / OSDP configuration				
Certifications	UL294/cUL (US), FCC (US), IC (Canada), CE (EU), RCM (Australia, New Zealand), SRRC (China), MIC/Gitekī (Japan) WPC/BIS (India), KCC (Korea), NCC (Taiwan), IDA (Singapore), MIC (Japan), RoHS, GreenCircle, Bluetooth SIG, and additional regions. www.hidglobal.com/certifications				
Security Ratings	EAL 5+ Certified Secure Element Hardware				
Patents	www.hidglobal.com/patents				
Housing Materials	Polycarbonate – UL94 V0				
UL Reference Number	20	20K	40	40K	40T
Warranty	Limited Lifetime				

1. Select models are available without Bluetooth LE functionality via Factory Feature Block
2. Read range listed is statistical mean rounded to nearest centimeter increment for ID-1 or clamshell credentials. HID Global testing occurs in open air. Form factor, technology and environmental conditions, including metallic mounting surface, can degrade read range performance, plastic spacers are recommended to improve performance on metallic mounting surfaces
3. Black spacers available as an additional accessory at an additional cost
4. Measured in accordance with UL294 standards at +10% and -15% of rated voltage input
5. Measured in accordance with UL294 standards; see Installation Guide for details
6. NSC — Normal Standby Current; see Installation Guide for details
7. Peak measures in default condition
8. Intelligent Power Management (IPM) — Reduced reader current consumption up to 43%, based on model, compared to standard operating mode
9. 40T orderable only as Terminal Strip connection type

HID
hidglobal.com
North America: +1 512 776 9000 | Toll Free: 1 800 237 7769
Europe, Middle East, Africa: +353 91 506 900
Asia Pacific: +852 3160 9800 | Latin America: +52 55 9171 1108
For more global phone numbers click here
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Part of ASSA ABLOY

Seos™ Card

High frequency contactless smart card for securing identities



HID's Seos™ smart cards are based on a secure, open technology to manage and authenticate identities. The cards primarily address the need for securing identities for the physical access control solution (PACS) market but are also provisioned to support other applications, including One-Time Password authentication (OTP) for login into networks and other IT resources.

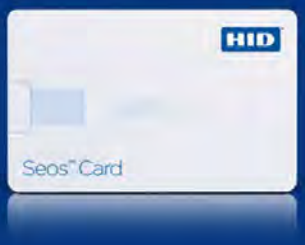
Seos cards are designed for organizations with stringent security requirements for their credential solution, as well as enterprise and government organizations looking for a cost-effective solution. As part of the iCLASS SE® platform, the cards deliver superior data integrity and privacy protection by leveraging the advanced cryptographic algorithms. Seos™ cards also utilize a secure messaging protocol to protect data transmission with the off-card applications providing strong authentication mechanisms to protect the communications between card and reader.

Delivering a high level of interoperability, Seos™ cards include a standards-based application that offers a universal card command interface. The solution also supports an ISO/IEC 7816-4 command set and data model that defines the supported interfaces between an Seos™ card and the reader.

Seos™ cards provide trusted management of secure identities within HID Global's iCLASS SE platform that is based on its Secure Identity Object (SIO) data model.

The iCLASS SE platform manages the secure distribution and life span of credentials. Seos™ supports multiple SIOs carried on a single credential/device to secure PACS (along with any other application data). This enables applications to provide individual protected data sets for the identities in each application.

For migration purposes, the credential is available as multi-technology card that combines 125 KHz Proximity and a high frequency Seos contactless microprocessor.





KEY BENEFITS:

- **Strong authentication –** First enterprise-ready converged card for securing physical access as well as access to IT resources.
- **Increased interoperability –** Open, standards-based solution supports future technologies and can store data for multiple applications.
- **Technology-independent security –** Multi-layered security supports the portable Secure Identity Object (SIOs®) data model.
- **Heightened privacy protection –** No traceable identifiers exchanged during card sessions, preventing data associated to a card from being divulged or cloned.

DATASHEET

HID

TECHNOLOGY FEATURES

- Available in 8K-Bytes or 16K-Bytes memory
- AES-128/2TDEA cryptographic algorithms for data protection
- Mutual authentication protocol with generation of diversified session key to protect each card session (using secure messaging).
- Secure data storage with flexible data model (file system based) using a firewalled architecture for data separation between applications.
- Supports ISO/IEC standards: 7810, 7816 and contactless cards (14443 A).
- Contactless unique identifier: 4 bytes (random value).
- Generic command set based on ISO/IEC 7816-4.
- Hardware chip integrating co-processor with high performance for cryptographic calculations with symmetric keys.
- One Time Password generation using standards-based solution.
- Card customization available: Magnetic stripe, custom text or graphics (requires minimum quantity).
- TUV IT SEAL-5 certified

SECURITY FEATURES

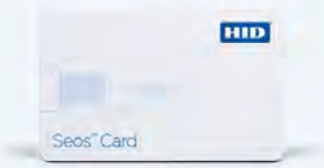
- Programmable with one or several Secure Identity Objects® (SIOs®) for each application.
- High resistance to common attacks (man in the middle, replay attacks and others).
- Available with anti-counterfeiting features such as holograms, holographic foil, OVI (Optical Variable Ink).

SINGLE TECHNOLOGY CONTACTLESS FEATURES

- Seos™ with 8K processor card for standard applications or with extended 16K memory for demanding applications.
- Leverages AES-128 based SIO data model and security.

INTEROPERABILITY

- Fully supported by HID Signo Readers.
- Fully supported by iCLASS SE® and multiCLASS SE® readers that can process SIO-enabled data formats. Only supported by iCLASS SE readers with firmware Revision E or later.





	Seos™ 8K and Seos™ 16K
Base Part Number	5005 for standard 16K card / 5006 for 8K 5015 for embeddable 16K card / 5016 for 8K
Operating frequency	13.56 MHz with ISO/IEC 14443 Type A
Typical Maximum Read Range	3-4" (depending the reader used)
Dimensions	2.127" x 3.375" x 0.033" max (5.40 x 8.57 x 0.084 cm)
Construction	Composite with 60% PVC / 40% PET
Operating Temperature	-40° to 158° F (-40° to 70° C)
Weight	0.20 oz (5.5g)
Memory Size	8K or 16K
Privacy Mode	Privacy-preserving mode (with encryption of device identifiers)
Secure Messaging	EN 14890-1 and 7816 aligned using AES/2TDEA algorithm
Mutual Authentication Mechanism	Based on ISO/IEC 24727-3 2008 with NIST SP800-56A (for session key derivation)
TUViT SEAL-5 Certified	Yes - Currently available with 16K option only
Write Endurance	Min 500,000 cycles
Data Retention	Min 20 years
HID Proximity	No
Contact Smart Chip Embeddable	Yes
Printable	Yes (white/white card) Usable with direct imaging and thermal transfer printers (from HID but also from other suppliers) Exclusion areas for printing may apply in some areas of the card plastic
Slot Punch	Not available
Secure Identity Services	Customized cards are available through HID Identity on demand
Visual Security Options	Optional including hologram, anti-counterfeiting, holographic foil
Additional Security Options	Corporate 1000, Secure Identity Object (SIO) programming with SE-Elite
Warranty	Lifetime, see complete warranty policy for details

HID

hidglobal.com

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Europe, Middle East, Africa: +353 91 506 900
Asia Pacific: +852 3160 9800 | Latin America: +52 55 9171 1108
For more global phone numbers click here

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Synergis Cloud Link

Complete access control

Synergis™ Cloud Link is an intelligent PoE-enabled IoT gateway engineered to deliver greater flexibility and security for on-premises, hybrid, and cloud deployments. It is designed to provide non-proprietary access control solutions. Synergis Cloud Link offers built-in support for a wide range of non-proprietary security devices, such as intelligent controllers from Mercury Security and HID Global, as well as electronic locks from ASSA ABLOY, Allegion, and SimonsVoss, among others.

Synergis Cloud Link, part of the Genetec Cloudlink™ appliance family, gives you the option to maintain your current access control infrastructure. That means you can upgrade an existing installation to a secure IP-based solution. Built with a secure boot and an embedded EAL 6+ secure element, this IoT gateway provides highly secure communication over your network using TLS 1.3 and certificates for authentication. The device can support up to 256 readers and electronic locks and monitor hundreds of zones and alarms.



Synergis Cloud Link with expansion module version shown

Key features

- IoT gateway
- Ease of maintenance
- EAL 6+ secure element
- Encrypted communications with host software
- Two (2) Gigabit ethernet ports (one port is PoE)
- Offline decision-making capabilities
- 600,000 cardholders and 5,000,000 offline events
- Embedded Threat Level Management
- Peer-to-peer communication* hard, soft, and global anti-passback, first-person-in and two-person rules visitor escort
- Four embedded RS-485 ports, also available with 12 ports
- OSDP (Secure Channel) supported
- Support OSDP and SSCPv2 readers in transparent mode

Synergis software

Synergis Cloud Link connects seamlessly to Synergis IP access control system, providing real-time monitoring of events and alarms, advanced cardholder and visitor management, and comprehensive reporting. Key Synergis features include:

End-to-end cybersecurity – Advanced encryption and claims-based authentication provide secure communications to protect cardholders' identities and the integrity of the system

Unification with other security modules – Ensures a holistic view of your security environment

Peer-to-peer communication – Enables global anti-passback and global I/O linking across appliances while remaining independent of the access control system server*

Threat Level Management – Simplifies your response to potential threats; operators have the power to quickly restrict access to specific areas based on the threat level

* Available with Security Center 5.11

A cloud-ready gateway

Natively cloud-ready, Synergis Cloud Link provides a secure, scalable, and flexible way to fully run your access control system in the cloud with Security Center SaaS. It ensures authenticated communication between hardware and the cloud, extending your physical security to the edge.

Synergis Cloud Link offers enhanced flexibility and security across all deployment types, whether on-premises, hybrid, or in the cloud. This smart IoT gateway links your existing on-premises hardware, like controllers, modules, and electronic locks, to the cloud reliably and securely.

Supported hardware

Choose from a growing ecosystem of hardware solutions:

ALLEGION, aperio, Corbin Russwin ASSA ABLOY, deister electronic, HID, Mercury, phg, SARGENT ASSA ABLOY, SimonsVoss, STid

Benefits

Cloud-ready
With authenticated communications between your hardware and the cloud, Synergis Cloud Link provides a safe way to a truly open architecture.

Cost-efficient
Save time and money by reducing the need for off-the-shelf servers and all the costs and resources needed to maintain them.

Reliable
Intelligence at the edge even during network or server outages. This ensures that your people and assets are always safe.

Scalable
With up to 256 locks and readers per Synergis Cloud Link, you can scale your system as needed. Deploy additional units to expand your system further.

Hardware specifications

Processor	Quad-core, 64-bit CPU
System Memory	4 GB RAM
	16 GB flash storage
Interfaces	Two (2) 10/100/1000 Mbps Gigabit Ethernet ports
	Four on-board inputs (supervised or unsupervised)
	Four embedded RS-485 ports (version-312 with 12 ports available)
	Secure element: EAL6+
Electrical	9-16VDC or PoE (IEEE 802.3af or 802.3at type 1) on one (1) Ethernet port
Mechanical	Appliance dimensions (L x W x H): 7.24 x 4.48 x 1.39 inches (18.4 x 11.4 x 3.6 cm)
	Appliance weight: 1 lb 1 oz (475 g)
Environment	Temperature: 32°F to 122°F (0°C to 50°C) operational
	Relative humidity: Operating 5% to 95%, non-condensing
	For indoor use only
Warranty	24 months
Certification	CE, UK, FCC, KC, ACMA, BIS, UL294 (listed subassembly), RoHS, REACH, WEEE
Secure Crypto Chip	Version -312 includes 3 slots for Secure Access Module (SAM)
Downstream device support	32 Mercury Security MP or LP panels (up to 256 readers)
	128 ASSA ABLOY IP locks (PoE or WiFi)
	64 ASSA ABLOY Aperio-enabled wireless locks (both RS-485 and IP hubs are supported)
	200 Allegion Schlage NDE, LE and Control locks[1]
	256 Allegion Schlage AD-Series, NDE and LE locks[2]
	256 SimonsVoss SmartIntego locks
	Up to 16 I/O panels per RS-485 port

1- Via Synergis Cloud Link
2- Via a Mercury intelligent controller

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HID Mercury Security MR52 Interface Module

Reader and IO interface module for up to 2 doors

Seamlessly integrated with Genetec Security Center Synergis

Security Center Synergis™ system supports HID Mercury Security's open field hardware enabling organizations to deploy industry-standard access control modules and protect their investments for years to come.
The MR52 reader interface module controls up to two doors. Supporting a range of wired and wireless reader technology, the MR52 is managed by a HID Mercury Security EP/LP1501, EP/LP1502, EP/LP2500 and EP/LP4502 controller through a high-speed RS-485 network and ultimately, the Synergis Cloud Link gateway appliance over IP.



HID Mercury Security MR52 Interface Module

Synergis Cloud Link

The Synergis Cloud Link appliance is an intelligent and PoE-enabled IoT gateway that supports a mix of non-proprietary access control modules like the HID Mercury Security MR52 Reader Interface Module connected to any HID Mercury Intelligent Controller over RS-485.

Overview

- Connects to the HID Mercury Security controllers over high-speed RS-485 network
- Reports all activity in real-time to Synergis Cloud Link and HID Mercury Security controllers
- Manages up to 2 doors
- Reports supervised inputs
- Some inputs can be configured as general purpose inputs
- UL 294 recognized components
- OSDP v1 and v2 supported

Available Interfaces

Readers:
2 reader ports, up to 2 readers (entry and exit) each when connected to OSDP readers.

Inputs:
8 general purpose: programmable circuit type
2 dedicated for Tamper and Power Monitor

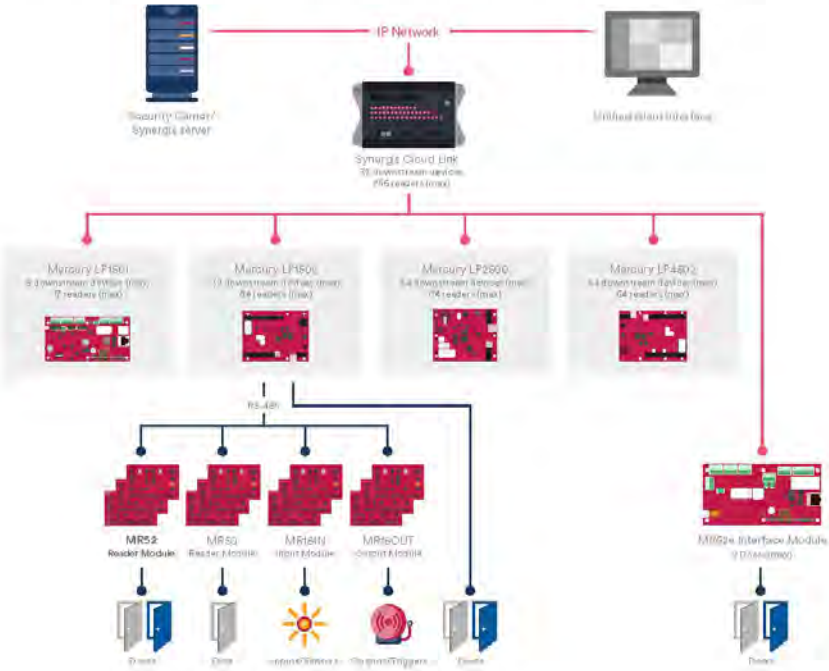
Outputs:
6 relays: Form C, 5 Amp 30 Vdc

Hardware specifications

Dimensions	6.0 in x 8.0 in x 1.0 in (152 mm x 203 mm x 25 mm)	**Certifications**	UL 294 Recognized, CE Compliant, RoHS
Temperature	0°C to 70°C operational, -55°C to 85°C storage		
Communications Ports	RS-485, 2-wire, 4,000'	**Warranty**	24-month warranty. Please refer to Genetec Sales Policy for more information

Architecture

Connected to the any HID Mercury Intelligent Controller over RS-485 and ultimately the Synergis Cloud Link appliance over IP, the HID Mercury MR52 Reader Interface Module processes real-time commands and reports all activities upstream.



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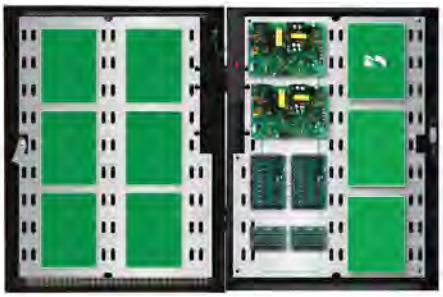
Overview

MCLASS™ Unified Power Systems combine FlexPower® power modules alongside Mercury Security™ access hardware in one compact and secure UL Listed solution.

This unit is a 12V and 24V DC dual voltage access power system.

Dual C8 lock control modules provide sixteen access control inputs capable of voltage or dry contact activation, and sixteen outputs programmable for failsafe / failsecure operation at either 12 or 24 VDC and controlled by the integrated fire alarm interface circuit on the FPO. ual D8P modules provide sixteen auxiliary Class 2 power limited outputs and each output is configurable for 12 or 24VDC operation.

MCLASS enclosures are painted steel with removable backplate and include lock, two (2) keys and tamper switch.



FLEXPOWER UNIFIED POWER SOLUTIONS

System Features

- **FPO offline power supply**
  - *120 or 230 VAC input*
  - *12 and 24 VDC outputs*
  - *On board Fire Alarm Interface*
  - *Continuous and resettable DC*
- **Distributed outputs**
  - *16 auxiliary, power limited at 2.5A each*
  - *16 controlled, fused at 3A each*
- **Expansion options**
  - *Increased power, multiple voltages*
  - *Additional distribution outputs*
  - *Network monitoring and reporting*
- **Lifetime Warranty**

Enclosure Features

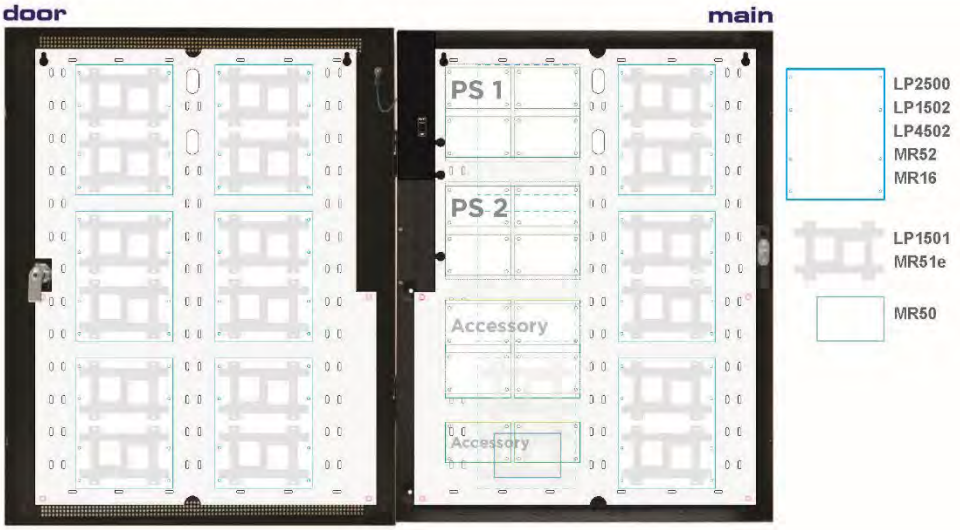
- **Labor saving design**
  - *Pre-wired power section*
  - *Pre-punched knockouts*
  - *Removable backplate simplifies installs*
  - *Pre-defined hole pattern for power section*
  - *Access panels mount on fits suited studs - no drilling required*
- **Additional benefits**
  - *Wire management room*
  - *6.5" enclosure depth fits battery set*
  - *Tamper switch, lock, (two) key set standard*
  - *Mounting hardware for access boards included*

Ordering	Description
FPO150/250-2C82D8PE6M1	400W (12V & 24V) 16 lock/16 aux outputs

Specifications

Input Power	Input 120/230 VAC 50/60 Hz | 452 Watts Overload and short circuit protection Over temperature protection Polarized AC power supply disconnect
Output Power	FPO150: 12V/12A or 24V/6A | 150 Watts FPO250: 12V/20A or 24V/10A | 250 Watts Outputs: Continuous (DC1) Resettable (DC2) 16 control outputs, fused at 3A each 16 auxiliary outputs, class 2 power limited at 2.5A each 120 mV output voltage ripple System Efficiency: 87% | System BTU Rating: 175 BTU/Hr
Battery Charging	Independent built-in 2A charger for sealed lead acid or gel type batteries Microprocessor dual rate charging of 12 or 24 V battery sets Charges up to 80Ah battery sets within UL limit. Automatic switchover to standby battery when AC fails Zero voltage drop when switched over to battery backup
Supervision	AC Fail (form "C" contacts) System Fault (form "C" contacts) may be triggered by low/no battery, short to earth ground, power supply failure or blown fuse
Visual Indicators	AC input, DC1 and DC2 output System fault / AC fault | Short to earth ground | Reverse battery polarity Fire Alarm Input activated C8P: DC outputs and fault status D8P: DC outputs
Regulatory Compliance **Mercury/LSP** **Joint Listing**	UL294, UL603, UL1076, ULC S318, ULC S319 CSA C22.2 #107.1, CSA 22.2 #60950 CSFM / FCC Part 15, Subpart B CE
Enclosure Dimensions	Size: 30.00H x 23.00W x 6.50D in. (76.00 x 59.00 x 16.50 cm) | Weight: 45 lbs.
Access Panel Mounting	LP1501, LP1502, LP4502, LP2500, MR50, MR51e, MR52, MR16, LNL-500, 1100, 1200, 1300, 1320, 2000, 2210, 2220, 3300

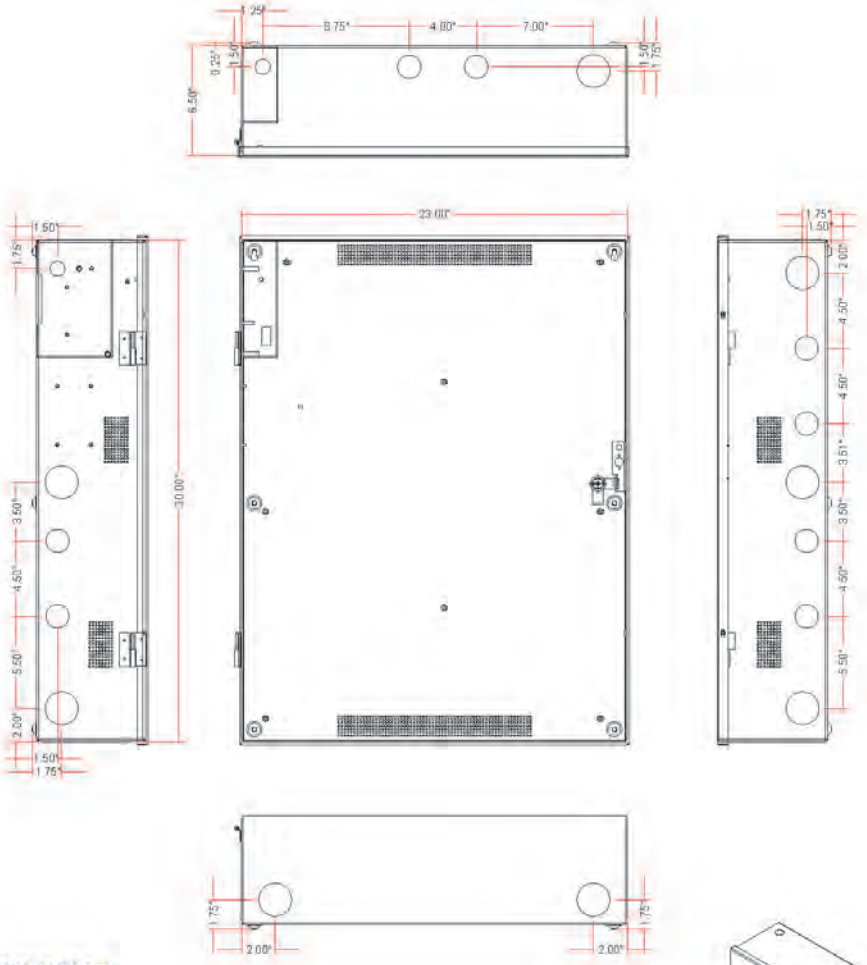
E6M1 Mercury Mounting Guide



Enclosure Features

- **Custom Backplate**
  - *Main and door plates are reverse image*
  - *LSP pre-wired power modules reduce installation time*
  - *Light weight aluminum with AC and battery slots to protect cables*
  - *Vertical Mercury pattern for maximum design flexibility*
  - *Wide wire management channels for panduit or tye wrap*
- **E6 Enclosure**
  - *Protected AC cover with on/off circuit breaker for maintenance safety*
  - *Pre-drilled mounting holes for field upgrades*
  - *Deeper 6.5" cabinet accommodates large battery sets*
  - *Removable door with "fast disconnect" ground strap*
  - *Multiple knockouts all four sides*

E6 Enclosure Dimensions (H x W x D)
30.00" x 23.00" x 6.50" (76 x 58 x 16.5 cm)



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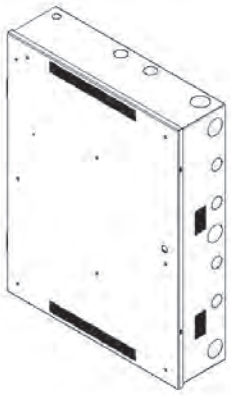
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P01-871A 06/22

LifeSafety Power
10027 S. 51st Street, Suite 102
Phoenix, AZ 85044 USA



LifeSafetyPower®

FLEXPOWER FP0150-B100C8D8PE6M

MCLASS™ UNIFIED POWER SYSTEM
150W / 12 & 24VDC / 8 Doors
8 Lock / 8 Auxiliary Outputs

Overview

MCLASS™ Unified Power Systems combine FlexPower® power modules alongside Mercury Security™ access hardware in one compact and secure UL Listed solution.

This unit is a 12V and 24V DC dual voltage access power system.

C8 lock control module provide eight access control inputs capable of voltage or dry contact activation and outputs programmable for failsafe / failsecure operation at either 12 or 24 VDC and controlled by the integrated fire alarm interface circuit on the FPO. D8 module provides eight auxiliary class II outputs and each output is configurable for 12 or 24VDC operation.

MCLASS enclosures are painted steel with removable backplate and include lock, two (2) keys and tamper switch.



System Features

- **FPO offline power supply**
  - 120 or 230 VAC input
  - 12 or 24 VDC outputs
  - On board Fire Alarm Interface
  - Continuous and resettable DC
- **Distributed outputs**
  - Eight auxiliary - class II at 2.5A each
  - Eight lock control - fused at 3A each
- **Expansion options**
  - Increased power, multiple voltages
  - Additional distribution outputs
  - Network monitoring and reporting
- **Lifetime Warranty**

Enclosure Features

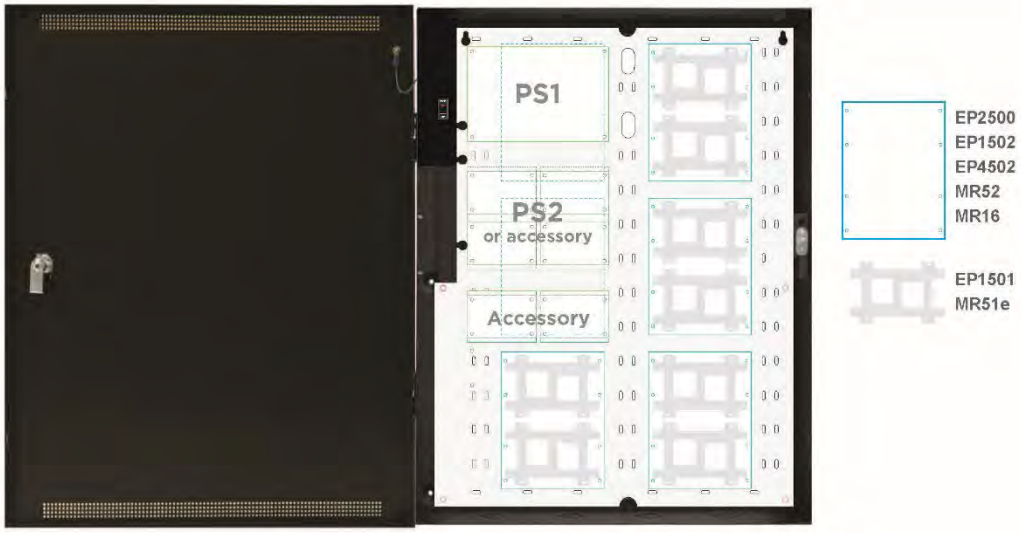
- **Labor saving design**
  - Pre-wired power section
  - Pre-punched knockouts
  - Removable backplate simplifies installs
  - Pre-defined hole pattern for power section
  - Access panels mount on threaded standoffs - no drilling required
- **Additional benefits**
  - Wire management room
  - 6.5" enclosure depth for battery sets
  - Tamper switch, lock, dual key set standard
  - Mounting hardware for access boards included

Ordering	Description
FPO150-B100C8D8PE6M	150W (12V & 24V) 8 lock / 8 aux outputs, MCLASS enclosure

Specifications

Input Power	Input 120/230 VAC 50/60 Hz | 170 Watts (1.41 Amps) Overload and short circuit protection Over temperature protection Polarized AC power supply disconnect
Output Power	4A@12V and 4A@24V DC, 150W maximum combined output power Outputs: Continuous (DC1) Resettable DC2 8 auxiliary outputs, class II rated at 2.5 Amps per output 8 control outputs, fused at 3A each 120 mV output voltage ripple System Efficiency: 88% | System BTU Rating: 66 BTU/Hr
Battery Charging	Independent built-in 2A charger for sealed lead acid or gel type batteries Microprocessor dual rate charging of 12 or 24 V battery sets Charges up to 80Ah battery sets within UL limit Automatic switchover to standby battery when AC fails Zero voltage drop when switched over to battery backup
Supervision	AC Fail (form "C" contacts) System Fault (form "C" contacts) may be triggered by low/no battery, short to earth ground, power supply failure or blown fuse
Visual Indicators	AC input, DC1 and DC2 output System fault | AC fault | Short to earth ground | Reverse battery polarity Fire Alarm Input activated B100: DC input, output and fault C8: DC outputs and fault D8P: DC outputs
Regulatory Compliance **Mercury/LSP** **Joint Listing**	UL294, UL603, UL1076, ULC S318, ULC S319 CSA C22.2 #107.1, CSA 22.2 #60950 CSFM / FCC Part 15, Subpart B CE
Enclosure Dimensions	Size: 30.00H x 23.00W x 6.50D in. (76.00 x 59.00 x 16.50 cm) | Weight: 45 lbs.
Access Panel Mounting	LP1501, LP1502, LP4502, EP2500, MR50, MR51e, MR52, MR16, LNL-500, 1100, 1200, 1300, 1320, 2000, 2210, 2220, 3300

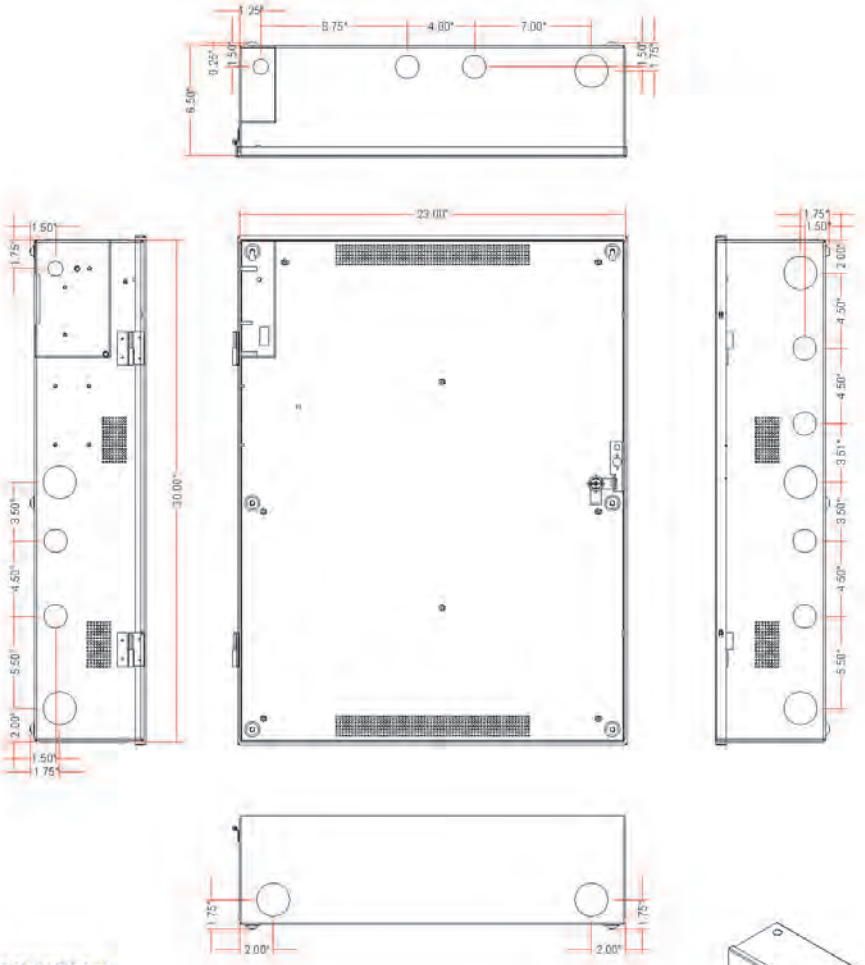
E6M Mercury Mounting Pattern



Enclosure Features

- **Custom Backplate**
  - *Light weight aluminum with AC and battery slots to protect cables*
  - *LSP pre-wired power modules reduce installation time*
  - *Vertical Mercury pattern for maximum design flexibility*
  - *Wide wire management channels for panduit or tye wrap*
- **E6 Enclosure**
  - *Protected AC cover with on/off circuit breaker for maintenance safety*
  - *Pre-drilled mounting holes for field upgrades*
  - *Deeper 6.5" cabinet accommodates large battery sets*
  - *Removable door with "fast disconnect" ground strap*
  - *Multiple knockouts all four sides*

E6 Enclosure Dimensions (H x W x D)
30.00" x 23.00" x 6.50" (76 x 58 x 16.5 cm)



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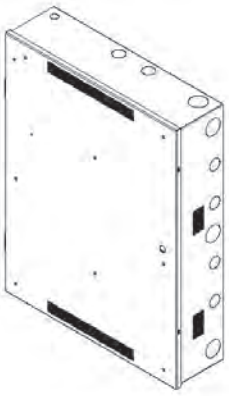
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P01-870A 06/22

LifeSafety Power
10027 S. 51st Street, Suite 102
Phoenix, AZ 85044 USA



SIEMENS

PROPOSAL
Town of Addison - Maintenance

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
TOWN OF ADDISON

DELIVERED ON
April 10, 2025

SMART BUILDINGS

Transforming the Everyday



SIEMENS

Contact Information

Proposal #:	9681876
Date:	April 10, 2025

Sales Executive:	James Holden
Branch Address:	5800 Granite Parkway, Suite 600 Plano, TX 75024
Telephone:	214-507-9462
Email Address:	james.holden@siemens.com

Customer Contact:	Mr. Bill Hawley
Customer:	TOWN OF ADDISON
Address:	5300 BELT LINE RD
	DALLAS TX 75254-7606
Services shall be provided at:	16801 Westgrove Drive Addison, TX 75001
	15650 Addison Rd Addison, TX 75001

SIEMENS

Executive Summary

Service Solution
This agreement is specifically designed for the TOWN OF ADDISON. The items listed here will assist you in maintaining an effective, functioning system for your system.

Services Features & Benefits Include:

Annual Software Maintenance - This is an annual fee based on the number of access readers on your system and includes:

- Prioritized integrator support requests
- Online self-help tools & case management
- Premium live chat & phone support
- Access to all software releases & hotfixes
- New 3rd party integrations as they are released
- See Genetec attachment for more information

Labor ONLY Support - Siemens will provide labor support for improper system operating issues. Any system components will be billed as they occur seperately.

Discounted Service Rates - As an annual service agreement client, Prime Data Centers will be eligible for our preferred service rates (See Work Authorization Rates)

Siemens Capabilities & Customer Commitment

Work Authorization Rates & Terms

Contract Customers	*Monday-Friday 8-5*	*Overtime*	*Sundays/Holidays*
Security Technicians	*20% off MSRP*	*20% off MSRP*	*20% off MSRP*

Please note: Rates effective 1/1/2025. (Rates are subject to change.)
- A trip charge will be added to all service calls; $120 - contract customers, $145 - non-contract customers.
- Parts will be charged at the standard published rate for non-contract customers and at the discounted rate for contract customers.
- An On-site Support Fee of $50.00 will be charged on any service call with installed or replaced parts. (Includes welding supplies, safety equipment, cleaning materials and other assorted items)

SIEMENS

- Paying by credit card, please email siramcollectionsteam.us@siemens.com
- Paying by phone, please call (216) 332-7362 and provide payment details
- Non-Contract Customer Billing Rates: Remote service order resolved under 2-hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 4-hour, minimum billing 4 hours, resolved in greater than 4 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 4 hours or actual time if over 4 hours.

- Contract Customer Billing Rates: Remote service order resolved under 2 hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 2-hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 2 hours or actual time if over 2 hours.

SIEMENS

Terms and Conditions

Terms and Conditions (Click to download)
Terms & Conditions (www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

SIEMENS

Agreement Terms for Investments

Services shall be provided at:

15650 Addison Rd Addison, TX 75001

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning July 1, 2025. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2025 - Jun 30,2026	Annually (In Advance)	$4,500.00
2	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$4,800.00
3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$5,200.00

Multi-Period Investment Total	$14,500.00*

Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal is firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).

SIEMENS

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2025 - Jun 30,2026	Annually (In Advance)	$4,500.00
2	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$4,800.00
3	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$5,200.00

Proposed by:

Siemens Industry, Inc.

Company

James Holden

Name

9681876

Proposal #

$14,500.00

Proposal Amount

April 10, 2025

Date

Accepted by:

TOWN OF ADDISON

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Genetec Advantage

A comprehensive maintenance package that includes software upgrades, premium support, and system monitoring.

Increase the value of your security investment with automatic software upgrades so that your system always has the latest release. Get new system capabilities like improved performance and usability, security updates, and expanded third-party integrations.

Focus your attention on your security operations rather than on the systems supporting it. With the System Availability Monitor, our integrators will keep a close watch on your system for you to quickly identify potential issues and resolve them.





Software upgrades

Protect your investment by extending the longevity of your system with each new software release. Benefits from software upgrades to both minor and major releases include:

- Cutting edge features that leverage the latest evolutions in security systems technology and can enable new use cases, provide new insights, and decrease operational costs
- Usability improvements that help system administrators be more efficient in configuring and using the software
- Performance improvements so that you can get the most out of hardware investments
- Security improvements to make sure your system stays compliant with evolving security requirements and follow security best practices
- New third-party integrations to increase your security ecosystem

Premium support

Give your system integrator the edge with live assistance to Genetec™ Technical Support:

- Get phone and chat support during business hours
- Prioritized support requests for faster response times
- Access to our collaborative support model where interactive transfers are completed from front-line technicians to product support specialists to streamline the case's resolution
- Faster resolutions for complex issues with in-depth troubleshooting from our advanced product experts
- Multiple support languages are available
- Immediate access to available hotfixes
- Open an unlimited number of cases, which are tracked through the Genetec portal

With Genetec Advantage, you'll have access to optional services to fit your needs:

- Access to round-the-clock support with the 24/7 option
- Access to a dedicated engineer, part-time or full-time, with the dedicated support option
- Access to Genetec Professional Services for customized knowledge-based services for our clients





System Availability Monitor

With Genetec Advantage, your system integrator can access the Genetec System Availability Monitor anytime through our intuitive web-based interface:

Remotely monitor your system with real-time statistics on system uptime, mean-time-to-recovery, and downtime

Identify potential issues by inspecting raised alarms, and take action before they come to life

Self-service training and learning tools

Empower your operators by giving them access to the latest system knowledge, tools, and training.

Get access to the Advantage Learning Portal that provides basic operator training courses for Security Desk, helping you automate operator onboarding and training.

Get basic assistance for quick questions pertaining to Security Desk with the Operator Chat Assistance. This chat does not require any certification and will provide direct access to the Genetec support team.

Obtain a voucher for complete end user certification training, allowing a power user or IT Admin to receive training and be certified to access Genetec support by phone, chat, and GTAP.

Genetec Advantage benefits summary

Cost: Based on number of connections (camera connection, reader connection or other entity)

Duration: 1 - 5 Year terms

Online self-help tools	✓	**Collaborative support model***	✓
Basic operator onboarding courses on the LMS	✓	**Comprehensive service levels**	✓
Online support case management	✓	**Software warranty updates**	✓
General technical assistance	✓	**Software releases and hotfixes**	✓
Real-time support	✓	**System availability monitor**	✓
Advanced troubleshooting	✓	**Optional advanced support**	24/7 Support ** / Client Care**
Premium live chat and phone support	✓	**Access to Professional Services**	Field Engineering** Deployment Project Management**
Operator chat assistance	✓		

* Knowledge interactive transfers from front-line technicians to product support specialists as needed to streamline case resolution.
** Optional with Genetec™ Advantage.

Genetec Inc.
genetec.com/locations
info@genetec.com
@genetec

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Signature:

Email: mark.houghteling@siemens.com

City Council Regular Meeting **5. a.**

Meeting Date: 04/22/2025

Department: Parks & Recreation

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on an Ordinance approving the 2025 Standards of Care for the Town's youth recreation programs.

BACKGROUND:

Council approval is requested for an Ordinance adopting the Standards of Care for all Town of Addison Parks and Recreation Department youth programs for children ages 5 -13, as required annually per Section 42.041 (b)(14) of the Texas Human Resources Code. For the Town of Addison, this includes - but is not limited to - the summer camp program, spring break camp, fall camps and winter camps, all held at the Addison Athletic Club.

The Texas Human Resources Code provides minimum standards for operating youth programs, including guidelines for hiring program staff, enrollment guidelines, discipline, health, safety, and more. The Code also addresses providing activities that promote emotional, social, and mental growth as well as programming. The Town not only complies with the minimum standards outlined in the Texas Human Resources Code but exceeds some of the established standards, including:

- Cleaning and sanitation.
- Video monitoring throughout the facility and in all childcare areas.
- Day camp restroom policy requires campers to use individual changing rooms. This prevents campers from utilizing the locker rooms. This policy also requires campers changing into swimsuits to use the individual changing rooms or outdoor pool restrooms prior to the outdoor pool being open to the public.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Administration recommends approval.

Attachments

Presentation - 2025 Standards of Care

Ordinance - 2025 Standards of Care

2025 Standards of Care for Youth Recreation Programs

April 22, 2025

Pat White, Assistant Director of Recreation

Purpose



Establish minimum standards of care for elementary age (5-13) recreation programs operated by Town of Addison Recreation Department.

- As required by the State of Texas Human Resource Code.
- Must be approved by ordinance annually.
- Requires a public hearing.

Note: The Parks & Recreation Department also has policies and guidelines that exceed minimum standards where applicable.

Overview



Implementation
Standards of Care are adopted by Council and implemented by staff.

- Director of Parks & Recreation, Janna Tidwell
- Assistant Director of Recreation, Pat White
- Recreation Program Manager, Deena Israel
- Recreation Coordinator Daisy Gray
- Seasonal Recreation Camp Counselors

Background Checks
Criminal background checks are required for all staff.

Transparency
Adoption requires a public hearing. Standards are available for public review at the Addison Athletic Club.

Overview

Oversight

Monthly Inspections
Written reports confirm standards compliance





Visual Inspections
Summer Camp: Done a minimum of twice during schedule

Complaint Handling
Coordinator addresses and documents all issues





Resolution
All deficiencies forwarded to Assistant Director

Overview

Enrollment Requirements

AAC Members and Guests of Members
Contact information to include:
Name, Address, Parents' Phone Numbers

Authorized Pickups
Name and numbers of people allowed to pickup child.

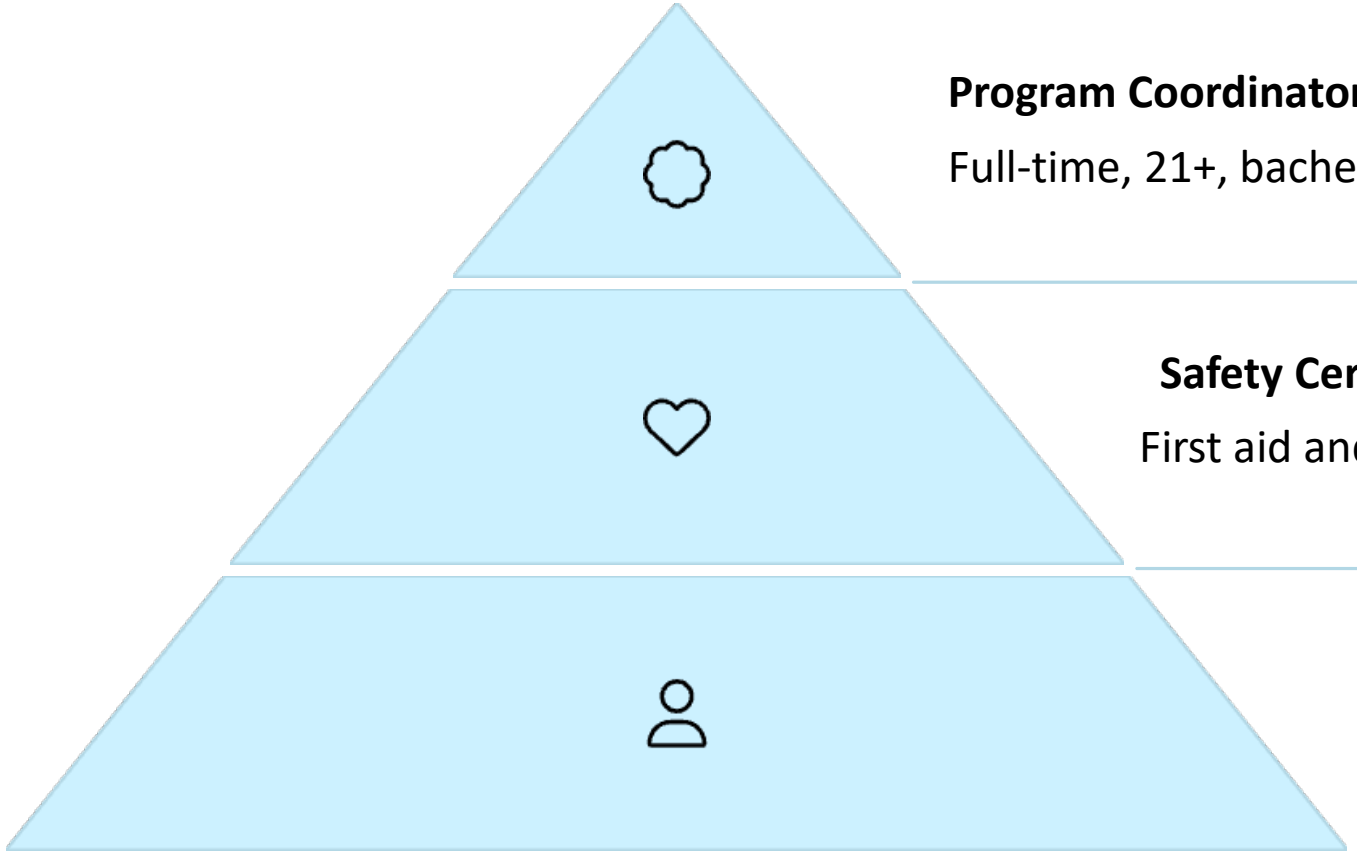
Health Records
Physician statement, immunization records, special needs.

Legal Documents
Residency proof, guardianship, liability waiver and release.



Overview

Staff Qualifications



Program Coordinator

Full-time, 21+, bachelor's degree, two years of experience

Safety Certification

First aid and CPR certification required

Seasonal Camp Counselors

18+, background check, drug testing

Overview



Program Operations

Staff Ratio

15 Participants : 1 Staff*

Behavior Expectations

Well-Communicated, Consistent, Redirection

Activities

Age-Appropriate, Indoor/Outdoor Balance

Communication

Emergency numbers posted, Counselors have cell phones available for emergency use.

*Exceeds minimum requirements

Overview

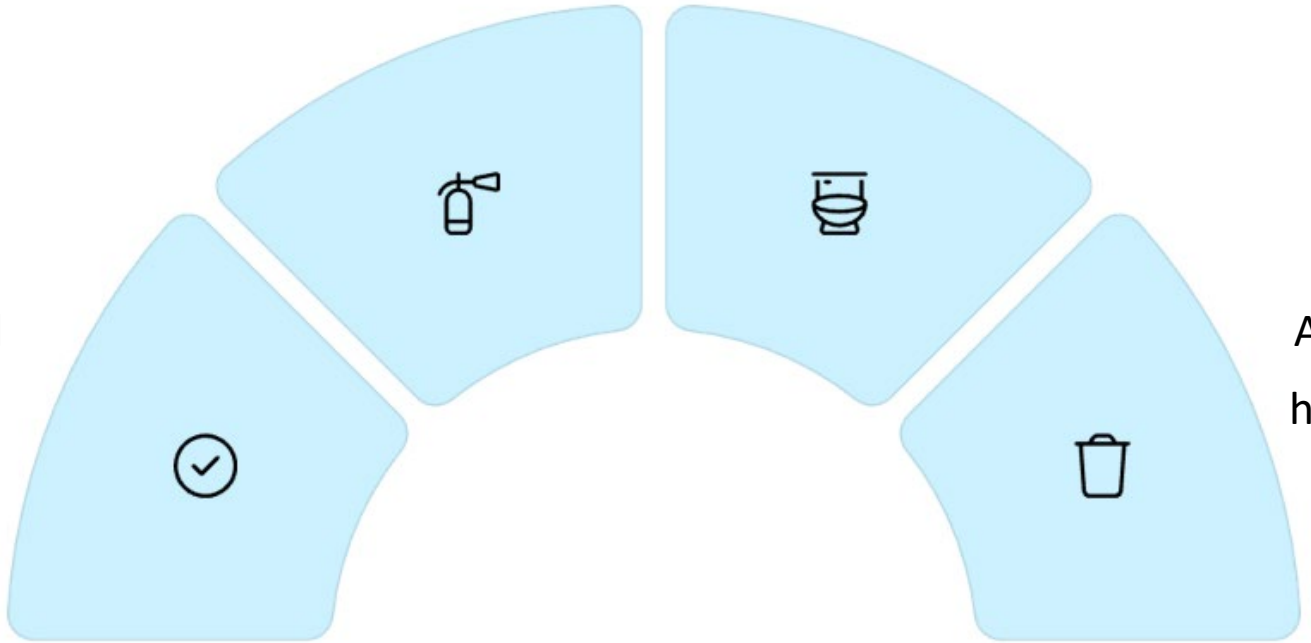
Facility Standards

Fire Safety

Annual inspections, extinguishers, regular drills

Toilet & Changing Facilities

Accessible, designated facilities, supervised as needed



Daily Inspections

Staff check for sanitation and safety concerns

Sanitation

Adequate light, ventilation, heat, daily garbage removal

Overview

Health and Safety Protocols

Illness Prevention
Establishment of guidance on admittance around health concerns and Communicable disease protocols.

Medication Administration
Limited to epinephrine pens and asthma inhalers, Requires authorization.

Emergency Response
Plans for emergency situations are developed and followed.

Transportation Safety
Senior staff are drivers, permission forms required and first aid supplies travel with group.

Overview

Summer Camp 2025 Expansion

Improve Level of Service of Addison Summer Camp:

- Strengthen experience, qualifications, training & staff / camper ratio requirements of staff.
  - Added Seasonal Head Counselor Position
  - Increased job description requirements
- Offer age group specific camp groups, activities and increase maximum camp participant numbers.
  - Age Group 6-9
  - Age Group 10-12



Questions

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS APPROVING 2025 STANDARDS OF CARE FOR THE TOWN OF ADDISON'S YOUTH RECREATION PROGRAMS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is a home rule municipality pursuant to article 11, section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City operates youth recreation programs for children, including programs for elementary age children (ages 5 through 13); and

WHEREAS, section 42.04l(b)(14) of the Texas Human Resources Code, the City is not required to obtain a license from the Department of Family and Protective Services to operate an elementary-age (ages 5 through 13) youth recreation programs (herein the "Programs") provided that the governing body of the City annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, section 42.041(b)(14) of the Texas Human Resources Code requires that the standards of care adopted by the City are provided to the parents of each program participant and that the standards of care include: staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; and

WHEREAS, the City Council finds that a public hearing was held prior to the adoption of this ordinance.

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

SECTION 1. In accordance with section 42.041(b)(14) of the Texas Human Resources Code, the City Council hereby adopts the 2025 Standards of Care for the elementary-age youth recreation programs operated by the Town of Addison, a copy of which is attached hereto as **Exhibit "A"** and incorporated by reference as if fully set out herein.

SECTION 2. The City's Programs shall be administered by the Parks and Recreation Department and be operated in accordance with the Standards of Care set forth in **Exhibit A**. Notwithstanding, the Director of Parks and Recreation shall be authorized to issue rules for the Programs that are more restrictive than the adopted Standards of Care; provided, that the Director

provides notice of such rules to the parents of participants in the same manner as required for the Standards of Care.

SECTION 3. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 4. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ***22nd*** day of ***APRIL 2025***.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

EXHIBIT A
TO ORDINANCE NO. _____

2025 STANDARDS OF CARE
FOR ELEMENTARY AGE (5 – 13) YOUTH RECREATION PROGRAMS

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth herein are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the Town of Addison Recreation Department, including, without limitation, any summer camp program and any school break program. The Programs are not licensed by the State of Texas and shall not be advertised as a child-care facility.

GENERAL ADMINISTRATION

1. Organization.

   A. The governing body of the Youth Programs is the City Council of the Town of Addison, Texas.

   B. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department or his or her designee and Department employees.

   C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program and School Break Program.

   D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.

   E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.

   F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:

      (1) a felony or a misdemeanor classified as an offense against a person

or family member;

(2) a felony or misdemeanor classified as public indecency;

(3) any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;

(4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

(5) any offense involving moral turpitude;

(6) any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

2. Definitions. For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

A. *City* means the Town of Addison, Texas.

B. *City Council* means the City Council of the City.

C. *Department* means the Recreation Department of the City.

D. *Director* means the Parks and Recreation Department of the City or their designee.

E. *Staff* means people who have been hired to work for the Town of Addison and have been assigned responsibility for managing, administering, or implementing some portion of a Program.

F. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.

G. *Participant* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Programs* means all (and *Program* means any of the) elementary age (ages 5 through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (*Summer Camp* Program) and the City School Break Camp Program (*School Break Program*).

I. *Program Coordinator or Coordinator* means a full-time Department employee who is a recreation supervisor and has been assigned administrative responsibility for the Programs.

J. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program. Developed by the Program Coordinator.

K. *Program Site* means area and facilities where a Program is held, consisting of the Addison Athletic Club, 3900 Beltway Drive, Addison, Texas 75001.

L. *Program Camp Counselor* or *Counselor* means a Department part-time or seasonal employee who has been assigned responsibility by the Assistant Director of Recreation to implement the City's Summer and School Camp Program.

M. *Assistant Director of Recreation* means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.

3. Inspections/Monitoring/Enforcement.

A. A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are being adhered to.

(1) Each monthly inspection report will be sent by the Program Coordinator to the Assistant Director of Recreation for review and kept on record in accordance with the City's records retention policy.

(2) The Assistant Director of Recreation will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

B. The Assistant Director of Recreation will make visual inspections of the Programs based on the following schedule:

(1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.

(2) The School Break Camp Program will be inspected at least once during the School Break Camp Program schedule.

(3) Each other Program will be inspected at least once each week during the schedule for the Program.

C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Assistant Director of Recreation, with the complaint and the resolution noted.

4. Enrollment. Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

A. name, address, home telephone number;

B. name and address of parent(s) and telephone number(s) and email address during Program hours;

C. the names and telephone numbers of people to whom the child can be released;

D. a statement of the child's physical health, including a physician's signed statement and current immunization (shot) records, detailing any special problems or needs of the child;

E. proof of residency within the City when appropriate; and

F. a fully executed liability waiver and release.

5. Suspected Abuse.

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Assistant Director of Recreation. The Assistant Director of Recreation will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is

punishable by fines up to $1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

1. Program Coordinator Qualifications.

   A. The Coordinator will be a full-time, professional employee of the Department.

   B. The Coordinator must be at least 21 years old

   C. The Coordinator must have received a bachelor's degree from an accredited college or university. Acceptable degrees include:

      (1) Recreation Administration or General Recreation;

      (2) Physical Education; and

      (3) Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.

   D. The Coordinator must have at least two years experience planning and implementing recreational activities.

   E. The Coordinator must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

   F. The Coordinator must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

2. Coordinator's Responsibilities.

   A. The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

   B. The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.

   C. The Coordinator is responsible to plan, implement, and evaluate Programs.

3. Program Summer Camp Counselor Qualifications.

A. Counselors will be part-time or seasonal employees of the Department.

B. Counselors working with children must be age 18 or older.

C. Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Counselors must relate to children with courtesy, respect, tolerance, and patience.

E. Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.

F. Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

4. Counselor Responsibilities.

A. Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Counselors will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.

C. Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

5. Training/Orientation.

A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.

B. Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.

C. Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies.

E. Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.

F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio.

A. The standard ratio of Program participants to employees will be 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.

B. Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline.

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel, harsh or corporal punishment or treatment used a method of discipline.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.

F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming.

A. Program employees will attempt to provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program employees will attempt to provide indoor and outdoor time periods that include:

(1) alternating active and passive activities;

(2) opportunity for individual and group activities, and

(3) outdoor time each day weather permits.

C. Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.

(1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.

(2) Program employees must have a written list of the participants in the Program group and must check the roll frequently.

(3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication.

A. The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.

B. The Coordinator will post the following telephone numbers adjacent to a

telephone accessible to all Program employees:

(1) City ambulance or emergency medical services;

(2) City Police Department

(3) City Fire Department

(4) The Addison Athletic Club front desk; and

(5) Numbers at which parents may be reached.

5. Transportation.

A. Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.

B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

C. Program employees will carry a cell phone at all times.

FACILITY STANDARDS

1. Safety.

A. Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.

B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

C. Program equipment and supplies must be safe for the participants' use.

D. Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire.

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe

area.

B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Assistant Director of Recreation who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.

C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.

D. Fire drills will be initiated at Program Sites based on the following schedule:

(1) Summer Camp Program: A fire drill twice during the session.
(2) School Break Camp Program: A fire drill once during the session.
(3) Other Programs: A fire drill at least once during the session.

3. Health.

A. Illness or Injury.

(1) A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.

(2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

(3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

(4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication (limited only to an epinephrine pen (auto-injector) and an asthma inhaler) to participants only if:

(1) Parent(s) complete and sign a medication form provided by the Town (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that

provides authorization for Program employees to dispense the medication, with details as to time and dosages.

(2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

C. Toilet Facilities.

(1) The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.

(2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation.

(1) The Program facilities will have adequate light, ventilation, and heat.

(2) The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

(3) Program employees will see that garbage is removed from buildings daily.

City Council Regular Meeting **6. a.**

Meeting Date: 04/22/2025

Department: City Manager

Key Focus Areas: Economic Development and Revitalization
Mobility and Connectivity
Vibrant and Active Community

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving a Memorandum of Understanding (MOU) for the Addison Circle Area Transit Oriented Mixed-Use Development project; authorizing the City Manager to execute the MOU; and providing an effective date.

BACKGROUND:

This item will provide an in-depth overview of the Addison Circle Station Transit-Oriented Development (TOD) project, outlining the timeline, development updates, legal and zoning considerations, and next steps. As the project enters a critical stage of coordination with development partners, working through resolving site issues and refining financing tools, Council awareness and engagement remain essential.

The Addison Circle Station TOD is a long-range strategic initiative intended to transform the area surrounding the future DART Silver Line rail station into a vibrant, walkable, mixed-use urban district. The project seeks to leverage public investment in transit infrastructure to catalyze high-quality development that will diversify land use, support economic growth, and provide enhanced mobility and placemaking in Addison.

The TOD area is guided by the Addison Circle Special Area Study, which was adopted by Council in 2019 and provides a cohesive development framework built around the following goals:

- Extend the existing urban neighborhood character of Addison Circle
- Maximize access and connectivity to the DART Silver Line
- Diversify land use and economic opportunities
- Enhance public spaces and connectivity
- Promote a vibrant destination for residents, businesses, and visitors

Between 2017 and 2019, the Town of Addison initiated a visioning process to guide future development around the planned DART Silver Line station. In November 2017, the City Council authorized the development of the Addison Circle Special Area Study. A 14-member Special Project Committee was

appointed to guide the effort, which included extensive stakeholder interviews, community meetings, and Council workshops. These efforts culminated in the formal adoption of the plan in February 2019. The study identified strategic opportunities and established a vision for a vibrant, mixed-use, transit-oriented district that builds upon the existing character of Addison Circle.

From 2020 to 2022, the Town focused on identifying a development partner to bring this vision to life. In September 2020, Cushman & Wakefield was retained to assist with marketing and master developer selection. A formal Request for Proposals (RFP) was issued in April 2021, and several proposals were received. In December 2021, AMLI Residential and Stream Realty Partners submitted a joint proposal, which was selected in March 2022 as the preferred development team. On April 12, 2022, the City Council approved the initial Memorandum of Understanding (MOU), granting AMLI and Stream exclusive negotiation rights and setting the stage for detailed planning for the project.

Between 2023 and 2024, a series of MOU amendments were executed to address evolving project conditions. Amendments 2 through 4, approved between January and June 2023, focused on refining the development program, adjusting public incentives, and modifying the design of the parking garages. In October 2023, Stream Realty withdrew from the project, leading to Amendment 5, which retained AMLI as the residential developer and extended the MOU timeline to allow the Town and AMLI time to identify a new office development partner. This resulted in Amendment 6, approved in January 2024, which formalized the selection of Quadrant Investment Properties (QIP) as the new lead for the office component, replacing Stream Realty and allowing the project to move forward with a revised development team.

On April 23, 2024, the Town Council approved a zoning amendment and modification to the Planned Development (PD) district for the Transit-Oriented Development (TOD) area. This action provided the necessary entitlements to advance the updated master plan and align the zoning with the intended mixed-use development vision. However, the following day, on April 24, 2024, AMLI notified Town staff that Chicago Title had discovered a Restricted Use Covenant affecting the TOD Multi-Family Tower Parcel. This type of restriction, recorded on the plat, can limit how a parcel may be developed by regulating land use, building form, or site layout. In response, the Town engaged Benchmark Title on April 26, 2024, to conduct a detailed review of the restriction and identify potential solutions. Preliminary findings indicate that the restriction originates from Ordinance 095-032.

The Transit-Oriented Development (TOD) is guided by a clear and unified set of priorities that reflect the Town of Addison's long-term planning documents and Council's strategic goals. At the core of the vision is the creation of a vibrant, mixed-use environment that includes office, residential, hospitality, retail, and

entertainment components. Emphasis is placed on the development of high-quality public spaces such as plazas, streetscapes, and pedestrian-focused amenities. The TOD is designed to support transit through an urban form that prioritizes walkability, bicycle accessibility, and a reduction in car dependency. It also seeks to enhance regional connectivity through multi-modal transportation options and trail connections. From an economic standpoint, the development is expected to stimulate business growth, expand the Town's tax base, and generate employment opportunities. Additionally, the TOD will support strong placemaking and branding efforts that reinforce Addison's identity as a premier regional destination. Additionally, you will see in QIP's presentation, their proposal addresses the Town's priorities while preserving much of the existing streetscape and trees.

From a regional perspective, Addison Circle Station stands out as the most housing-intensive TOD node along the future DART Silver Line. With approximately 3,194 residential units projected within a half-mile radius of the station, Addison is a key anchor of transit-oriented living in the region. For comparison, Cypress Waters Station offers 1,636 units, Downtown Carrollton Station 1,287 units, and UT Dallas Station 1,221 units near the rail station. This level of residential density plays a critical role in achieving TOD goals by supporting walkability, creating a consistent customer base for local retail, and increasing ridership on public transit.

As the TOD continues to advance, several implementation tools and strategies are under consideration to support its long-term success. These may include structured public-private partnerships, the refinement of development incentives, cost participation for infrastructure, and the potential use of Tax Increment Financing (TIF) or other funding mechanisms. Collaboration with both regional agencies and private sector stakeholders will be vital to the execution of these tools. The revised development plan—led by Quadrant Investment Properties (QIP)—is expected to be brought to Council with updated site layouts, phasing timelines, and financial strategies for consideration and approval.

Looking ahead, the next steps in the project include consideration of a Memorandum of Understanding. Key points of the agreement are:

- Exclusivity Period: The Town agrees to negotiate only with Quadrant for 120 days starting in April 2025.
- No Competing Offers: During this time, Addison won't seek or entertain offers from others regarding the property.
- Cooperation: Quadrant will provide information and support for the Town's due diligence, planning, and recruitment of possible tenants.
- Non-Binding for the Project: This agreement does not commit either party to proceed with development.

The proposed development aligns with multiple strategic plans and will create a

vibrant, connected community hub that maximizes the Silver Line investment while addressing housing needs.

FISCAL IMPACT

Fiscal impact still to be determined.

RECOMMENDATION

Administration recommends approval.

Attachments

Presentation - TOD MOU
QIP Presentation - TOD MOU
Resolution - TOD MOU

Transit Oriented Development Discussion

Ashley Shroyer
Deputy City Manager
April 22, 2025

Development Framework

Feb 2019

Council adopts Addison Circle Special Area Study

Sep 2020

Cushman & Wakefield selected for marketing and developer selection

Apr 2021

RFP issued for master developer

Dec 2021

AMLI and Stream submit joint proposal

Apr 2022

Council approves initial MOU

Memorandum Of Understanding (MOU) Timeline

Initial MOU - April 2022

AMLI/Stream selected as exclusive co-developers

2nd MOU - January 2023

Refined program and project schedule

3rd MOU - April 2023

Updated schedule and public incentives

MOU Timeline

4th MOU - June 2023

Refined incentives, parking garage redesign

4

5

5th MOU - October 2023

Stream withdrew, MOU extended to January 2024

6

6th MOU - January 2024

QIP selected as new office co-developer

Previous Development Proposal



Initial RFP Response

- Multi-Family Residential (x2)
- Office Building (x2)
- Parking Garage with Ground-Floor Retail (x1)



Final MOU Proposal

- Multi-Family Residential (x2)
- Office Building (x1)
- Parking Garage (x1)
- Retail / Entertainment Node

TOD Parcel Restricted Use

Council Approval - April 23, 2024

Zoning and PD amendment approved for TOD

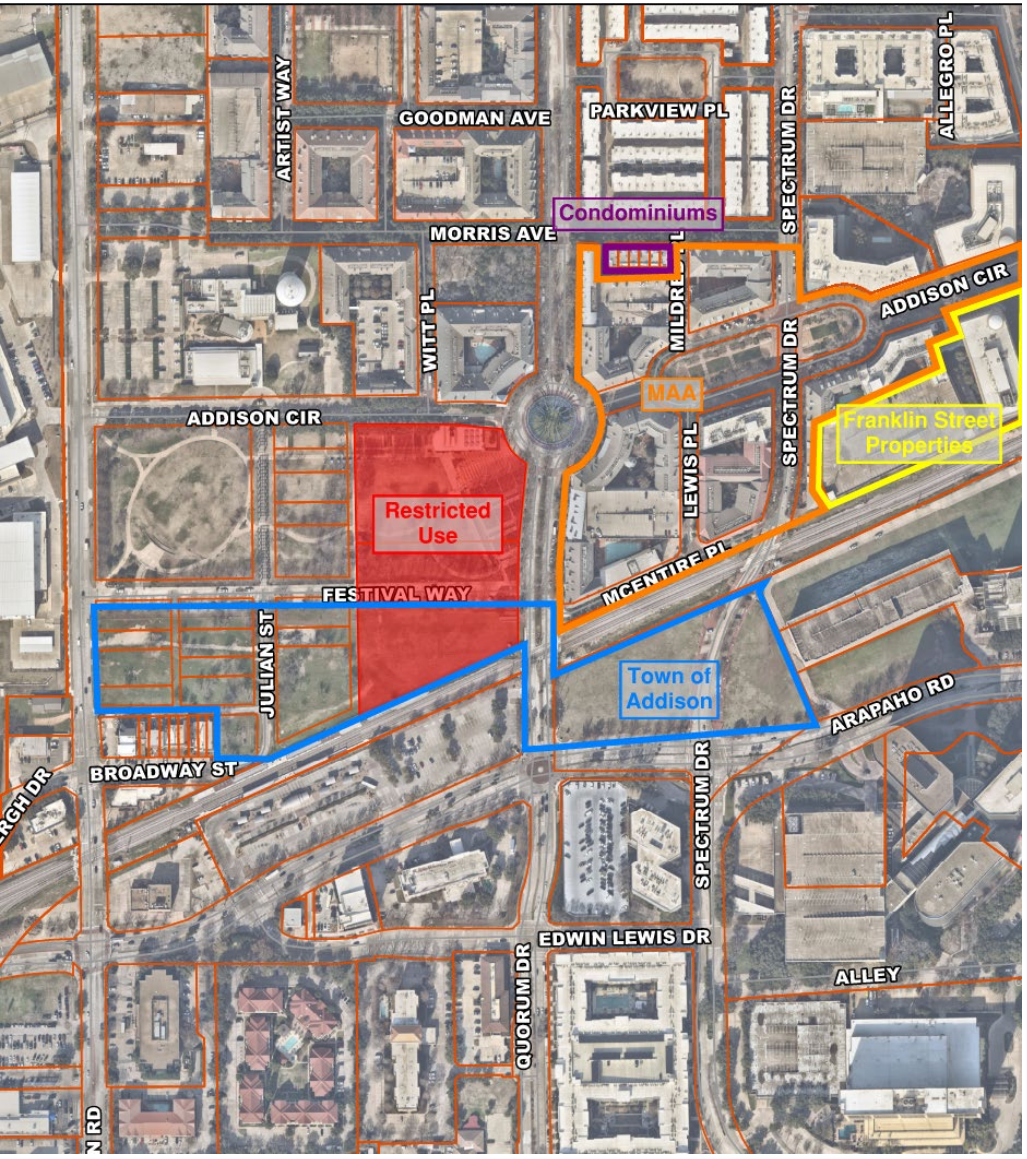
Restriction Identified - April 24, 2024

Chicago Title discovered restricted use on Tower parcel

Research Initiated - April 26, 2024

Benchmark Title engaged to research solutions

Restricted Use on TOD Tower Parcel



Definition

Specific limitations on land use in plat map that govern how the lots can be developed or used

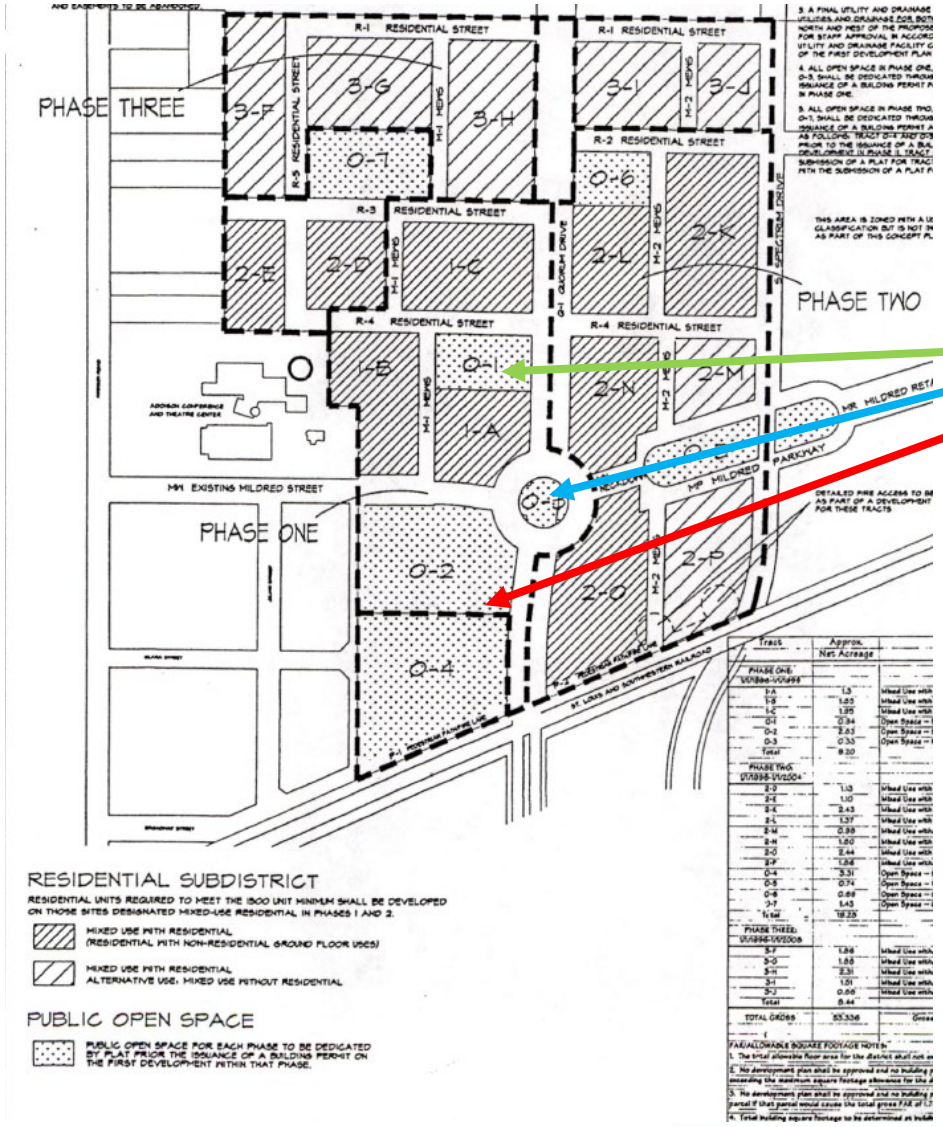
Impact

Legally binding conditions affecting development and what can be developed on the land

Challenge

Must resolve or comply before proceeding with TOD plans as submitted

Background: Ordinance 095-032



-All open space indicated on the plans shall be public. All open space shall be labeled as "public open space", (not park, rotary, etc.), and shall be labeled as O-1, O-2, etc.

-All open space, which includes the Rotary, Bosque, and Special Events tract, in Phase I shall be dedicated through a subdivision plat prior to the issuance of a building permit for the first development in Phase I.

-All open space, which includes O-2, O-7, O-6, and O-5 in Phase II shall be dedicated through a subdivision plat prior to the issuance of a building permit as required by the Ordinance and as follows: Tract O-4 and O-5 shall be dedicated by plat prior the issuance of a building permit on the first development in Phase II. O-7 shall be dedicated with the submission of a plat for Tract 2d, and O-6 shall be dedicated with the submission of a plat for Tract 2L.

PUBLIC OPEN SPACE

PUBLIC OPEN SPACE FOR EACH PHASE TO BE DEDICATED BY PLAT PRIOR THE ISSUANCE OF A BUILDING PERMIT ON THE FIRST DEVELOPMENT WITHIN THAT PHASE.

Contextual Changes Since RFP

COVID-19 Pandemic

Changed workplace behaviors

Work from home

Market Shifts

Flight to quality office space



Town Studies

Parks and Open Space Plan

Trails Master Plan

Addison Circle Vision Study

Comprehensive Plan

Quorum Placemaking Project

Economic Factors

Inflation and construction costs increased

Interest Rates

Addison Circle Special Area Study

Vision Story

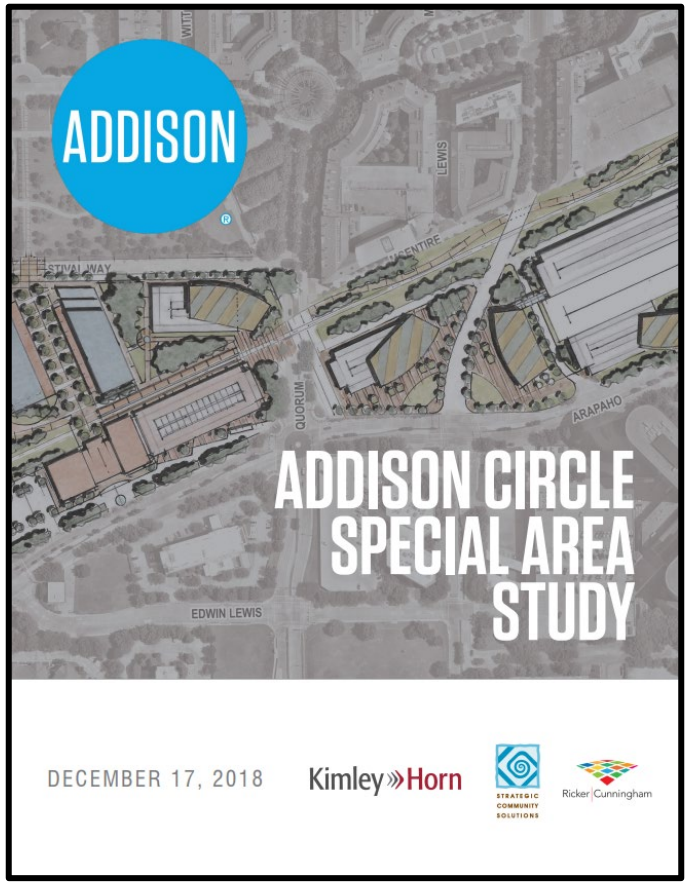
Major destination on Silver line

Live, Work, Play

Enhance Addison Circle's reputation

Economic Strength

Strengthen Town's tax base



Addison Circle Special Area Study



Council Authorization

November 2017 vision development initiated



Public Engagement

January 2018 citizen committee appointed
Stakeholder interviews, committee meetings, community input



Council Discussions

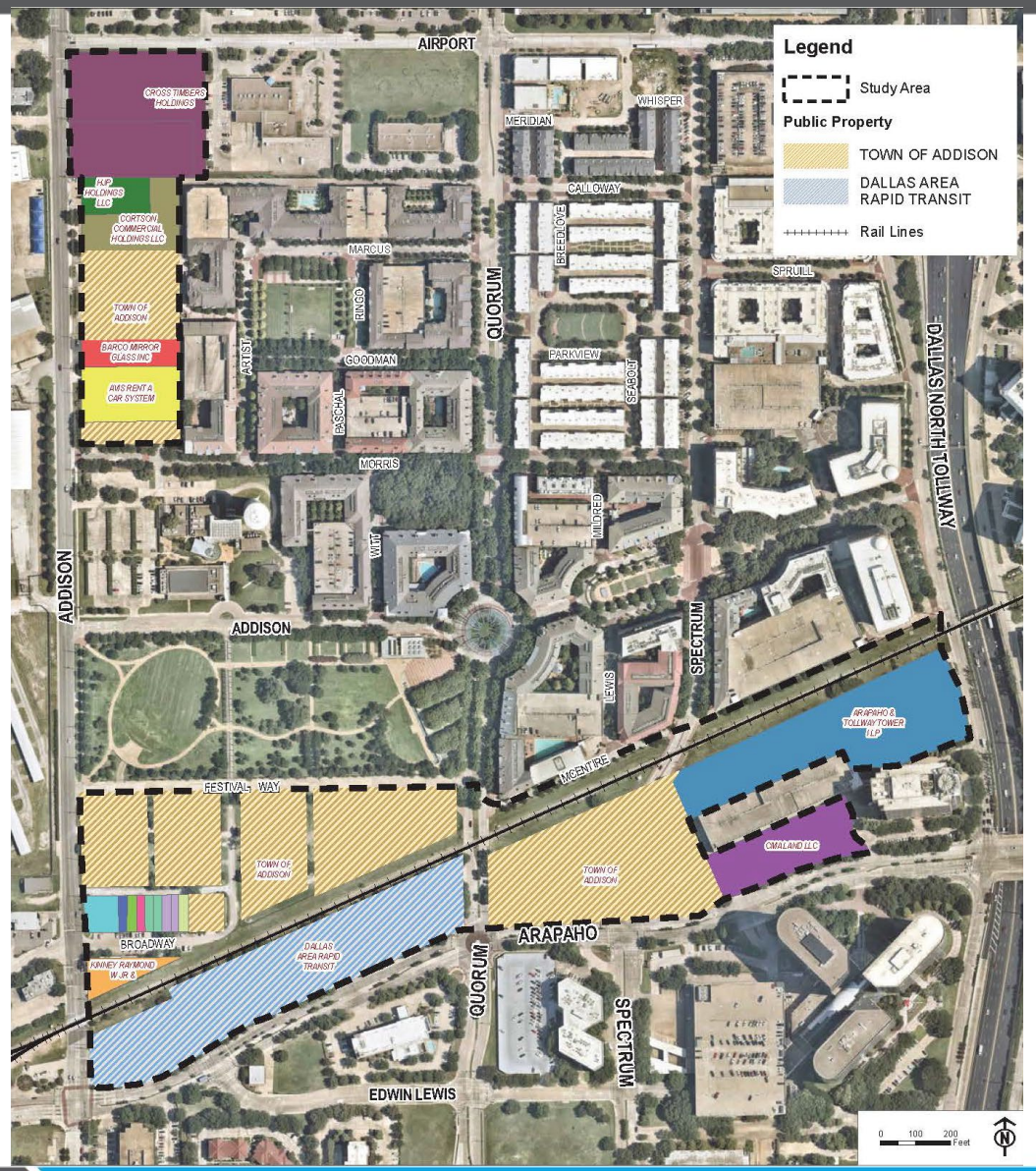
Plan presented August and November 2018



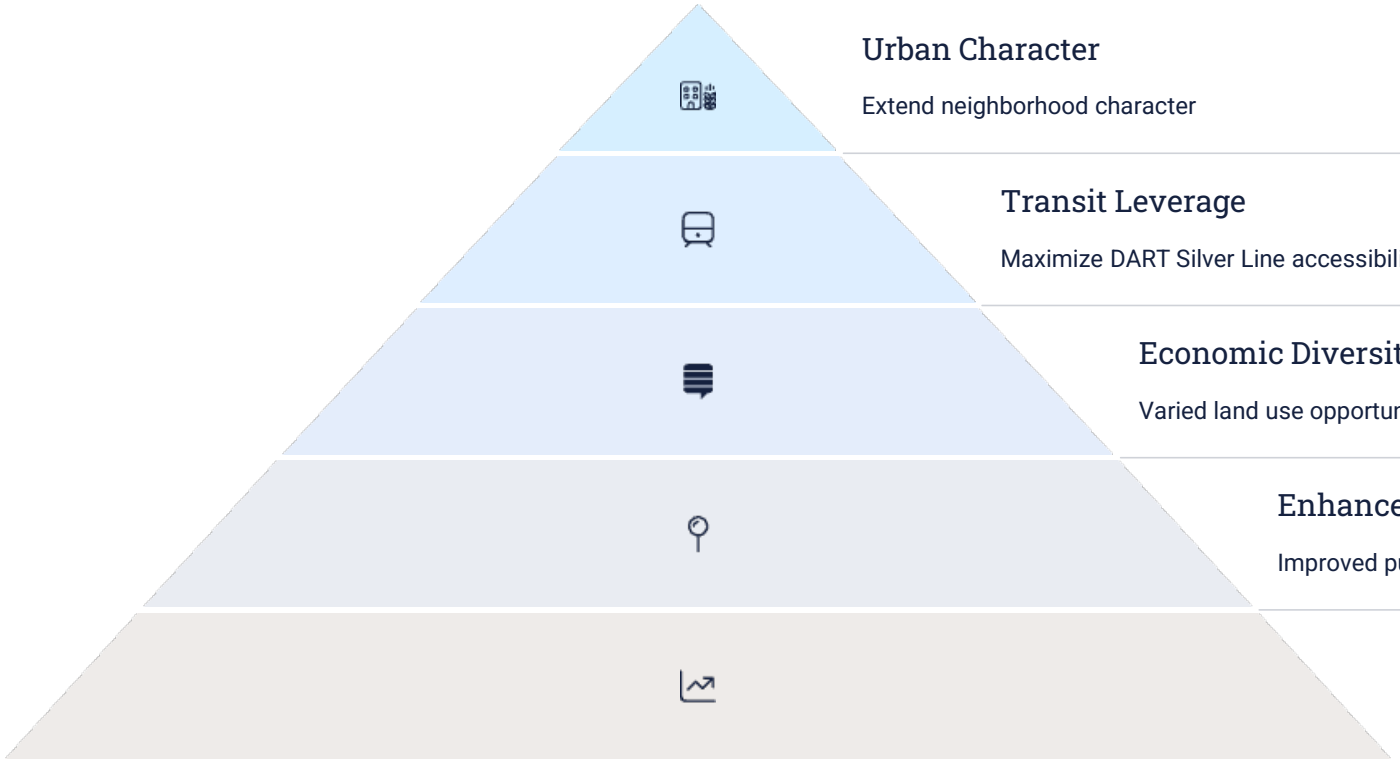
Vision Adoption

Formally adopted February 2019

Addison Circle Special Area Study



Addison Circle Special Area Study



Urban Character

Extend neighborhood character

Transit Leverage

Maximize DART Silver Line accessibility

Economic Diversity

Varied land use opportunities

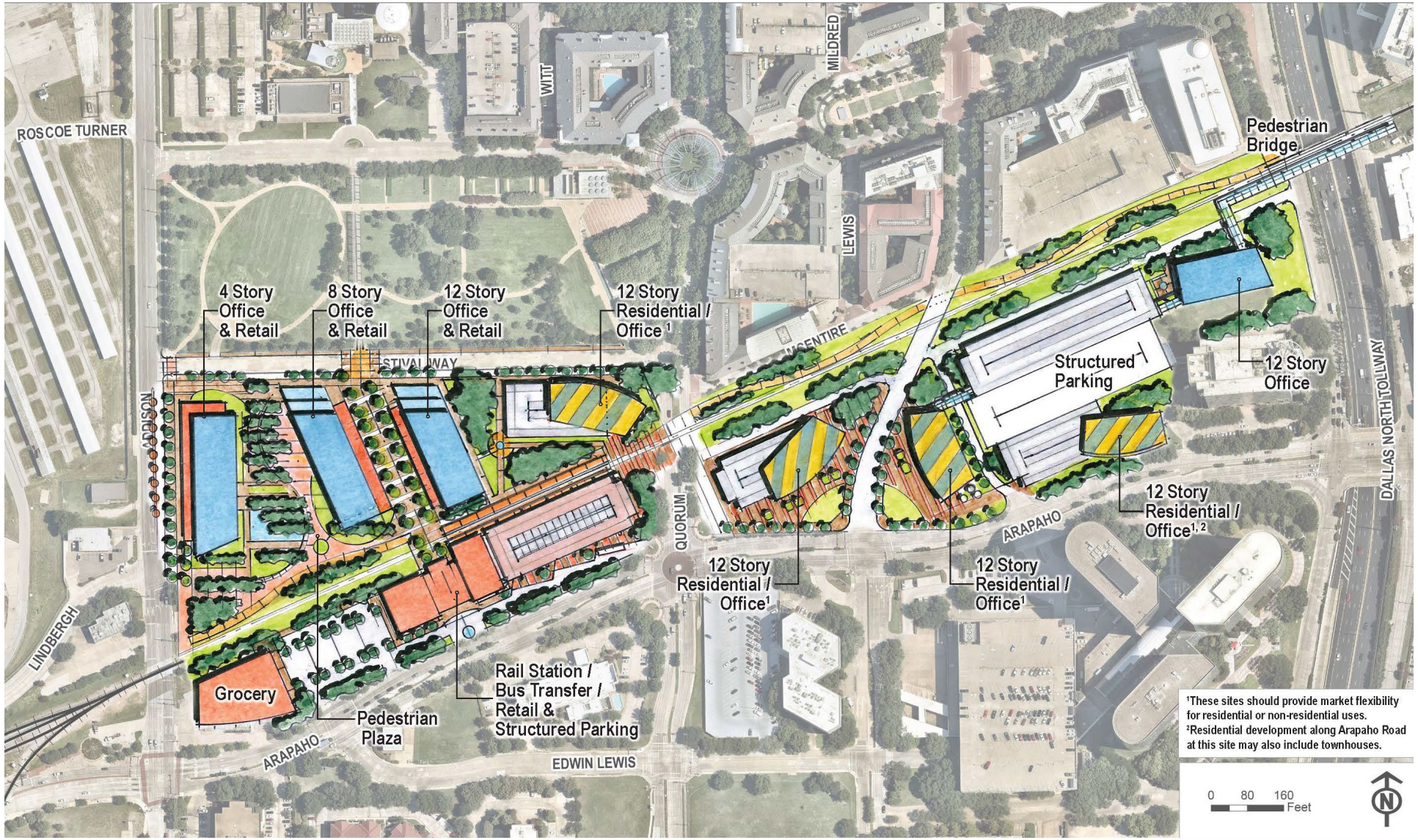
Enhanced Connectivity

Improved public spaces and access

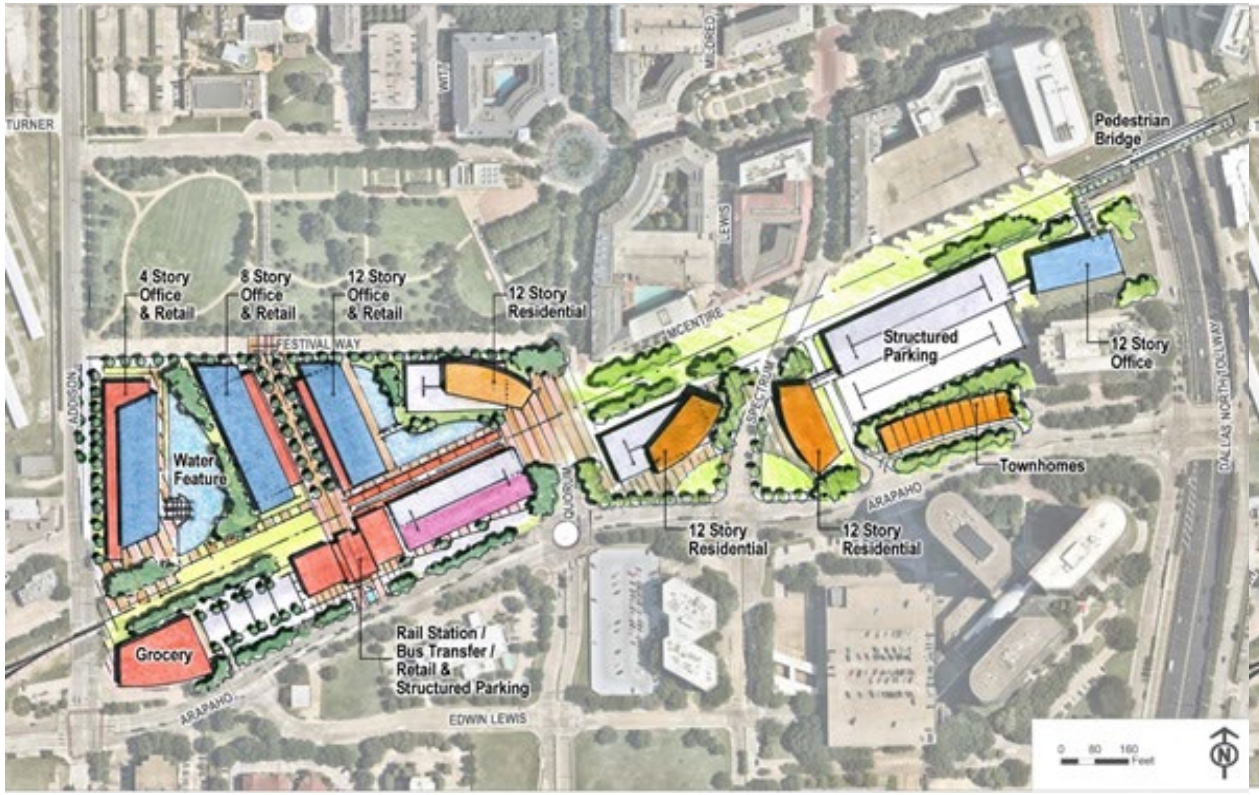
Economic Growth

Stimulate development and tourism

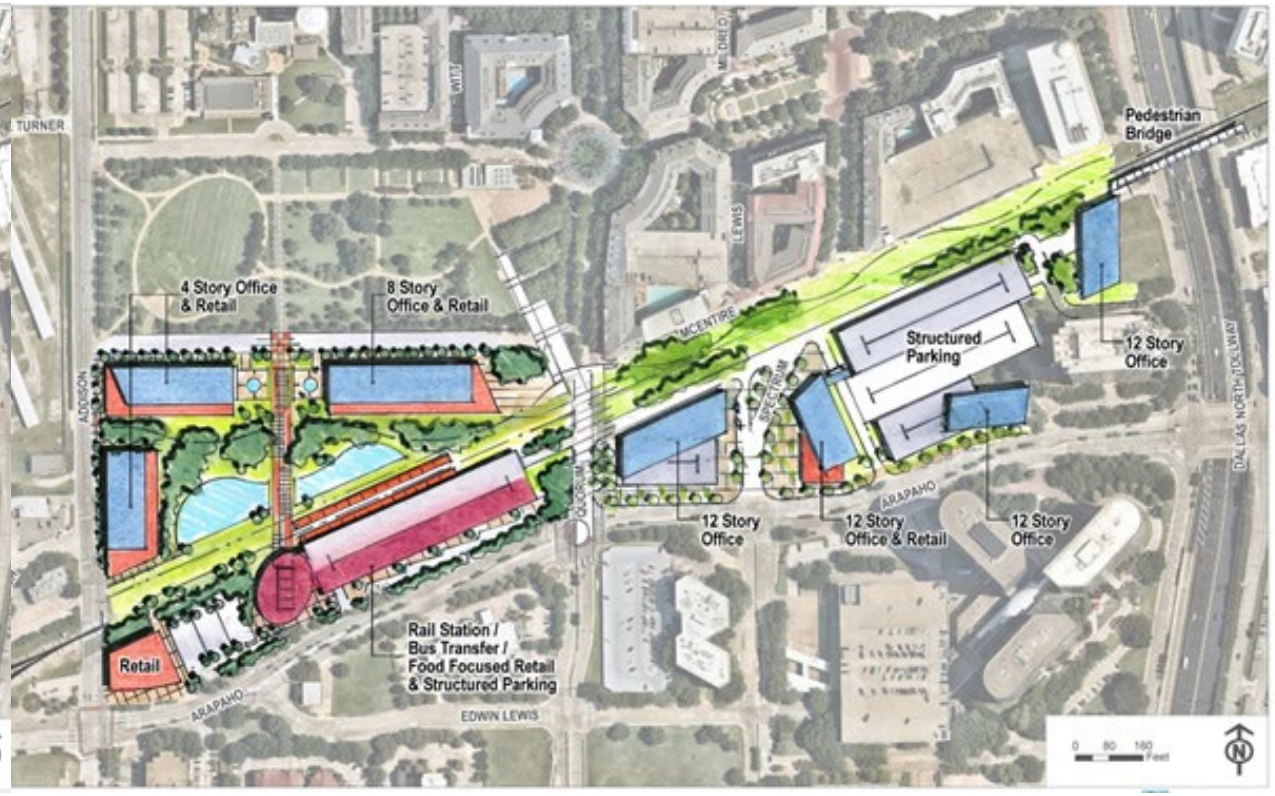
Addison Central – Preferred Development Plan



Addison Central Alternatives



Option 2 – Residential Focus



Option 3 – Food Central

Common Themes of Town Plans

Vibrant Mixed-Use

Diverse building types and functions

Boutique Hotel

Distinctive hospitality offering



Economic Vitality

Strong tax base and business growth

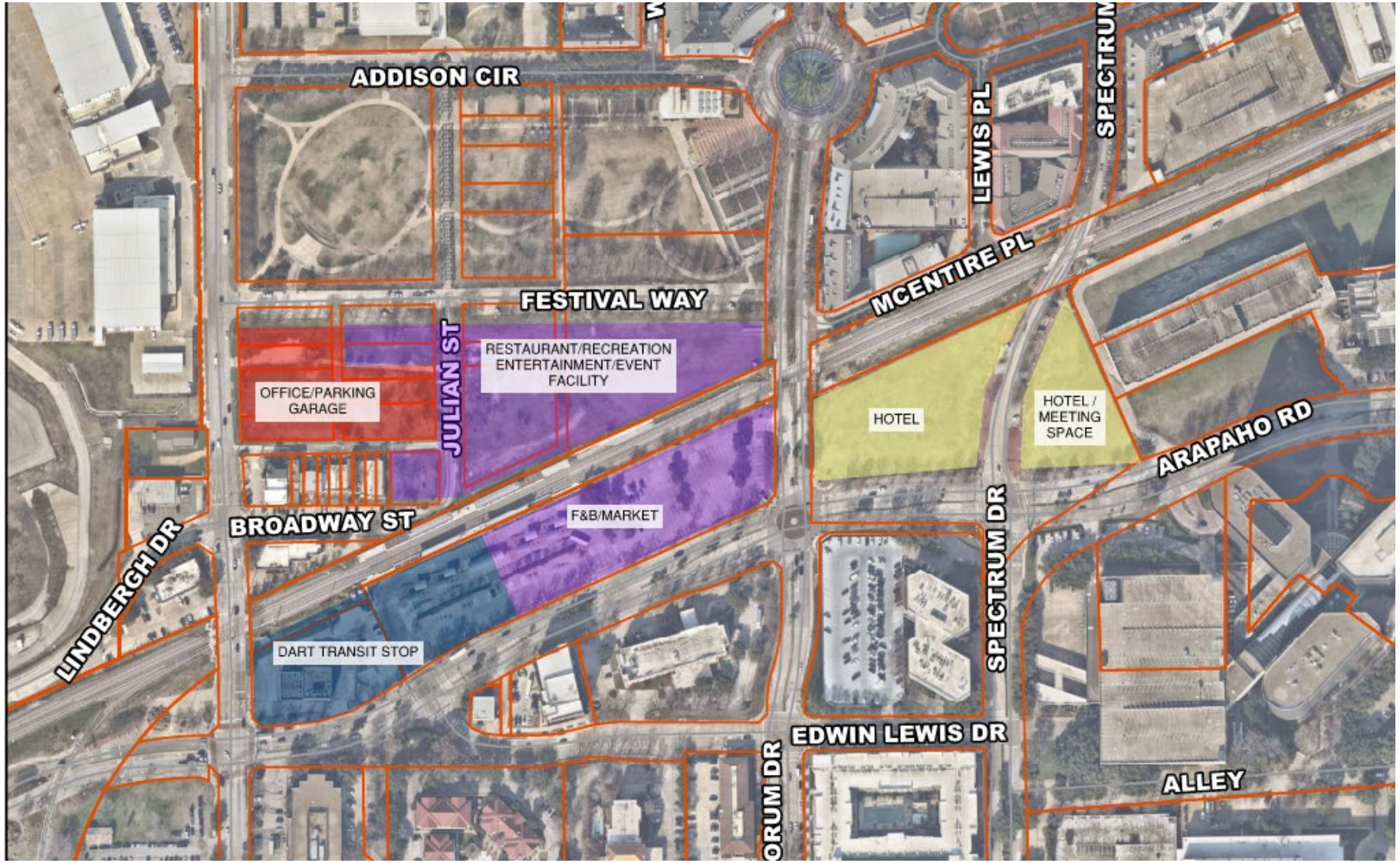
Pedestrian Design

Human-scale streets and buildings

Quality Public Space

Well-designed gathering areas

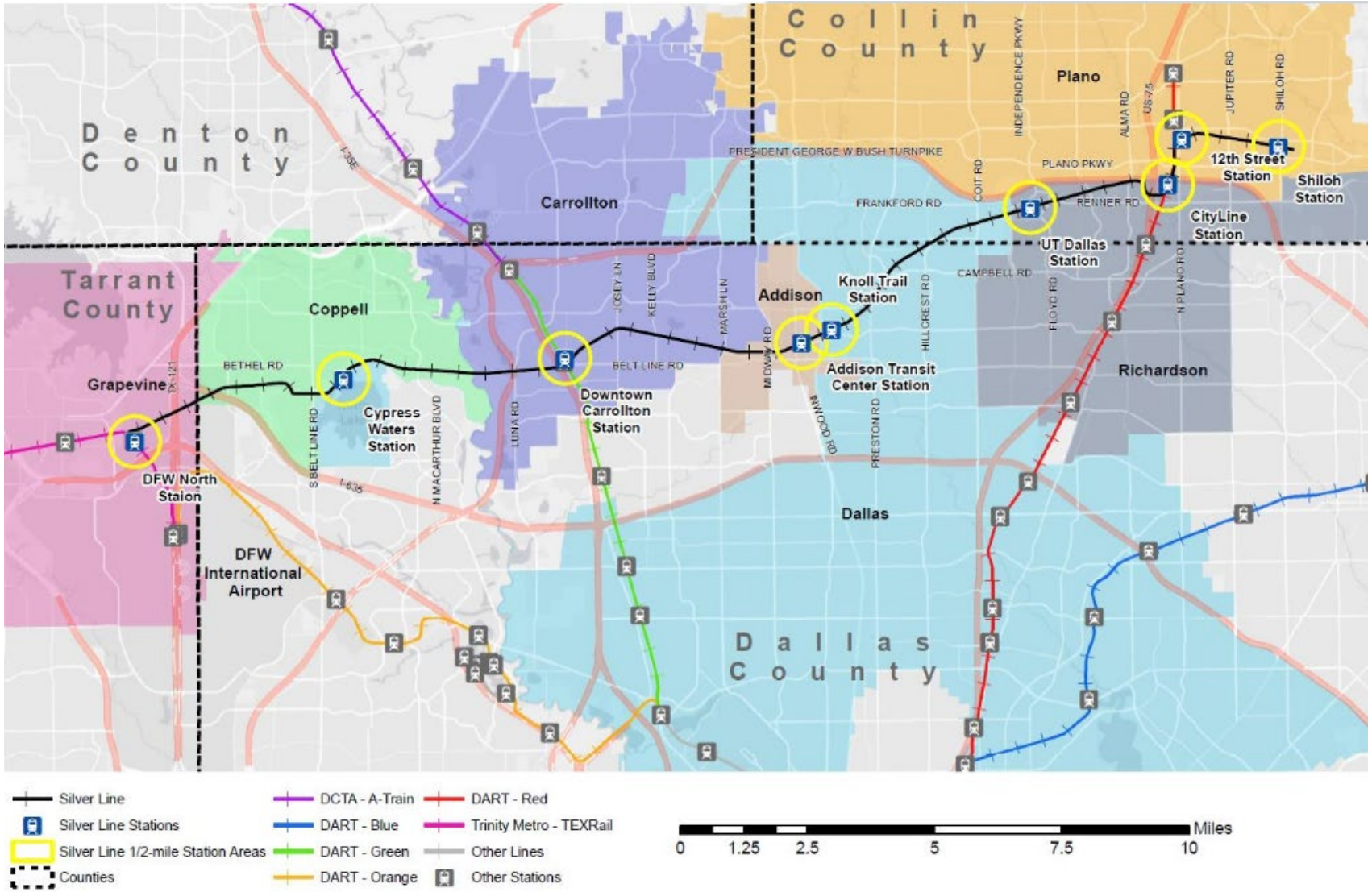
TOD


ADDISON CIR
FESTIVAL WAY
JULIAN ST
RESTAURANT/RECREATION ENTERTAINMENT/EVENT FACILITY
OFFICE/PARKING GARAGE
LEWIS PL
MCENTIRE PL
HOTEL
HOTEL / MEETING SPACE
ARAPAHO RD
SPECTRUM DR
BROADWAY ST
F&B/MARKET
LINDBERGH DR
DART TRANSIT STOP
EDWIN LEWIS DR
ALLEY

Matrix

	F&B/ Market	Hotel	Retail	Entertainment	Office
Economic Development Strategic Plan	●	●		●	●
City Council Strategic Plan		●			
Parks, Recreation and Open Space Plan	●				
Addison Circle Park Vision Plan	●		●	●	
Addison Circle Special Area Study	●	●	●	●	●
Advance Addison 2050 (Draft)	●	●			
DART TOD Policy / Guidelines		●		●	●
2024 Market Report	●	●	●	●	●

Silver Line - Housing Units



Silver Line - Housing Units

3,194

Addison Circle Station

Highest density of housing units

1,636

Cypress Waters Station

Second highest concentration

1,320

Downtown Carrollton Station

Established urban center

1,221

UT Dallas Station

Growing university-adjacent housing

Total housing unit counts obtain from North Texas Council of Governments (NCTCOG) data.

Future Redevelopment / Reinvestment

Redevelopment Catalyst

Spurs adjacent property reinvestment

Urban Character

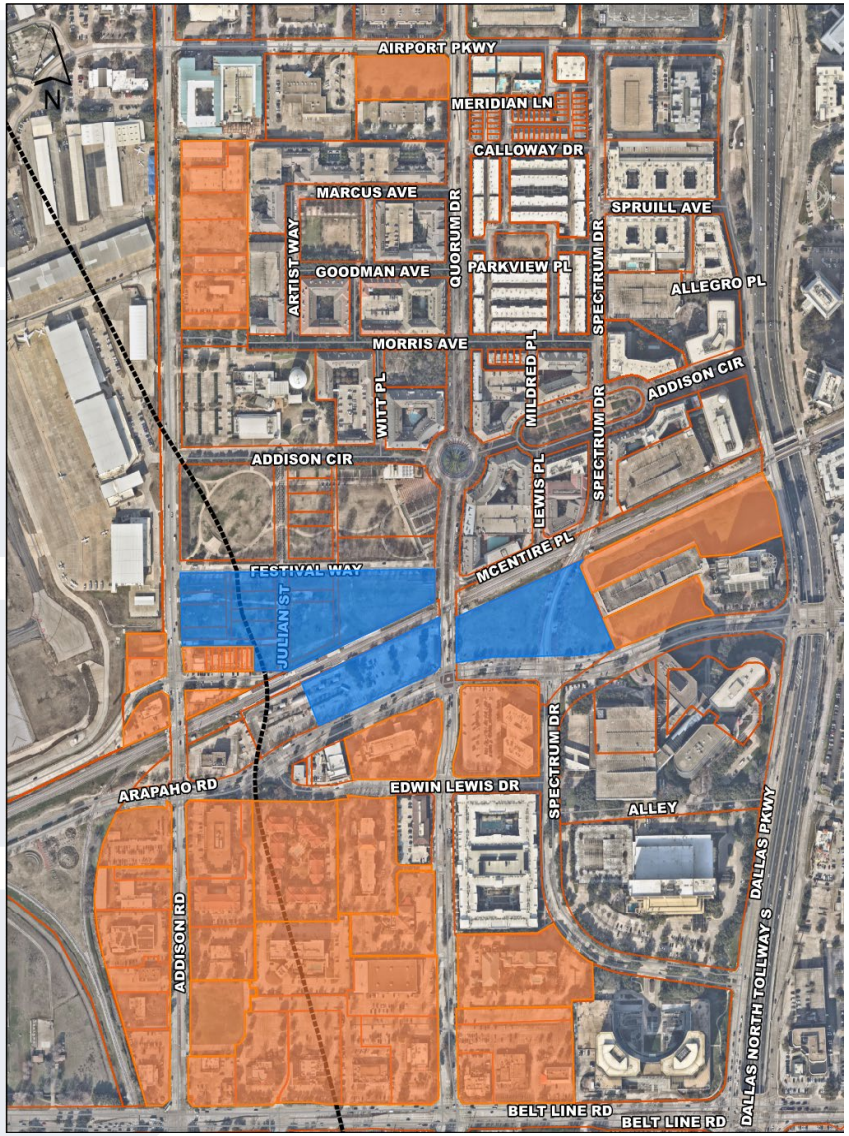
Align with and preserve Addison Circle urban design

Expanded Opportunities

Additional housing, office, retail, restaurants

Economic Impact

Increased property values and tax base



Memorandum of Understanding (MOU)

Explore the proposed QIP development on town-owned property, including a hotel, office space, parking, and entertainment uses.

- **Exclusivity Period:** The Town agrees to negotiate only with Quadrant for 120 days starting in April 2025.
- **No Competing Offers:** During this time, Addison won't seek or entertain offers from others regarding the property.
- **Cooperation:** Quadrant will provide information and support for the Town's due diligence, planning, and recruitment of possible tenants.
- **Non-Binding for the Project:** This agreement does not commit either party to proceed with development.

Recommendation

Staff recommends **approval of the MOU.**

- The proposed development aligns with multiple strategic plans and will create a vibrant, connected community hub that maximizes the Silver Line investment while addressing housing needs.
- Moving forward with the Agreement allows us to refine implementation details while maintaining momentum on this catalyst project.

Next Steps

QIP Plan & MOU

Evaluate plan against updated goals

QIP Plan Review & Financing Tools

Consider QHP, TIRZ and other funding mechanisms

Implementation Strategy

Develop timeline and benchmarks

Adopt Final Development Agreements*

*If after 120 days an agreement can't be reached, a new RFP will be developed for solicitation

Questions?

QIP

Quadrant
Investment
Properties



Addison Circle Station TOD

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QIP Overview

Quadrant Investment Properties is a full-service real estate investment company that develops and redevelops commercial properties into dynamic, community focused spaces that meet the needs of the next generation user.

Our expertise lies in developing and redeveloping office buildings with a keen eye for design, innovation, and sustainability. We take pride in our ability tto create value buy transforming spaces into vibrant, modern communities where businesses can thrive, and indivuals can connect.

At QIP, we aspire to be best-in-class in everything we do. Behind our work stands an accomplished, dedicated team of some of the industry's most talented visionaries, united in our passion for placemaking and delivering unparalleled service.

D CEO Commercial Real Estate Awards

Winner
Best Redevelopment
or Renovation

DA PAPERCITY DESIGN AWARDS

Winner
Historic Restoration
Preservation Award

DALLAS BUSINESS JOURNAL BRED BEST REAL ESTATE DEALS

Finalist
Best Urban Office
Development



Team Overview

Team Overview



Chad Cook

FOUNDER



Ty Thaggard

PRINCIPAL



Colin Moore

DIRECTOR OF ACQUISITIONS



Bryan Botterman

DIRECTOR OF DEVELOPMENT



Nesta Murphy

ASSOCIATE



Ben Ringer

ANALYST



Precedent Projects

RIVER EDGE
















EXIT


EXIT



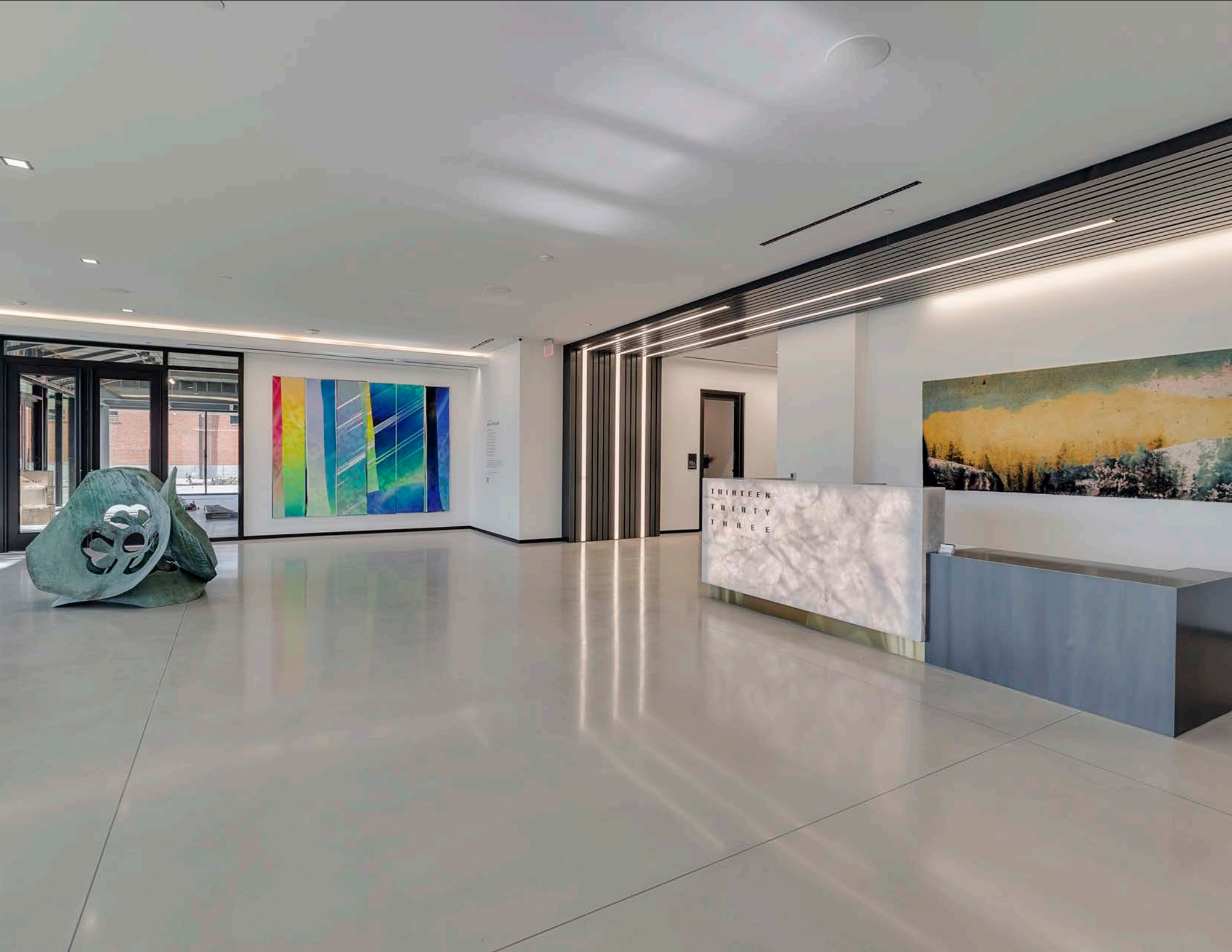




THIRTEEN

THIRTY

THREE


THIRTEEN
THIRTY
THREE


PRESENTED BY
ERIN CLULEY GALLERY
FEATURED ARTISTS
CHUL-HYUN AHN
KALETA DOOLIN
GARY GOLDBERG
RYAN GOOLSBY
HIDENORI ISHII
ANNA MEMBRINO
JOHN MIRANDA
NIC NICOSIA
THIRTEEN
THIRTY
THREE


EXIT




SPOT
LOUNGE


Conference Room










MD
Manufacturing
District





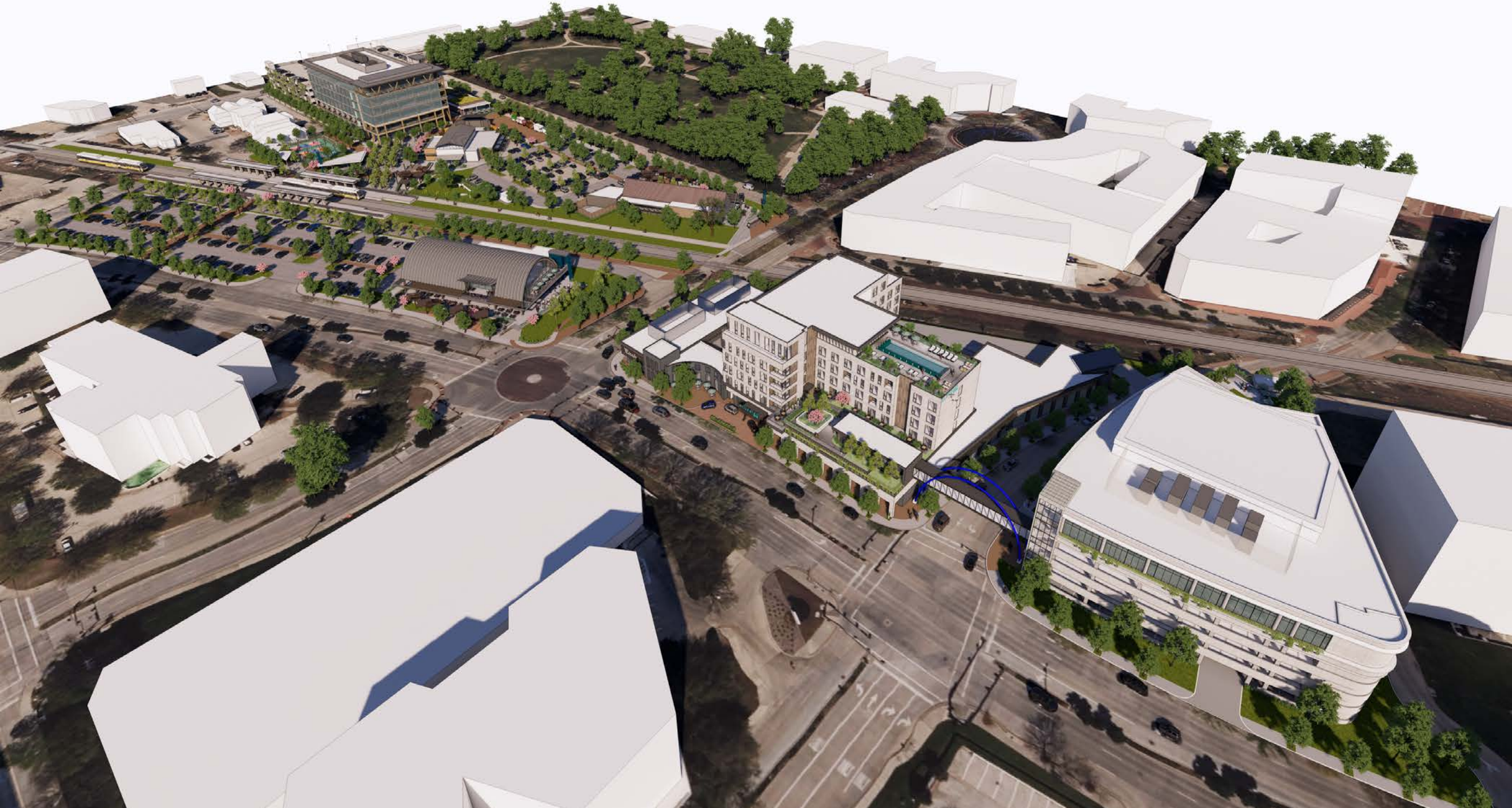

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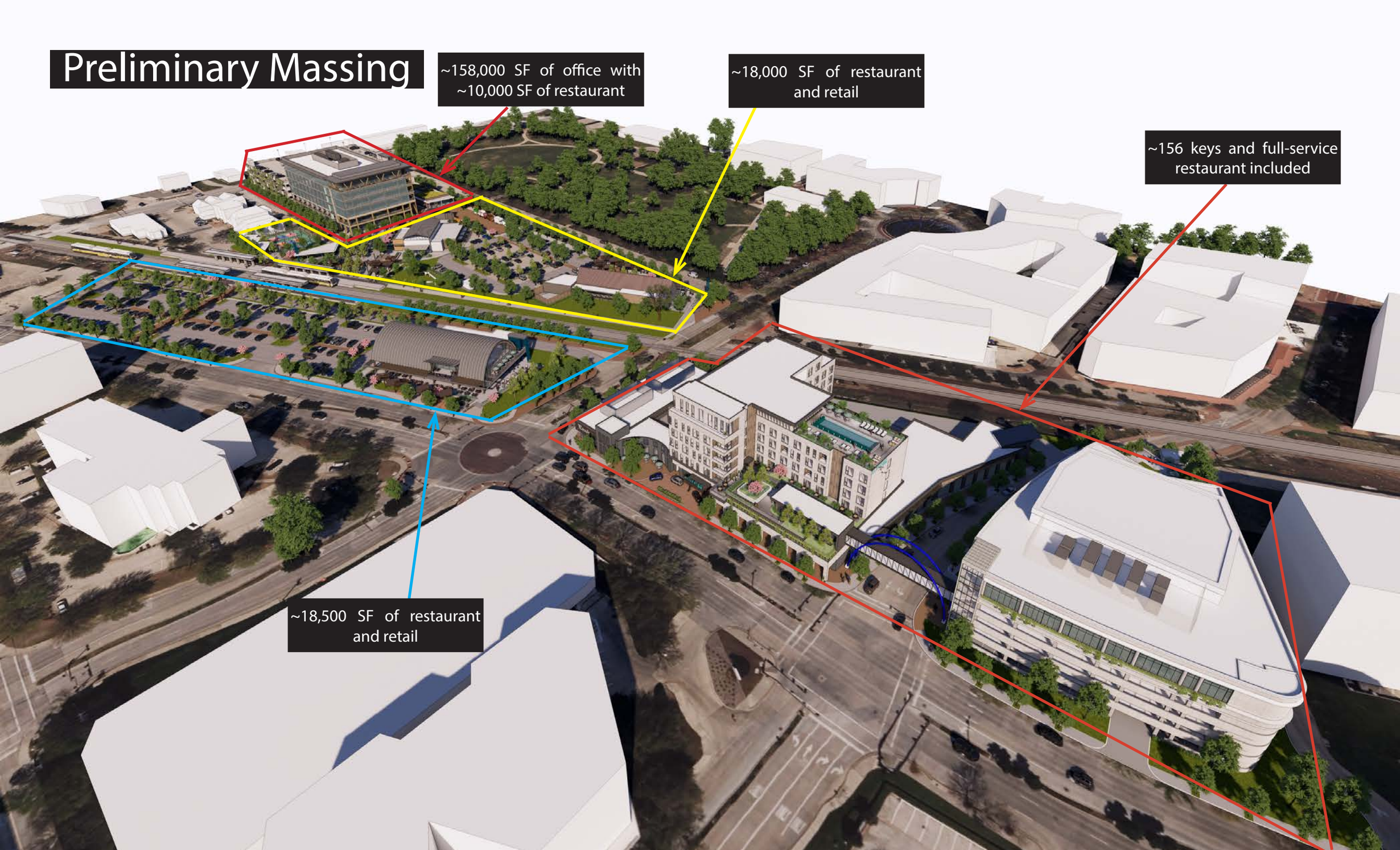


Addison Circle will evolve into an 18-hour mixed-use hub, seamlessly blending vibrant retail, entertainment, and office spaces within a walkable, transit-connected district. Grounded in Addison's strong community spirit and renowned event culture, the area will foster year-round energy, innovation, and immersive experiences for both locals and regional visitors.

Aerial NW



Preliminary Massing



Aerial SE



Hotel Convention Center & Garage



Hotel Convention Center & Garage



Office & Retail



Office & Public Garage



The Market



The Market



Hotel



Hotel



Hotel & Restaurants



Café & Bike Shop



Café & Bike Shop



Community Space




Community Space

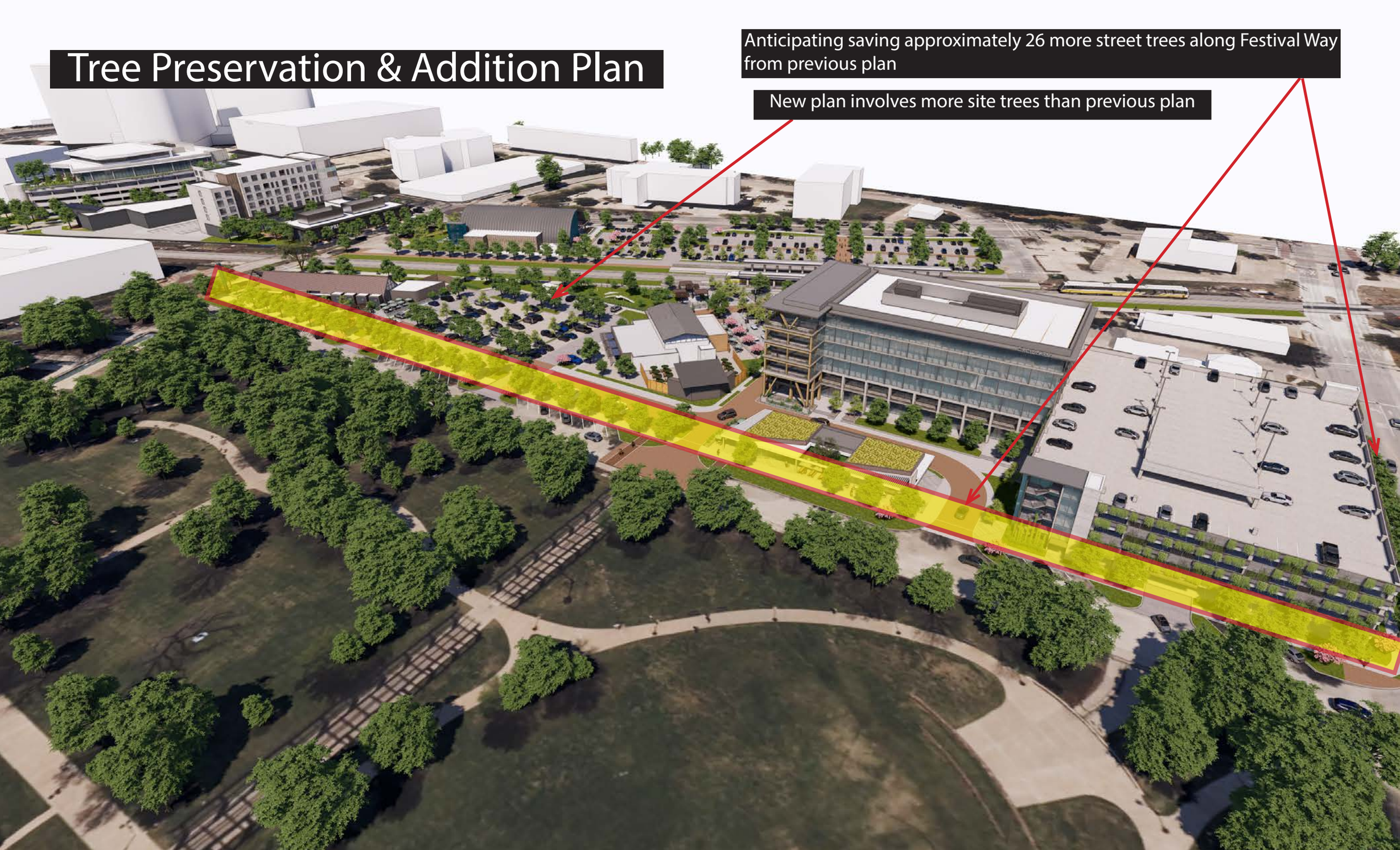
Community Space



Parking



Tree Preservation & Addition Plan



Corporate Headquarters

123 Manufacturing Street
Dallas, TX 75207

Contact

Chad Cook
chad@quadrantinvestments.com

Colin Moore
colin@quadrantinvestments.com

QIP
Quadrant
Investment
Properties

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE SPECIAL EVENT FACILITY AND DISTRICT WITHIN THE ADDISON CIRCLE AREA TRANSIT ORIENTED MIXED-USE DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April 2021, the City Council solicited proposals from qualified developers for the creation of a distinctive and creative regional destination linking the new DART Silver Line rail station with Addison Circle Park, combining a mix of non-residential and residential uses and urban densities appropriate for the location, and compatible with Addison Circle and the surrounding area (the "Project"); and

WHEREAS, on April 12, 2022, the City Council accepted the proposal submitted by co-developers AMLI Residential and Stream Realty (collectively, "Co-developers") for development of the Project and authorized the execution of a Memorandum of Understanding (the "MOU") with Co-developers providing a master concept plan and preliminary schedule for various components of the Project; and

WHEREAS, following execution of the fourth amended MOU in June 2023, Stream Realty Acquisition, LLC notified the parties that it will no longer participate as a co-developer on the Project; and

WHEREAS, Quadrant Enterprises, LLC is the new co-developer on the Project; and

WHEREAS, Quadrant Enterprises, LLC and the City wish to enter into a Memorandum of Understanding (MOU) for the purpose of pursuing preliminary discussions related to the potential development of the Addison Special Event Facility and District within the Project.

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

SECTION 1. The City Council hereby approves the Memorandum of Understanding (MOU) between the Town of Addison and Co-Developer Quadrant Enterprises, LLC for the Special Event Facility and District within the Addison Circle TOD Project, a copy of which is attached to this Resolution as **Exhibit A**. 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 ***22nd*** day of ***APRIL 2025*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**Agreement**") is entered into as of April ____, 2025 (the "**Effective Date**"), by and between **QUADRANT ENTERPRISES, LLC** ("**Quadrant**") and the **TOWN OF ADDISON** ("**Addison**").

RECITALS:

A. Addison is the owner of certain real property located in Addison, Dallas County, Texas, which is described on Exhibit A (the "**Property**"), attached hereto and by this reference incorporated herein and made a part hereof.

B. Quadrant is interested in pursuing preliminary discussions with Addison relating to the potential development of the Addison Special Event Facility and District at the Property, which could include a series of conveyances and other use agreements affecting the Property between Quadrant and Addison of a portion of the Property to Addison (collectively, the "**Potential Transaction**"). The parties anticipate that the Potential Transaction will involve land uses including but not limited to: a mass timber office building; a boutique hotel with at least 10,000 square feet of meeting space; and parking garages supporting each of those uses. In addition, the Potential Transaction is expected to include a destination district comprising of some combination of open space, event and entertainment facilities, recreation-focused amenities, and dining establishments.

C. In connection with the Potential Transaction, Quadrant and Addison wish to negotiate the definitive terms of a master development and incentive agreement, possible ground leases, contribution agreements, easements, and leaseback agreement, in addition to ancillary documentation which may be required or desirable in connection with the Potential Transaction (collectively, the "**Transaction Documents**").

D. In recognition of the substantial time and expense Quadrant will incur in preparing the necessary documentation and other analysis in connection with the Potential Transaction, Addison has agreed to negotiate exclusively with Quadrant concerning each aspect of Potential Transaction, as described herein.

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Quadrant and Addison hereby agree as follows:

1. **Exclusivity Period**. In consideration of the time and expense to be incurred by the parties in connection with negotiations concerning the Potential Transaction, Addison covenants and agrees that for the period of time beginning on the Effective Date and ending upon the earlier of 5:00 p.m. Addison, Texas time on the 120th day following the Effective Date or the date upon which Quadrant notifies Addison that Quadrant does not intend to proceed with the Potential Transaction (the "**Exclusivity Period**"):

(a) Addison will negotiate exclusively and in good faith with Quadrant concerning each aspect of the Potential Transaction and agrees to enter into nonbinding negotiations with Quadrant regarding the Transaction Documents.

(b) Addison will not, and will not permit any of its affiliates or representatives to, initiate, solicit, or encourage (including by way of furnishing information or assistance), or take any other action to facilitate, any inquiries or the making of any proposal relating to, or that may reasonably be expected to lead to, any Competing Transaction (as defined below), or enter into discussions or negotiate with any person or entity in furtherance of such inquiries or to obtain a Competing Transaction, or endorse or agree to endorse any Competing Transaction, or authorize or permit any of the brokers or other agents of Addison, or any attorney, accountant, or other representative retained by Addison or any affiliate of Addison to take any such action. For purposes of this Agreement, "**Competing Transaction**" means any development, sale, lease, exchange, transfer, or other disposition of or granting of any occupancy right with respect to the Property, including without limitation any transfer by operation of law. Notwithstanding the foregoing, nothing in this Section shall prohibit Addison from engaging in discussions or promotional activity with potential users or tenants of the Property, provided such activities are conducted in coordination with Quadrant or with its prior written consent, and provided that such efforts do not contemplate or involve a Competing Transaction.

(c) Addison will not market the Property and will remove the Property from the market, if applicable.

2. **Cooperation.** Quadrant agrees to reasonably cooperate with Addison during the Exclusivity Period in connection with Addison's evaluation of the Potential Transaction. This includes responding in a timely manner to Addison's reasonable requests for information, clarification, or engagement. Cooperation may also include support for Addison's internal assessments, feasibility studies, and outreach to potential users or tenants, as appropriate. The parties acknowledge that timing expectations may vary depending on the nature and complexity of the request and will endeavor to coordinate in good faith.

3. **Confidential Information**. Addison and Quadrant agree to keep confidential and not to disclose or announce to any third party the existence of the Potential Transaction prior to April 22, 2025, or at any time the terms of the Potential Transaction contemplated herein or in any subsequent communication or agreement between the parties, or any and all other information obtained by one party from the other or relating to the transaction contemplated herein unless otherwise required by law.

Addison and Quadrant agree that information prepared by or on behalf of Quadrant in connection with this Agreement shall be confidential information, and such confidential information shall be used by Addison and Quadrant solely for the purpose of their respective evaluation of the Potential Transaction. Neither party shall reveal, disclose, disseminate, publish or communicate to any other persons, parties or entities any confidential information, without the prior written consent of the other party, other than to such party's respective employees, consultants, attorneys, lenders, and other potential sources of financing involved in the evaluation of a Potential Transaction.

Notwithstanding, Quadrant understands and recognizes that Addison is subject to the Texas Public Information Act and may be required to reveal some or all of the information contemplated herein. If Addison receives a request for any of the information contemplated herein under the Texas Public Information Act, Addison will use diligent, good faith efforts to notify Quadrant of the request for the information as soon as reasonably possible after Addison receives the request. Addison shall at all times have the right to rely on the advice of the City Attorney of the Town of Addison as all matters relating to the Texas Public Information Act, and Addison may make all such disclosures as such City Attorney advises that Addison is required to make.

Addison acknowledges and agrees that all information developed by Quadrant or its consultants with respect to the Potential Transaction shall be and remain the property of Quadrant. The provisions of this Section 3 shall survive the termination or expiration of this Agreement.

4. **No Obligation Regarding Potential Transaction**. Notwithstanding the rights granted to Quadrant under this Agreement, and notwithstanding any negotiations or other communications between Addison and Quadrant, neither Addison nor Quadrant shall have any obligation whatsoever to proceed with the Potential Transaction or otherwise enter into any agreements relating to the Potential Transaction, or to otherwise negotiate for or consummate any transaction of any kind concerning the Property or any portion thereof. Neither this Agreement nor any other negotiations or communications between Addison and Quadrant shall constitute an offer to sell or lease the Property by Addison or an offer to purchase or lease the Property by Quadrant, or consummate any portion of the Proposed Transaction, and other than as set forth in this Agreement neither Addison nor Quadrant shall have any obligations whatsoever regarding the Property, unless and until Addison and Quadrant execute and enter into the Transaction Documents, which either party may or may not do in its sole discretion.

[The Remainder of This Page is Intentionally Left Blank]

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

QUADRANT:

QUADRANT ENTERPRISES, LLC,
a Texas limited liability company

By: Byron Cook
Name: Byron C. Cook
Title: Manager

Notice Address:
c/o Quadrant Investment Properties
123 Manufacturing Street
Dallas, Texas 75207
Attention: Chad Cook
Email: chad@quadrantinvestments.com

ADDISON:

TOWN OF ADDISON

By: _____
Name: _____
Title: _____

Notice Address:
_____
_____
Addison, Texas 752__
Attention: _____
Email: _____

Exhibit A


ADDISON ROAD
FESTIVAL WAY
TRACT 1
DART RAIL
ARAPAHO ROAD
QUORUM DRIVE
TRACT 2
SPECTRUM DRIVE
ARAPAHO ROAD
TRACT 3
ALTA/NSPS LAND TITLE SURVEY
G.W. FISHER SURVEY, ABSTRACT NO. 402
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
TRAVERSE
Surveying | Construction Staking | Mapping
1 of 5

City Council Regular Meeting **6. b.**

Meeting Date: 04/22/2025

Department: Parks & Recreation

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present, discuss and consider action on a Resolution approving the installation of three public art benches donated by the Addison Arbor Foundation and located within the public open space trail corridor dedicated to the Town with the AMLI Treehouse Phase I Development and providing for an effective date.

BACKGROUND:

The Addison Arbor Foundation (AAF) proposes the installation of three public art bench sculptures to be located within the open space dedicated to the Town as part of the AMLI Treehouse Phase I Development. To select artists for this project, AAF, in collaboration with the Parks & Recreation Department, issued a call for art on January 31, 2025. This call was posted on CAFE, a web portal used for soliciting proposals from artists. The submission period closed on March 1, 2025, and 21 proposals were received.

After reviewing the submissions,AAF representatives and Town staff selected Ken McCall's proposal, which features benches inspired by native Texas trees. Following the selection, Mr. McCall developed his proposal further, including detailed drawings for benches designed to represent the Texas Ash, Redbud, and Bur Oak trees.

As part of the development agreement, AMLI has contributed $150,000 to the Addison Arbor Foundation for the installation of public art. These funds will be used to cover the costs of the three proposed public art benches as well as the installation of three additional sculptures that have already been approved by the Council on September 24, 2024.

AAF will present the final designs for the three public art benches to the Council. This presentation will include photos and proposed locations for the works.

FISCAL IMPACT

The benches are being commissioned for a total of $30,000 and are donated to the Town by the Addison Arbor Foundation, utilizing funds contributed by AMLI Residential as part of their agreement for the Treehouse development with the Town. The anticipated maintenance cost of the three benches is $1,500 every ten years.

RECOMMENDATION

Administration recommends approval.

Attachments

Presentation - AAF Public Art Donation

Resolution - AAF Public Art Benches

AMLI TREEHOUSE

PUBLIC ART LOCATION REQUESTS

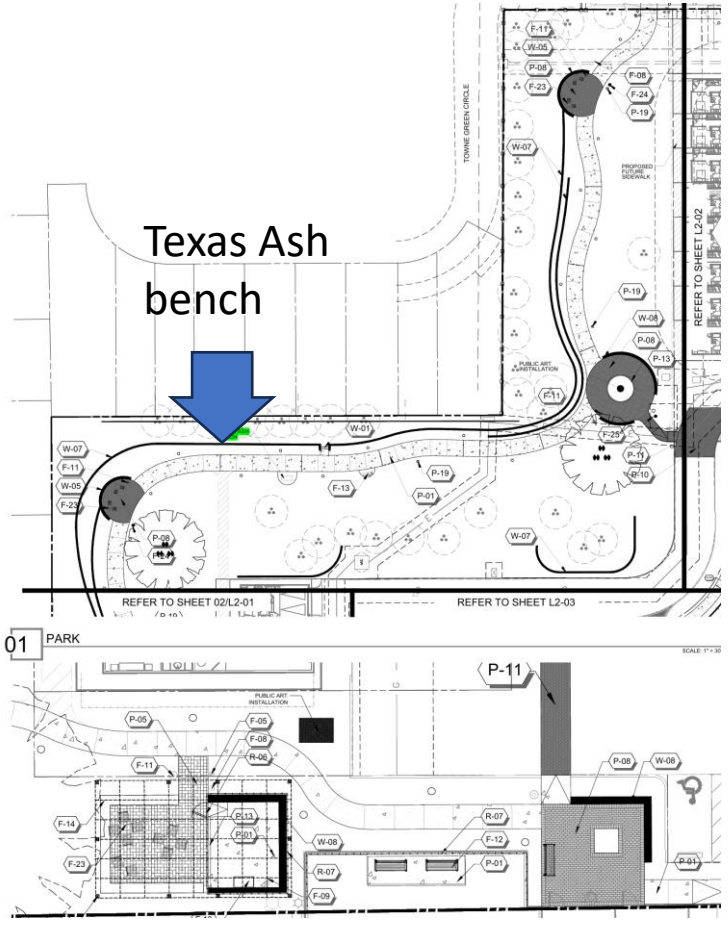


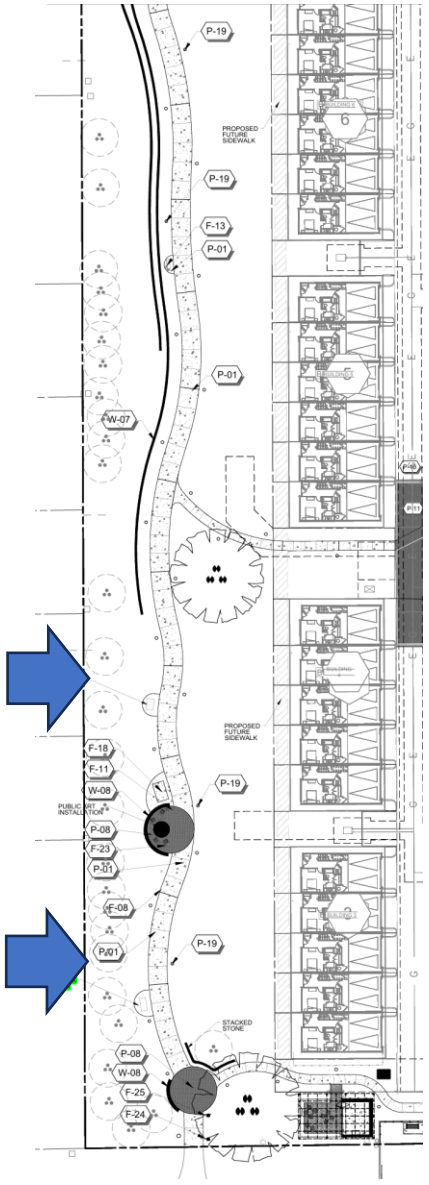
April 22, 2025

AMLI Treehouse Phase 1 Location Request

Eco friendly tree themed benches that emphasize the natural tree lined environment of the trail (funded by remainder of AMLI $150K for Phase I)

- Texas Ash
- Redbud
- Bur Oak





ADDISON ARBOR FOUNDATION

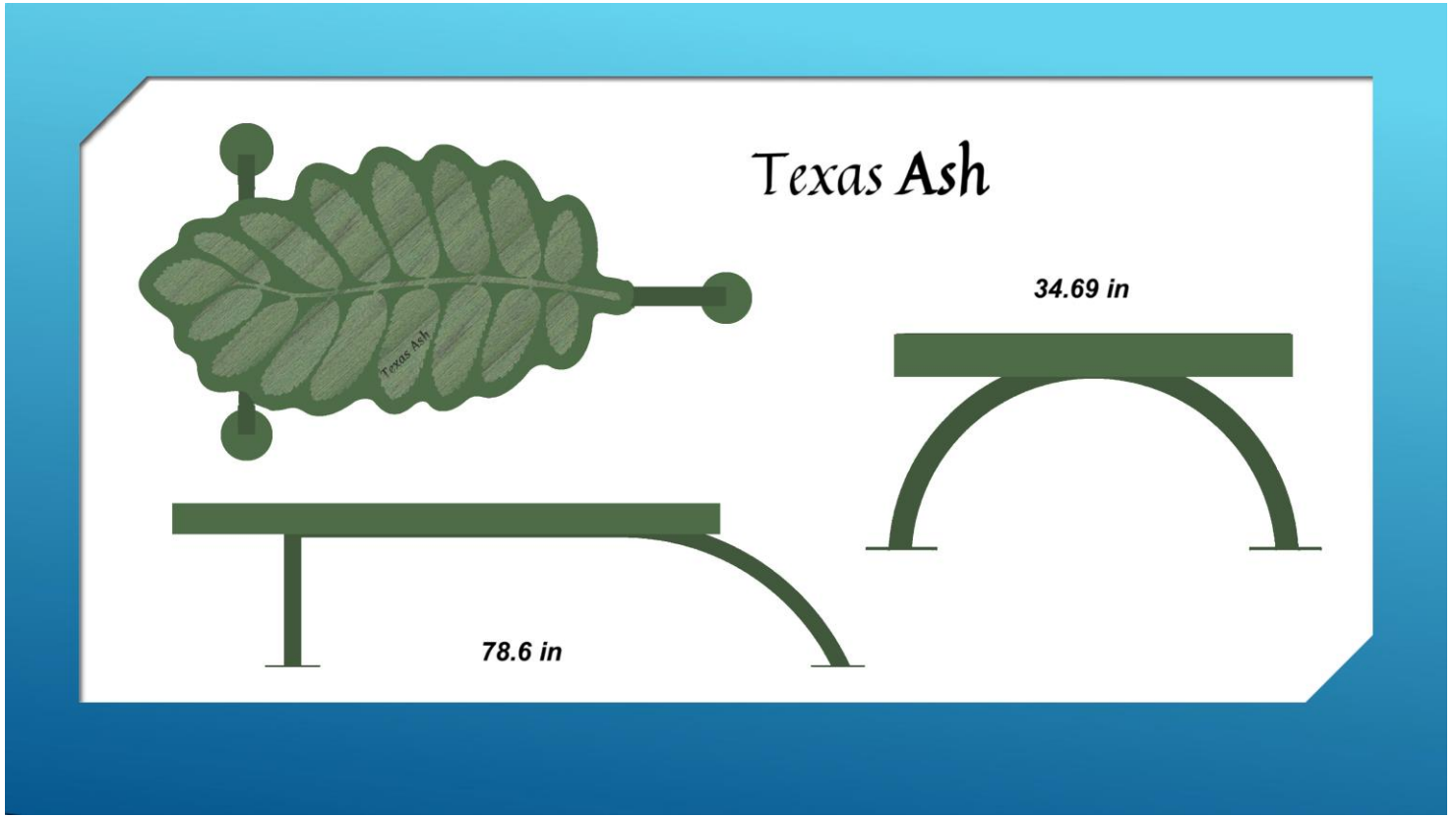
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal trim

Location: Trail behind AMLI Treehouse

Texas Ash Bench



To be commissioned with estimated installation 3Q 2025

ADDISON ARBOR FOUNDATION

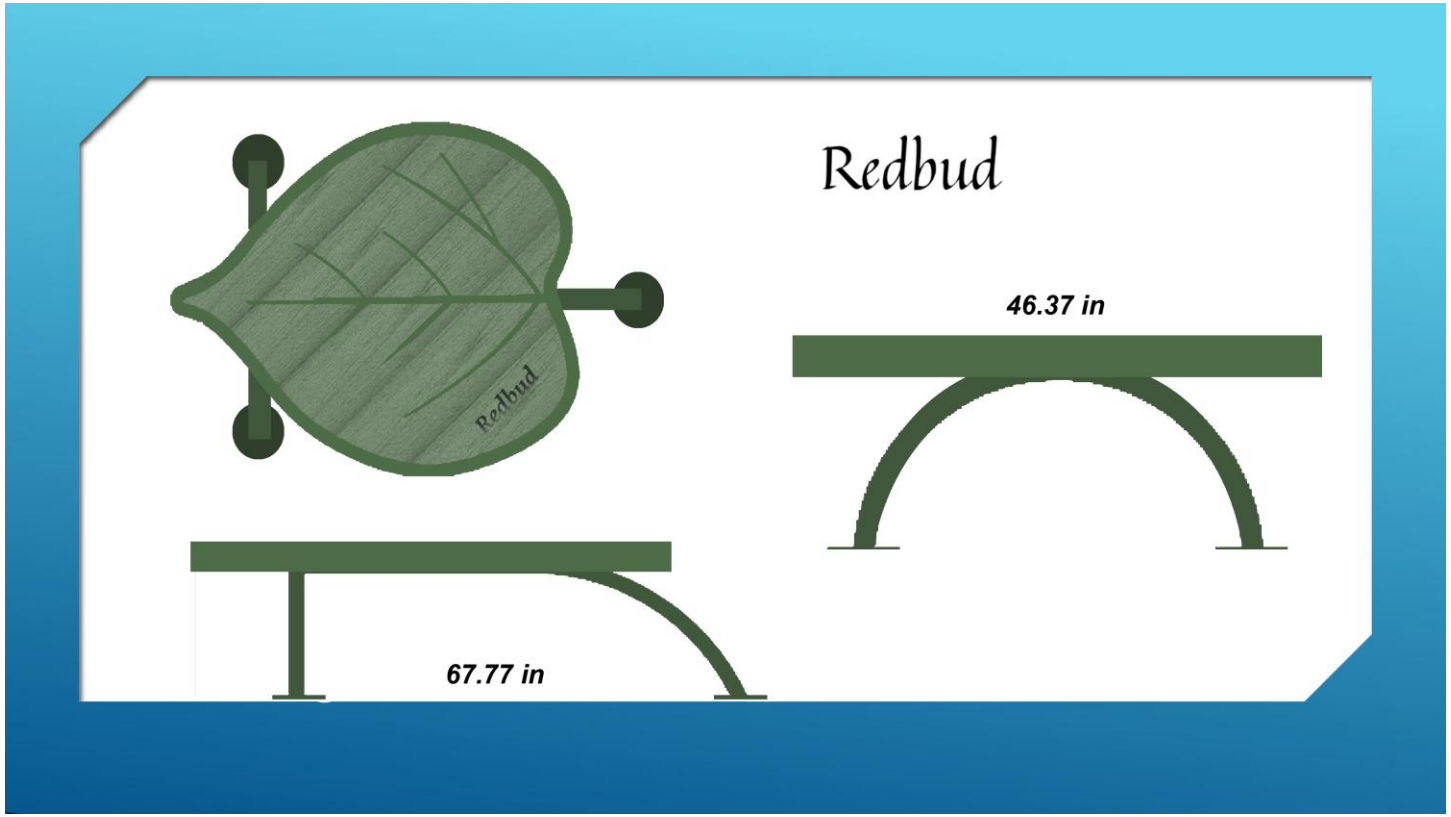
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal trim

Location: Trail behind AMLI Treehouse

Redbud Bench



To be commissioned with estimated installation in 3Q 2025

ADDISON ARBOR FOUNDATION

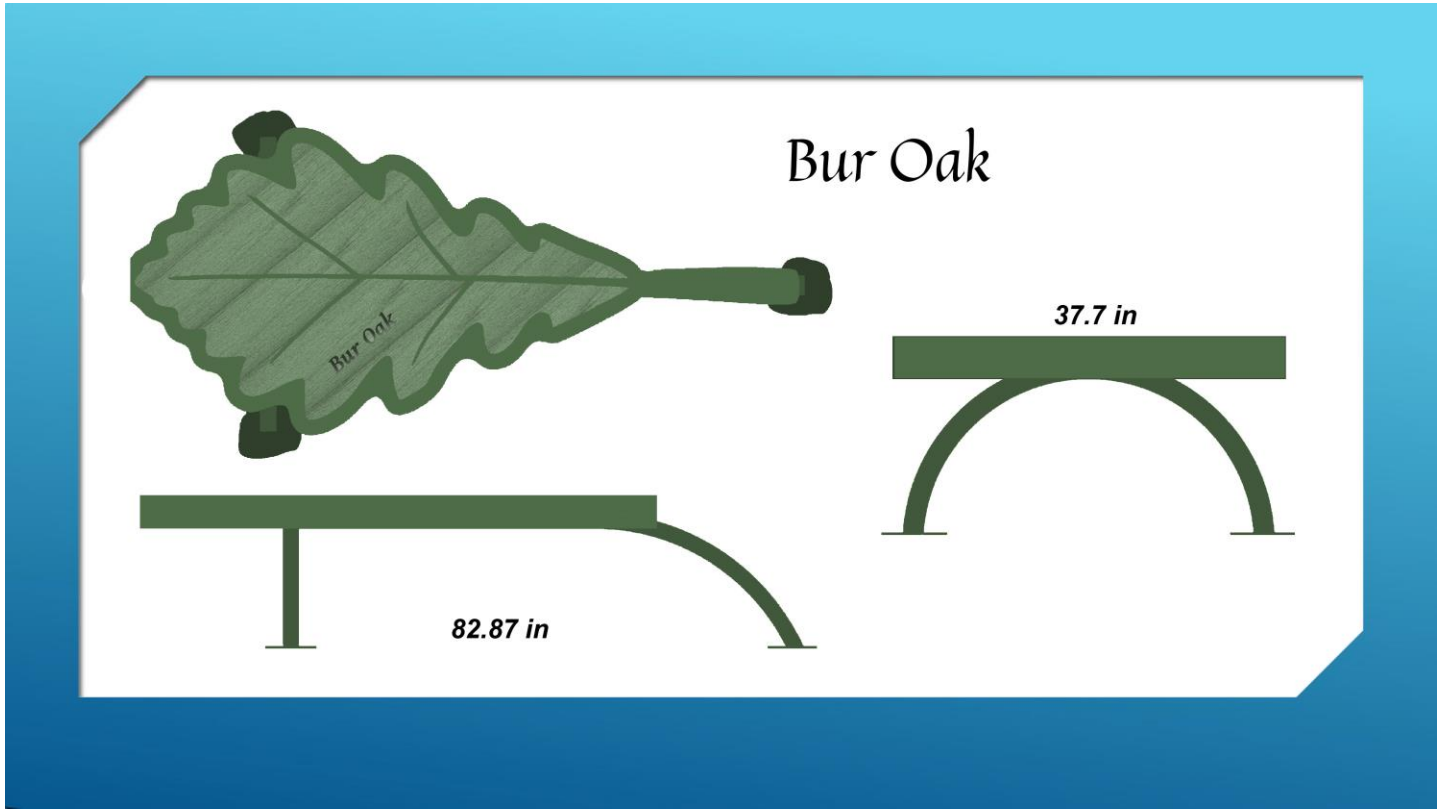
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal tiim

Location: Trail behind AMLI Treehouse

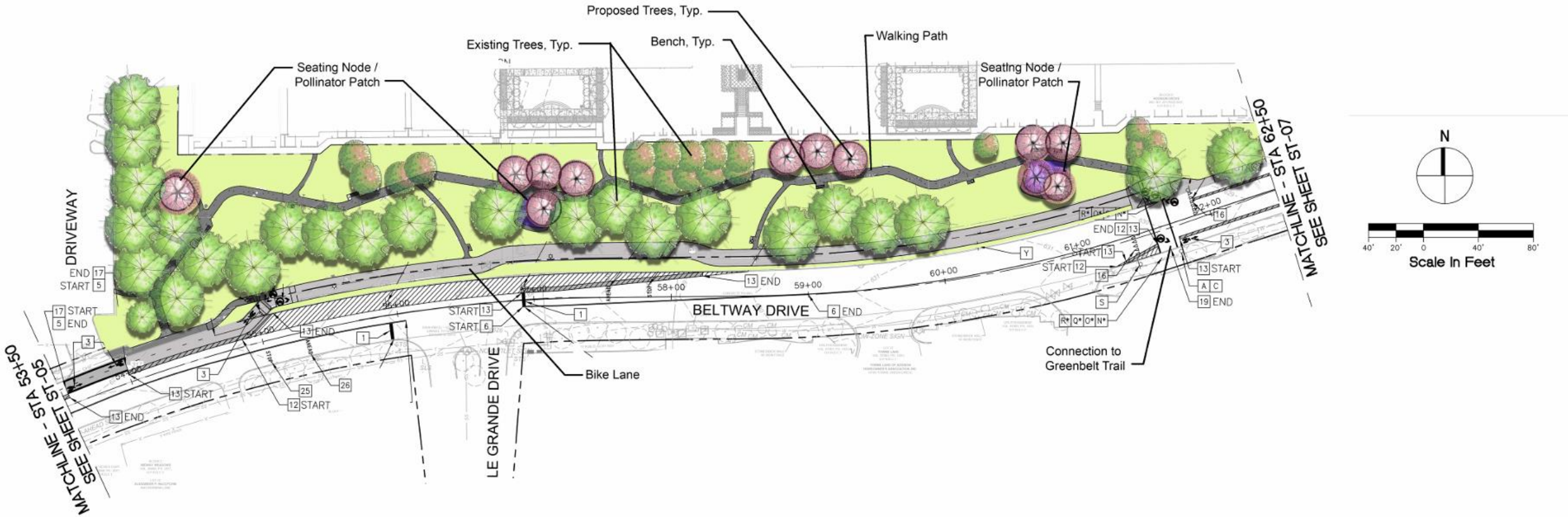
Bur Oak Bench



To be commissioned with estimated installation in 3Q 2025

Beltway Drive Location

Three potential art works to be identified for the Beltway Drive greenbelt



Public art pieces to be installed in the 3 seating node/pollinator patch areas

ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Julie Richey

Materials: Stained Glass mosaic with steel frame

Location: Beltway Drive greenbelt

Butterfly dimensions: 24”x32”x32”

Blue Butterfly



Completed artwork to be purchased from artist
Artwork installed on boulder – height with boulder approximately 5’
To be installed in 1 of 3 pollinator patch/seating areas
Installation upon completion of Beltway Drive project landscaping

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE INSTALLATION OF THREE PUBLIC ART BENCHES CREATED BY ARTIST KEN MCCALL TO BE LOCATED IN THE OPEN SPACE DEDICATED TO THE TOWN AS PART OF THE AMLI TREEHOUSE PHASE I DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Addison Arbor Foundation desires to install certain public art benches for the Town of Addison ("City") within the public open space dedicated to the Town as part of the AMLI Treehouse Development, Phase I

WHEREAS, the City Council desires to accept the donations of three Public Art benches from the Addison Arbor Foundation and approve the placement of the three Public Art benches within the public open space dedicated to the Town as part of the AMLI Treehouse Development, Phase I.

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

SECTION 1. The Addison City Council approves and accepts the donation of the three Public Art benches created by artist Ken McCall and titled:

- "Texas Ash"
- "Redbud"
- "Bur Oak"

as shown in **Exhibit A** attached hereto. The City Council further authorizes the installation of the foregoing Public Art benches by the Addison Arbor Foundation in the public open space dedicated to the Town as part of the AMLI Treehouse Development, Phase I.

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 ***22nd*** day of ***April***, 2025.

TOWN OF ADDISON, TEXAS

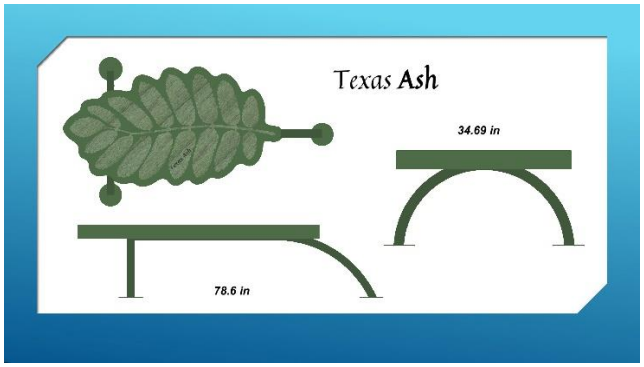
_____
Bruce Arfsten, Mayor

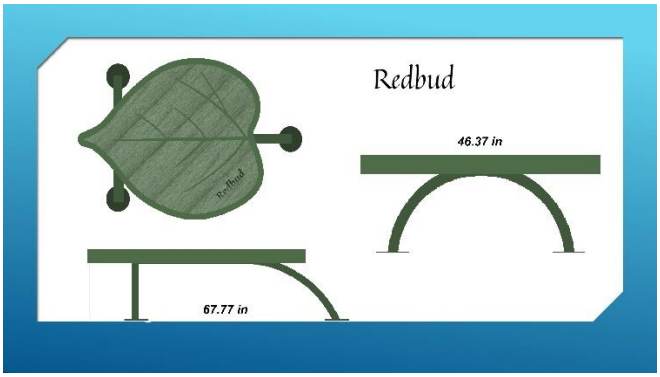
ATTEST:

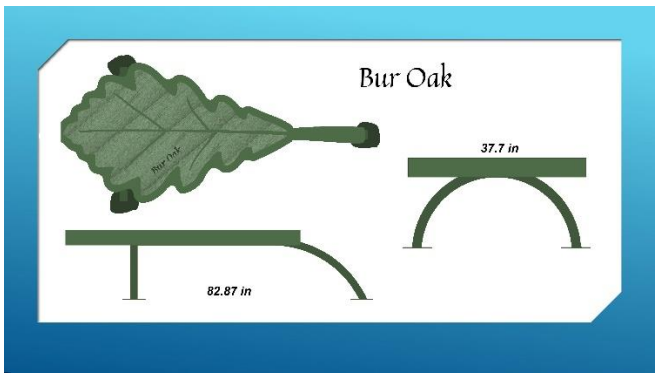
_____
Valencia Garcia, City Secretary

EXHIBIT A

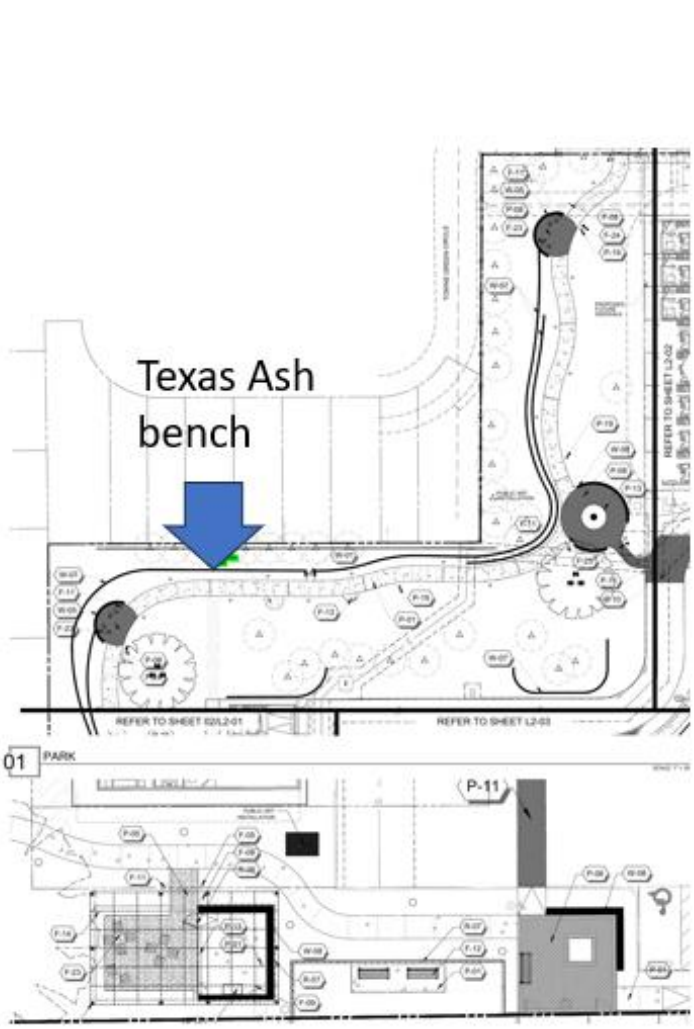
PUBLIC ART BENCH CONCEPTS

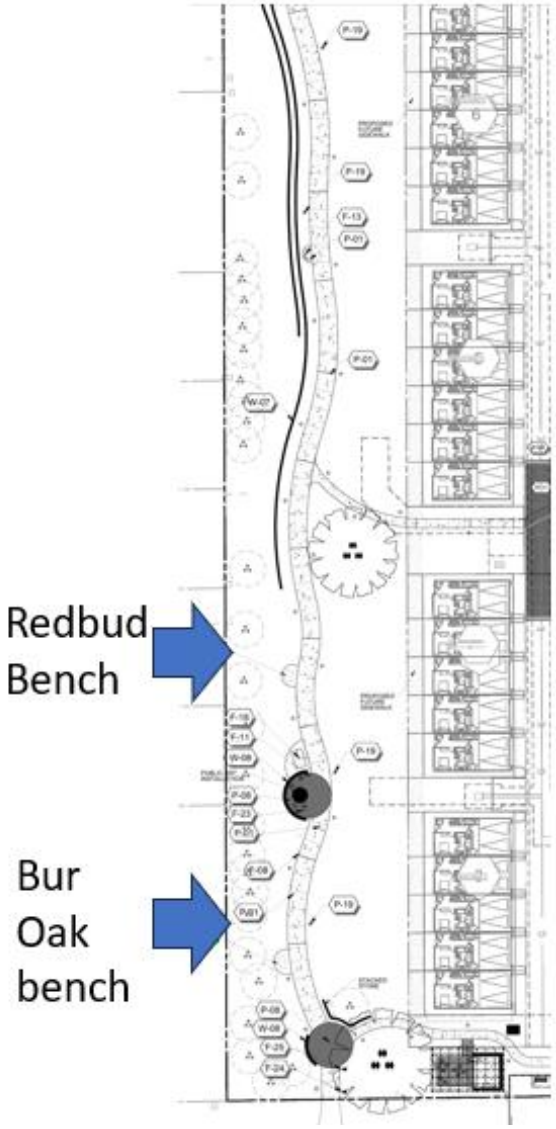






PUBLIC ART BENCH SITE PLAN MAP





City Council Regular Meeting **6. c.**

Meeting Date: 04/22/2025

Department: Parks & Recreation

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving the installation of a mosaic butterfly sculpture donated by the Addison Arbor Foundation to be located within the Beltway Greenspace and providing for an effective date.

BACKGROUND:

The Addison Arbor Foundation (AAF) proposes the installation of a mosaic butterfly sculpture, titled *Blue Butterfly*, by artist Julie Richey. The butterfly is fabricated from stained-glass enclosed in a steel frame and is mounted on a stone boulder. AAF is proposing to locate the artwork near one of the pollinator patches in the Beltway Greenspace that is being constructed as part of the Beltway Bike Lane project.

Representatives from AAF will make a presentation to Council which will include photos and a site plan for the artwork.

FISCAL IMPACT

The sculpture is being donated to the Town by the Addison Arbor Foundation, utilizing funds from a Town of Addison grant. Upon receiving the donated artwork, the Town will be responsible for maintenance and upkeep of the sculpture. Anticipated maintenance cost is $250 every ten years.

RECOMMENDATION

Administration recommend approval.

Attachments

Presentation - AAF Public Art Donation

Resolution - Blue Butterfly

AMLI TREEHOUSE

PUBLIC ART LOCATION REQUESTS

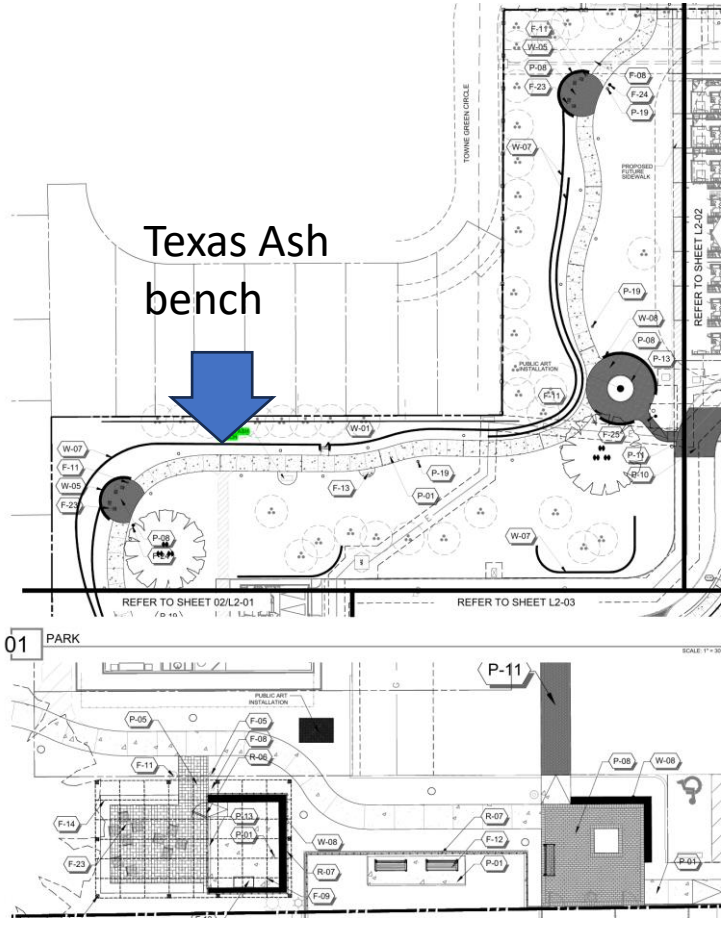


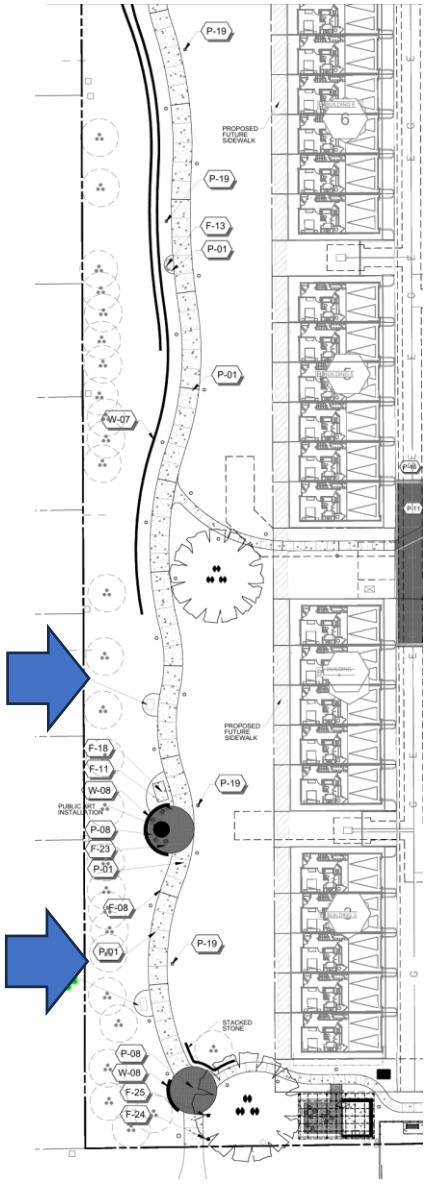
April 22, 2025

AMLI Treehouse Phase 1 Location Request

Eco friendly tree themed benches that emphasize the natural tree lined environment of the trail (funded by remainder of AMLI $150K for Phase I)

- Texas Ash
- Redbud
- Bur Oak





ADDISON ARBOR FOUNDATION

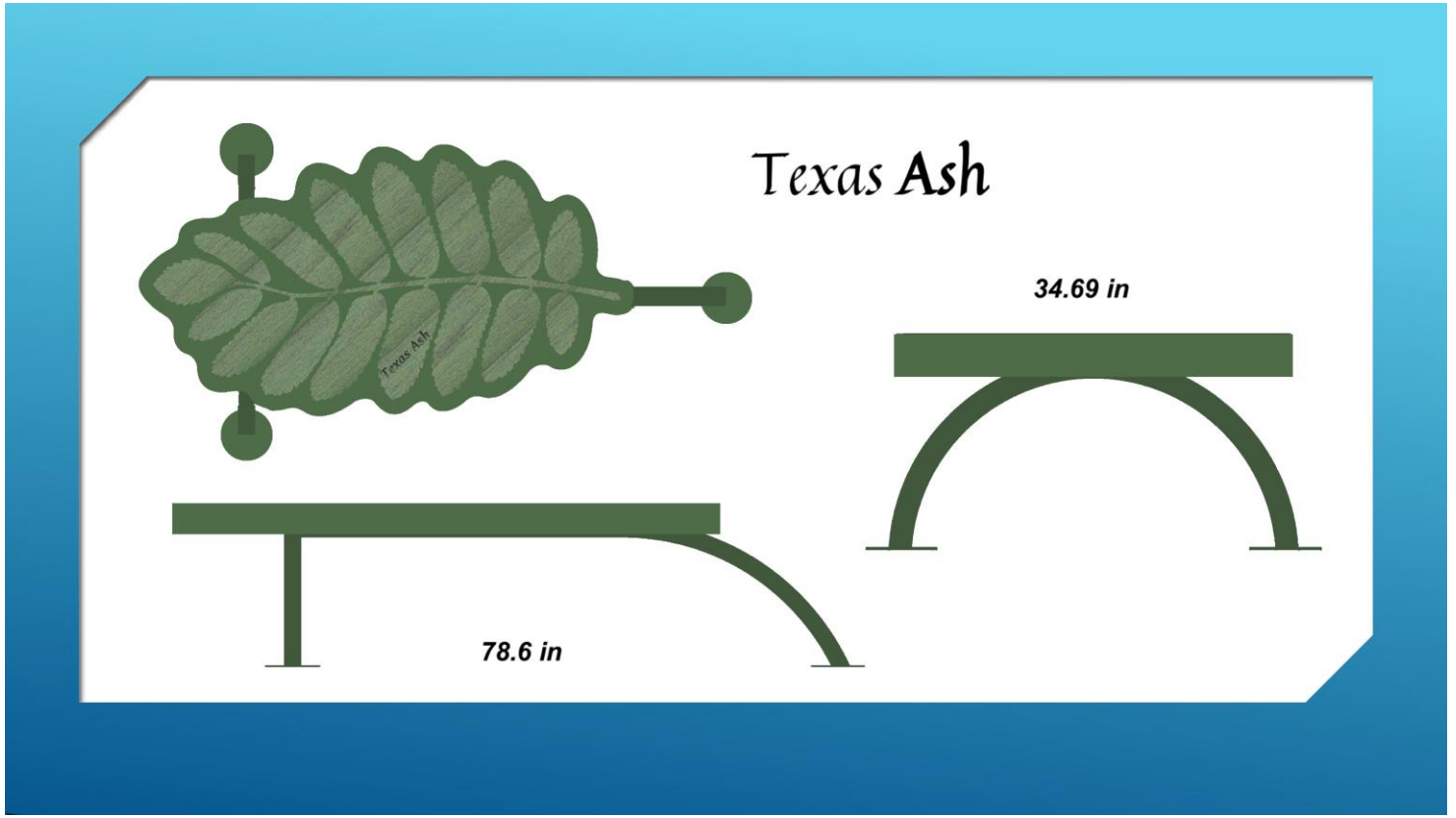
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal trim

Location: Trail behind AMLI Treehouse

Texas Ash Bench



To be commissioned with estimated installation 3Q 2025

ADDISON ARBOR FOUNDATION

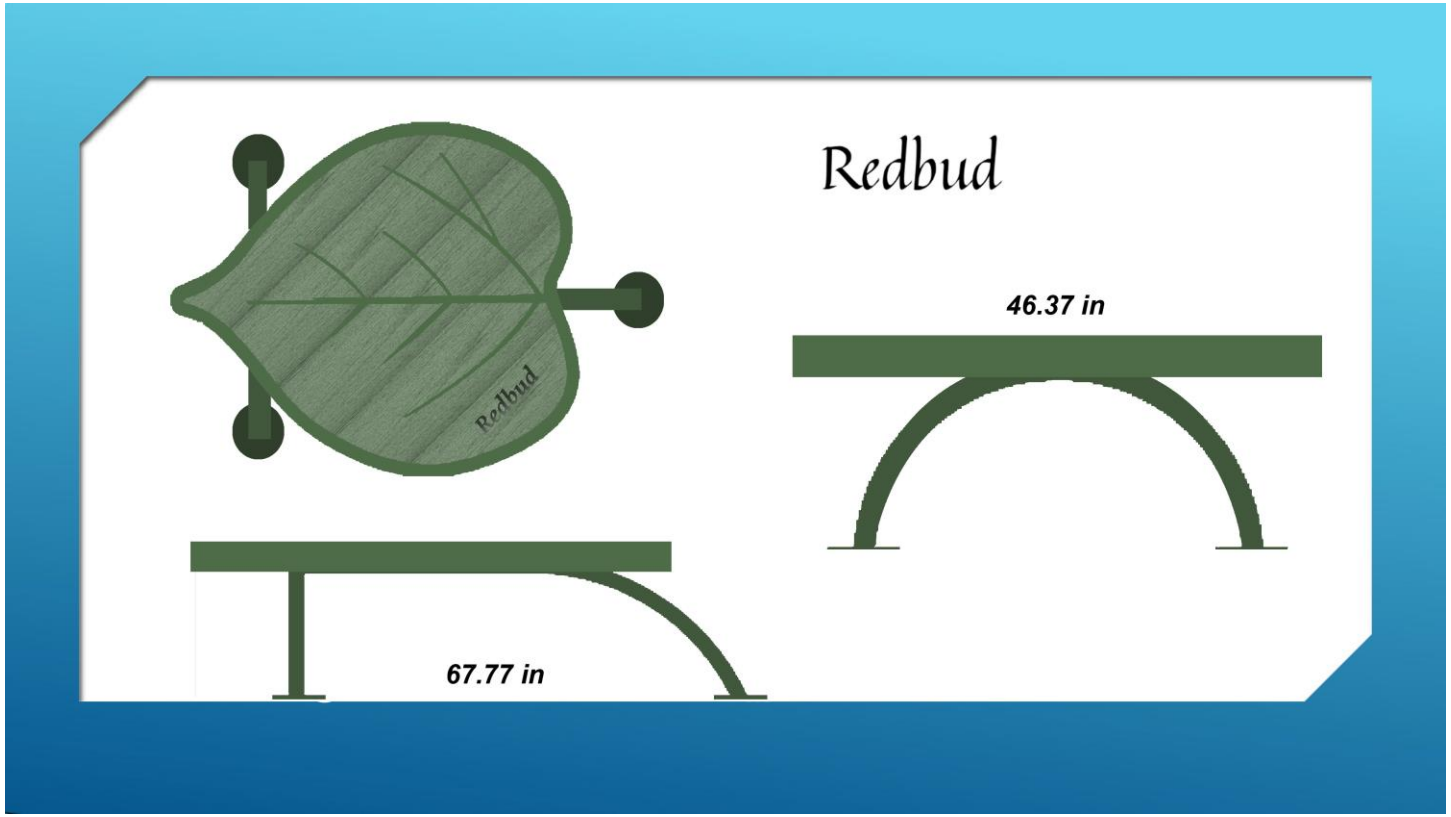
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal trim

Location: Trail behind AMLI Treehouse

Redbud Bench



To be commissioned with estimated installation in 3Q 2025

ADDISON ARBOR FOUNDATION

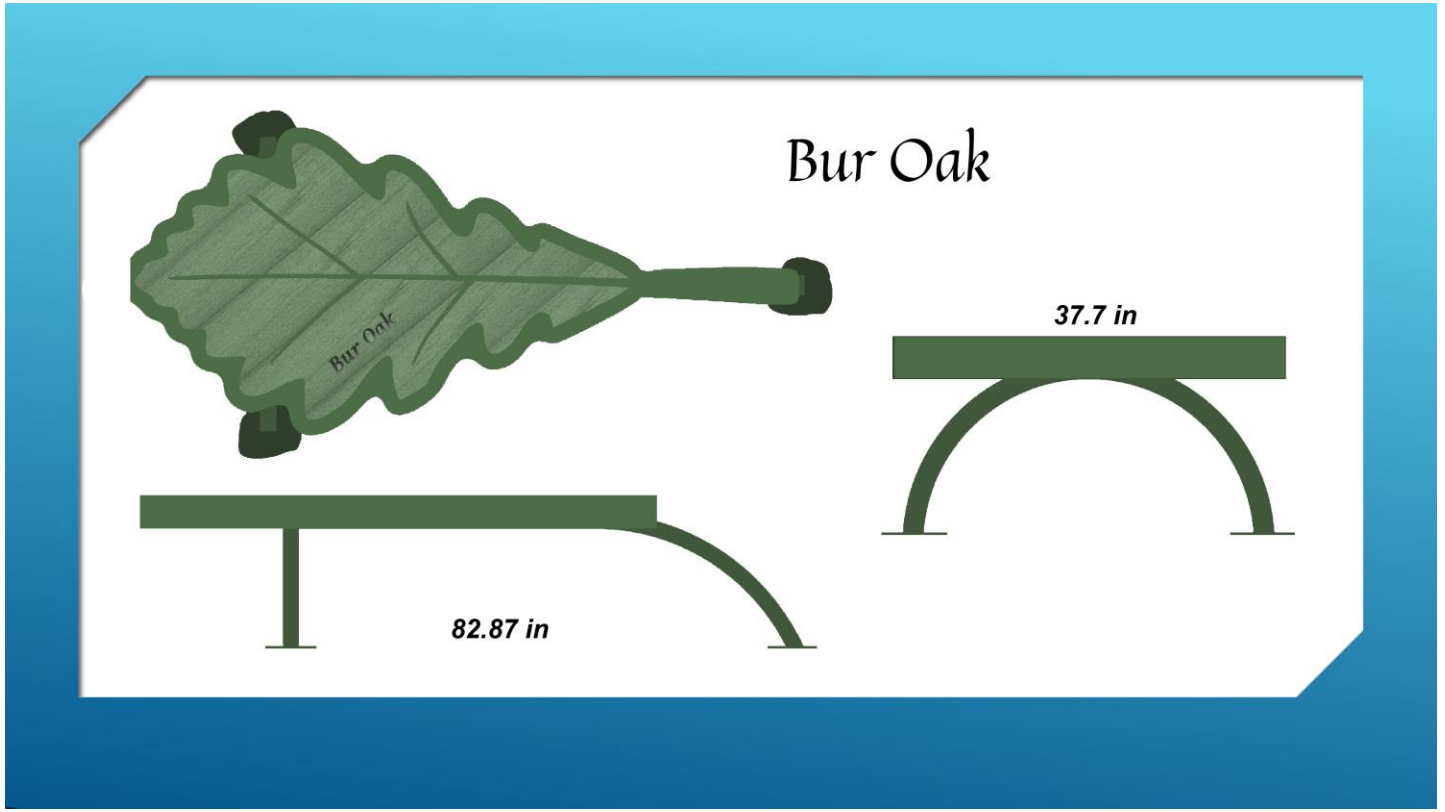
Public Art Location Request

Artist: Ken McCall

Materials: Recycled Decking with coated metal tiim

Location: Trail behind AMLI Treehouse

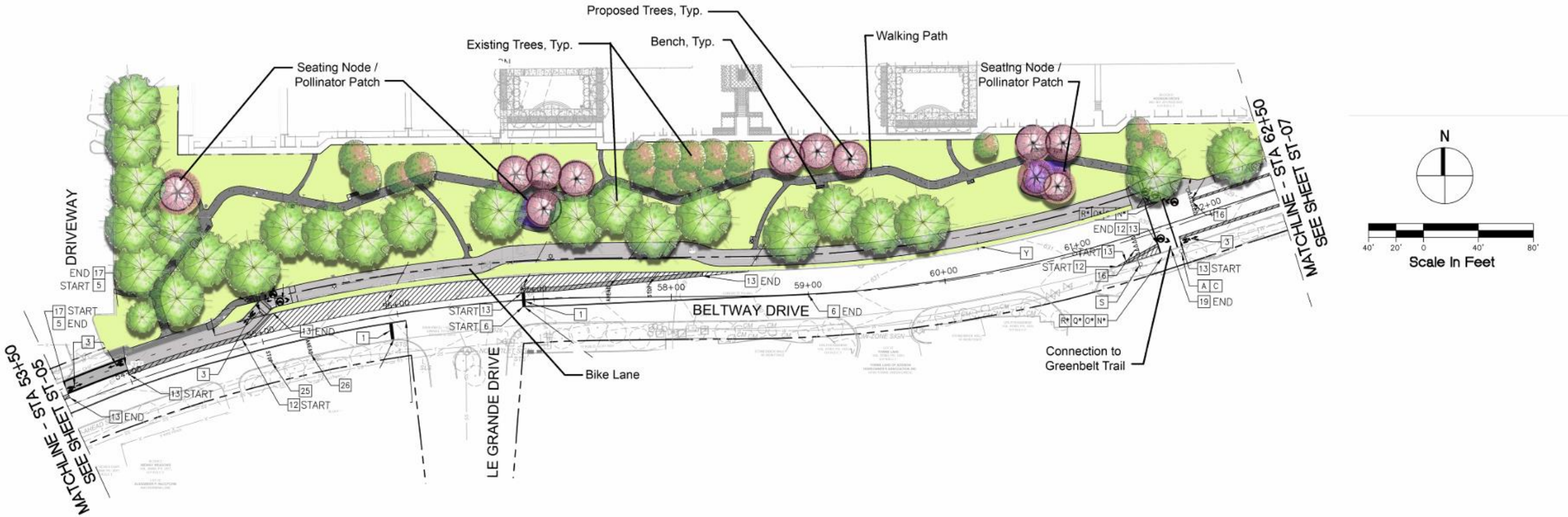
Bur Oak Bench



To be commissioned with estimated installation in 3Q 2025

Beltway Drive Location

Three potential art works to be identified for the Beltway Drive greenbelt



Public art pieces to be installed in the 3 seating node/pollinator patch areas

ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Julie Richey

Materials: Stained Glass mosaic with steel frame

Location: Beltway Drive greenbelt

Butterfly dimensions: 24”x32”x32”

Blue Butterfly



Completed artwork to be purchased from artist
Artwork installed on boulder – height with boulder approximately 5’
To be installed in 1 of 3 pollinator patch/seating areas
Installation upon completion of Beltway Drive project landscaping

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE INSTALLATION OF A PUBLIC ART PIECE CREATED BY ARTIST JULIE RICHEY TO BE LOCATED IN THE BELTWAY DRIVE GREENSPACE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Addison Arbor Foundation desires to install a glass mosaic and steel sculpture mounted on a stone base, titled "Blue Butterfly" for the Town of Addison ("City") within the Beltway Drive Greenspace.

WHEREAS, the City Council desires to accept the donation of public art from the Addison Arbor Foundation and approve the placement of "Blue Butterfly" within the Beltway Drive Greenspace.

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

SECTION 1. The Addison City Council approves and accepts the donation of Public Art installations Created by:

- Julie Richey "Blue Butterfly"

as shown in **Exhibit A** attached hereto. The City Council further authorizes the installation of the foregoing Public Art by the Addison Arbor Foundation in the Beltway Drive Greenspace.

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 ***22nd*** day of ***April***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

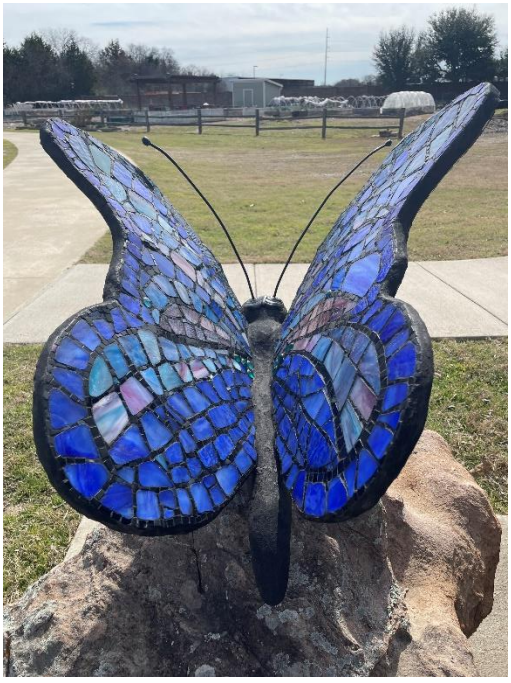
ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

Pictured below “Blue Butterfly” Dimensions are approximately 24” x 32” x 32”. The materials are stained mosaic glass with a steel frame and mounted on a stone base.

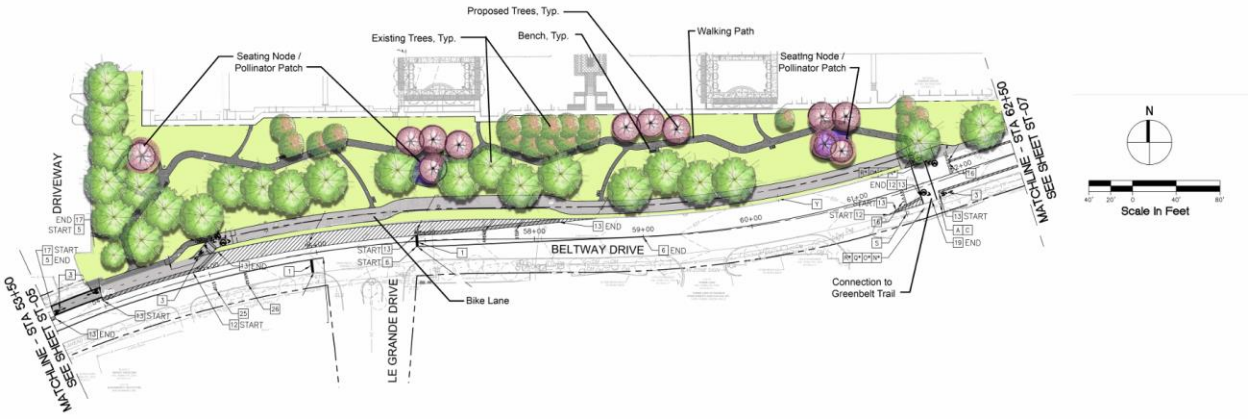
Back View



Side View



Sculpture to be located within one of the three pollinator patches in the Beltway Drive Greenspace.



City Council Regular Meeting **6. d.**

Meeting Date: 04/22/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving an agreement between the Town of Addison and McMahon Contracting, LP for construction services for the Jimmy Doolittle Reconstruction Project and ask the City Manager to execute the agreement in an amount not to exceed $1,513,716.70.

BACKGROUND:

The purpose of this item is to award a contract for the demolition and reconstruction of Jimmy Doolittle Drive, a public roadway that has significantly deteriorated and currently serves as the primary access route to the newly constructed Addison Airport Administration Building and the U.S. Customs and Border Protection facility. Originally built in the late 1960s, Jimmy Doolittle Drive has long exceeded the end of its useful life.

The project scope extends from Addison Road to the Million Air terminal and includes the full demolition and reconstruction of the roadway to meet Town standards. Improvements will include new concrete pavement, curbs, sidewalks, and utility upgrades such as the installation of a new water main and improvements to storm drainage. To minimize construction delays, the Town proactively relocated all franchise utilities along the corridor in advance of this construction.

In November 2022, the City Council approved a contract with Garver, LLC (Garver) for design and bid phase services related to the Jimmy Doolittle Drive reconstruction.

In November 2024, the Town issued a request for Competitive Sealed Proposals for construction services for the Jimmy Doolittle project.

In December 2024, three (3) sealed proposals were received, with base bid amounts ranging from $1.47 million to $1.83 million. A proposal evaluation committee, composed of Town staff and representatives from Garver, reviewed and scored the submissions. McMahon Contracting LP (McMahon) was selected based on its proposed price, the qualifications of key personnel, and relevant project experience.

If approved, construction is expected to begin in May 2025 and will take approximately 150 days to complete.

FISCAL IMPACT

After McMahon was identified by the evaluation committee as the top-ranked proposer, the Town entered into negotiations to refine the scope of work and pricing for Additive Alternative 1. This additive item includes the installation of conduit, a foundation, as well as adjustments to the chain link fence, to accommodate the future monument sign. It also includes additional sodding at the entrance to Jimmy Doolittle Drive.

The table below shows the cost of the Base Bid and Additive Alternative 1 for this construction services agreement, compared to the Engineer's Estimate for the construction of the project.

Description	Engineer's Estimate	McMahon Contracting Bid
Base Bid	$1,969,270	$1,470,414.60
Additive Alt 1 Revised Amount	$95,145	$43,302.10
Total	$2,064,415	$1,513,716.70

The final construction contract amount of $1,513,716.70 is below the Engineer's Estimate of $2,064,415. The project will be fully funded by the Airport Fund and the 2023 Certificates of Obligation.

RECOMMENDATION

Administration recommends approval.

Attachments

Presentation - Jimmy Doolittle Reconstruction

Resolution - McMahon Contracting

Letter of Recommendation - Garver

Addison Airport (ADS)
Jimmy Doolittle Drive

April 22, 2025

Rebecca P. Diviney, PE
Public Works and Engineering

Background


ADDISON AIRPORT OFFICES
ADDISON
KELLER SPRINGS RD
ADDISON RD
MILLION AIR INTERNATIONAL RAMP
JIMMY DOOLITTLE DR
ADDISON RD

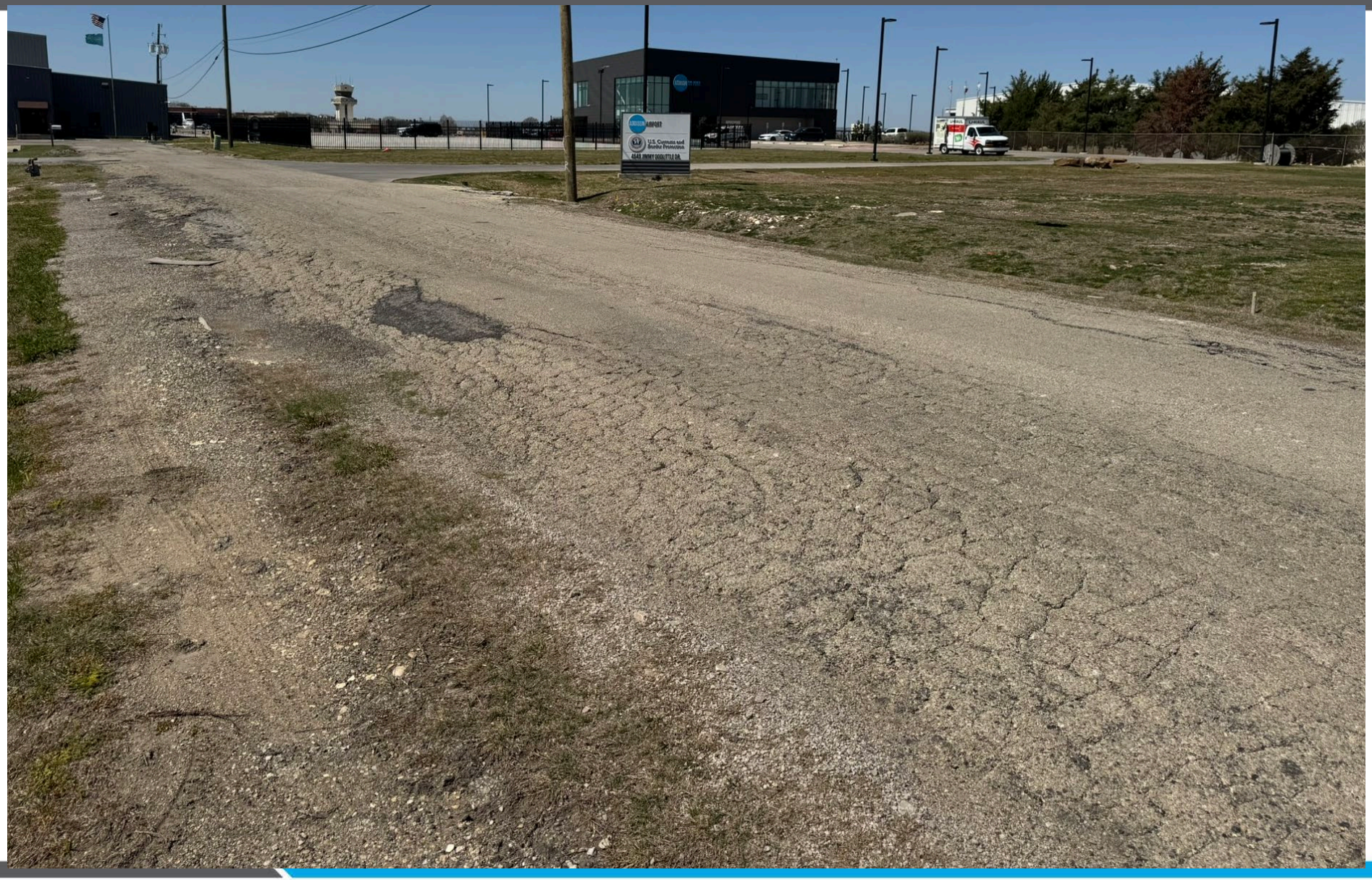
ADS Offices and Customs Facility



Existing Conditions



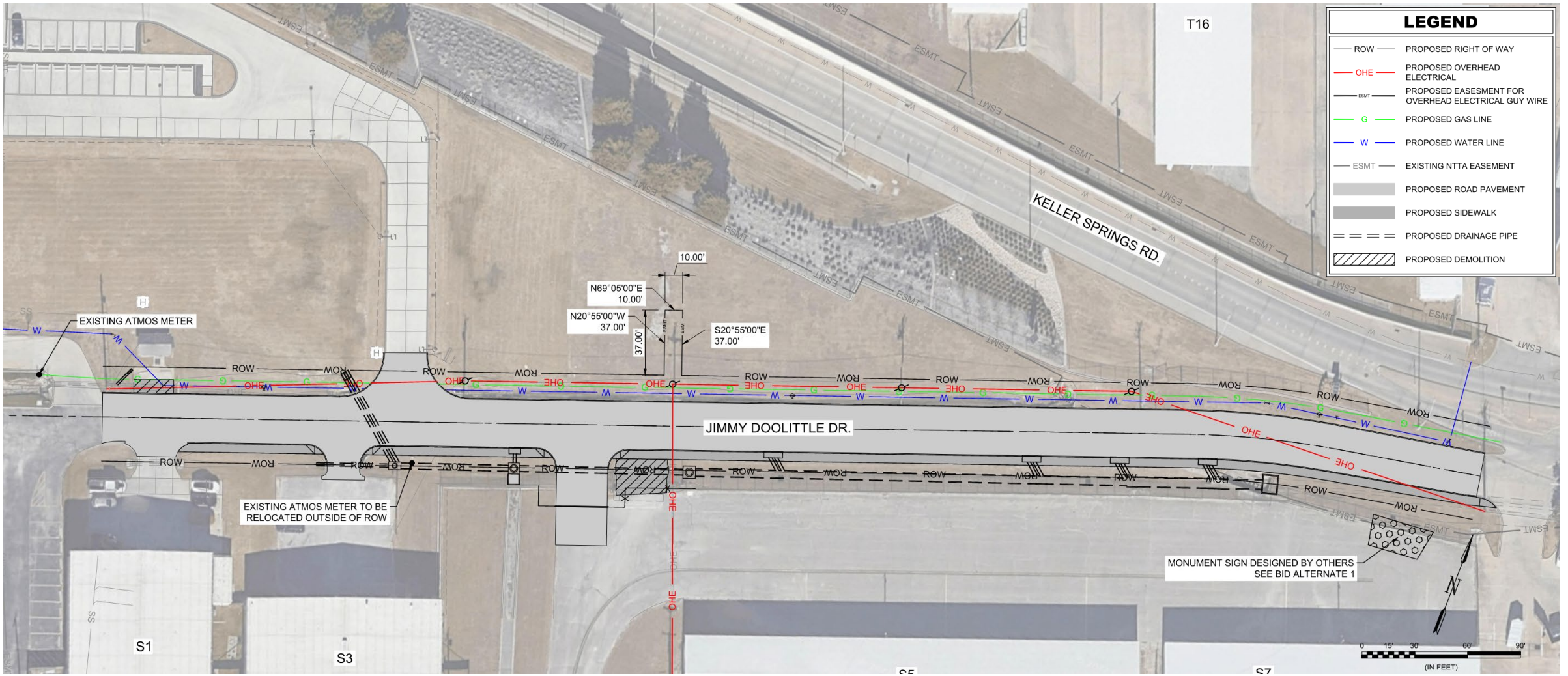
Existing Conditions



Existing Conditions



Recommendations



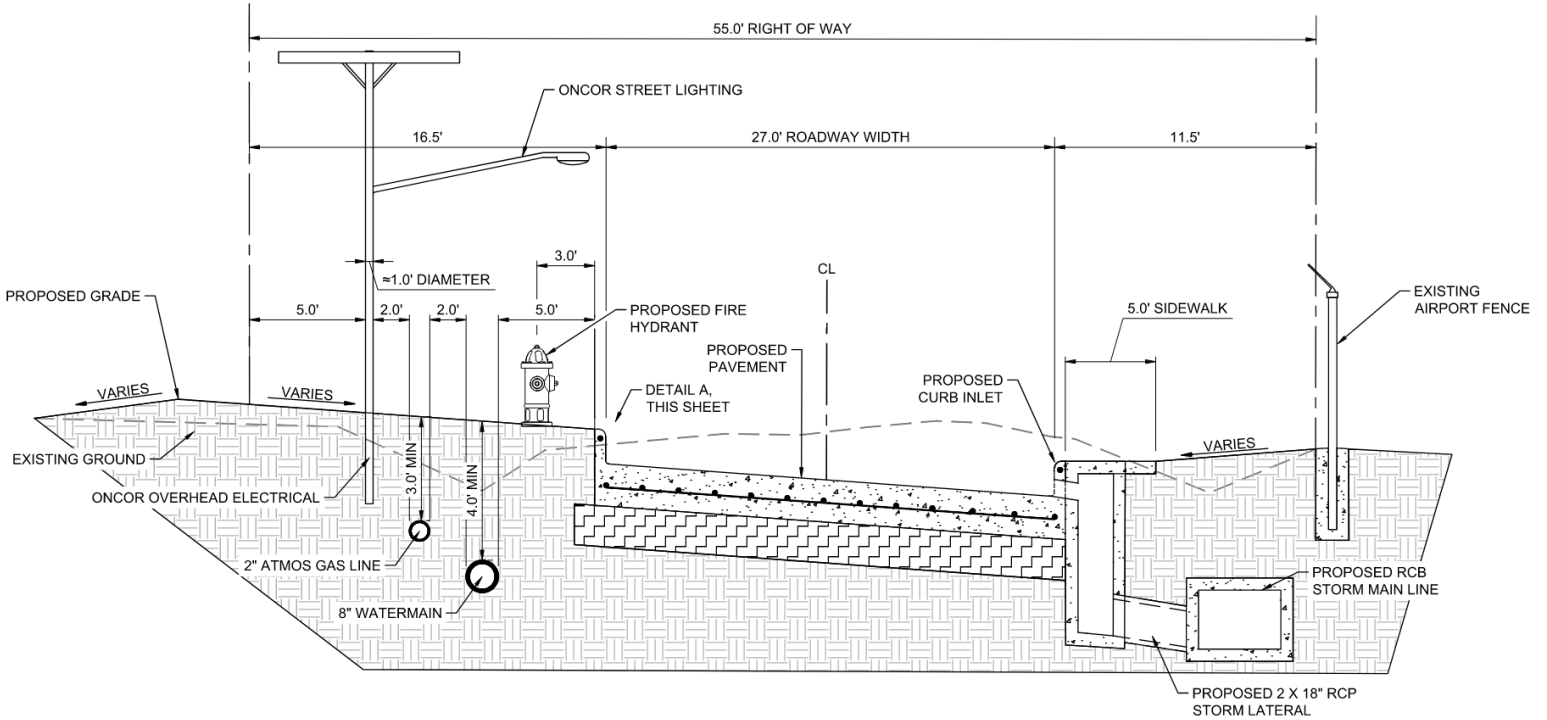
Recommendations

- Reconstruction of Jimmy Doolittle to meet Town typical design standards

- Town of Addison Involvement
  - Airport
  - Public Works and Engineering
  - Procurement
  - Parks and Recreation

- Bid for Construction in December 2024
  - Received 3 bids

- Construction Start in May 2025
  - 150 Calendar Days
  - Anticipated Completion October 2025



Next Steps

CONSTRUCTION COSTS		
MCMAHON CONTRACTING, LP	=	$1,513,716.70
GEE CONSULTANTS, INC.	=	$24,500.00
TOTAL	**=**	**$1,633,516.70**

- Total project cost to be funded by **Airport Fund**
- Approve Resolution approving a contract with **McMahon Contracting, LP** for construction in the amount of **$1,513,716.70**
- Execute a contract pending approval of this construction contract with **Gee Consultants** to perform construction materials testing service in the amount of **$24,500.00**

Questions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AN AGREEMENT WITH MCMAHON CONTRACTING LP FOR THE DEMOLITION AND RECONSTRUCTION OF JIMMY DOOLITTLE DRIVE IN AN AMOUNT NOT TO EXCEED $1,513,716.70; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with McMahon Contracting, LP, for the demolition and reconstruction of Jimmy Doolittle Drive at Addison Airport in accordance with the City's requirements.

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 McMahon Contracting LP for the demolition and general reconstruction of Jimmy Doolittle Drive at Addison Airport in an amount not to exceed $1,513,716.70, 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 ***22nd*** day of ***APRIL*** **2025.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT
JIMMY DOOLITTLE DRIVE RECONSTRUCTION
(Bid #25-01)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **McMahon Contracting, LP**, 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 Jimmy Doolittle Drive Reconsturction (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 #25-01;
(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. "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 **One Million, Five-hundred and thirteen thousand, Seven-hundred and sixteen dollars and Seventy cents ($ 1,513,716.70)** ("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.

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 **one hundred and fifty (150)** calendar days. Accordingly, Contractor shall complete all work related to the Project on or before **one hundred and sixty (160)** calendar days following the date of City's written notice to proceed to Contractor.

(b) Extentioins; 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 suspended 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 **$750** 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 enforcemet rights.

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 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 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)]

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

For City:	For Contractor:
TOWN OF ADDISON, TEXAS	MCMAHON CONTRACTING, LP
By: _____	By: _____
David Gaines City Manager	Scott Cummings President
Date: _____	Date: 3-18-2025
Notice Address:	Notice Address:
Town of Addison Attn: David Gaines, City Manager 5300 Belt Line Road Town of Addison, Texas 75254 E: dgaines@addisontx.gov	McMahon Contracting, LP Attn: Scott Cummings, President 3019 Roy Orr Blvd Grand Prairie, Texas 75050 E: ScottC@McMahoncontracting.com

Addison Contract ID:
SAMPLE FORM CSA_v1.20220330

3000 Internet Blvd
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

March 7, 2025

Passion Hayes
Addison Airport
4545 Jimmy Doolittle Drive, Suite 200
Addison, Texas 75001

Re: Addison Municipal Airport (ADS)
Jimmy Doolittle Drive Reconstruction
Town of Addison Bid No. 25-01
Recommendation of Award

Dear Ms. Hayes:

Bids were received for the Town of Addison Bid No. 25-01 Jimmy Doolittle Drive Reconstruction project for the Addison Municipal Airport at the Town of Addison Finance Building at 5350 Belt Line Road, Dallas, TX 75254 at 2:00 PM on December 5, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of three (3) bids were received on the project. McMahon Contracting, LP submitted a bid for the project in the amount of **$1,742,806.75**. Upon the Town of Addison's review, they were selected based on their qualifications and the contract amount. The table below outlines the costs for each received bid.

BID SUMMARY				
Description	**Engineers Estimate**	**McMahon Contracting, LP**	**Nu-Way Construction, LLC**	**Rebcon, LLC**
Base Bid	$1,969,270.00	$1,470,414.60	$1,622,085.00	$1,835,246.00
Additive Alternate 1	$95,360.00	$272,392.15	$171,570.00	$182,438.00
TOTAL	**$2,064,630.00**	**$1,742,806.75**	**$1,793,655.00**	**$2,017,684.00**

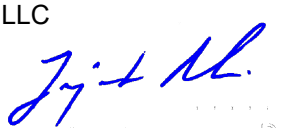
Negotiations were held with McMahon Contracting, LP for a revised scope of work and pricing for Additive Alternate 1. The table below outlines the revised cost.

BID SUMMARY		
Description	**Engineers Estimate**	**McMahon Contracting, LP**
Base Bid	$1,969,270.00	$1,470,414.60
Additive Alternate 1 - REVISED	$95,145.00	$43,302.10
TOTAL	**$2,064,415.00**	**$1,513,716.70**

We believe the bid submitted by McMahon Contracting, LP represents a good value for Addison Municipal Airport. We recommend that Base Bid and Additive Alternate 1 in the amount of **$1,513,716.70** be awarded to **McMahon Contracting, LP**.

Please call me if you have any questions.

Sincerely,
GARVER, LLC



Tonjanika Robinson, PE

Attachments: Bid Tabulation

ADDISON AIRPORT
JIMMY DOOLITTLE DRIVE RECONSTRUCTION
BID TABULATION - BASE BID
BID OPENING: DECEMBER 5, 2024; 2:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost		McMahon Contracting, LP		Nu-Way Construction, LLC		Rebcon, LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TX-500-3.1	MOBILIZATION	L.S.	1	$196,250.00	$196,250.00	$135,604.13	$135,604.13	$95,000.00	$95,000.00	$190,000.00	$190,000.00
2	F-162-5.1	7' CHAIN-LINK FENCE W/BARBED WIRE TOP AND MOW STRIP (GALVENIZED, BLACK COATED)	L.F.	120	$130.00	$15,600.00	$140.42	$16,850.40	$250.00	$30,000.00	$156.00	$18,720.00
3	NCTGOG 202	TEMPORARY EROSION CONTROL, SEDIMENTATION, AND ENVIRONMENTAL	L.S.	1	$39,250.00	$39,250.00	$20,650.00	$20,650.00	$10,000.00	$10,000.00	$50,000.00	$50,000.00
4	NCTCOG 203.1	DRAINAGE PIPE REMOVAL	L.F.	511	$70.00	$35,770.00	$32.86	$16,791.46	$60.00	$30,660.00	$33.00	$16,863.00
5	NCTCOG 203.1	MISCELLANEOUS DRAINAGE STRUCTURE	EACH	6	$1,500.00	$9,000.00	$744.17	$4,465.02	$2,500.00	$15,000.00	$1,650.00	$9,900.00
6	NCTCOG 203.1	SIGN REMOVAL AND REINSTALL	EACH	1	$500.00	$500.00	$938.10	$938.10	$1,000.00	$1,000.00	$800.00	$800.00
7	NCTCOG 203.1	MAILBOX REMOVAL	EACH	2	$500.00	$1,000.00	$510.83	$1,021.66	$200.00	$400.00	$200.00	$400.00
8	NCTCOG 203.1	GUARD RAIL REMOVAL	L.F.	150	$150.00	$22,500.00	$11.00	$1,650.00	$50.00	$7,500.00	$8.00	$1,200.00
9	NCTCOG 203.1	FENCE WITH CONCRETE MOW STRIP REMOVAL	L.F.	107	$35.00	$3,745.00	$25.96	$2,777.72	$50.00	$5,350.00	$24.00	$2,568.00
10	NCTCOG 203.1	CONCRETE MOW STRIP REMOVAL	L.F.	307	$20.00	$6,140.00	$7.94	$2,437.58	$40.00	$12,280.00	$15.00	$4,605.00
11	NCTCOG 203.2	UNCLASSIFIED EXCAVATION	C.Y.	1,254	$80.00	$100,320.00	$19.42	$24,352.68	$45.00	$56,430.00	$59.00	$73,986.00
12	NCTCOG 204.5	SODDING	S.Y.	1,800	$10.00	$18,000.00	$7.69	$13,842.00	$11.00	$19,800.00	$9.00	$16,200.00
13	NCTCOG 204.6	SEEDING	A.C.	1.0	$3,750.00	$3,750.00	$9,440.00	$9,440.00	$5,000.00	$5,000.00	$17,171.00	$17,171.00
14	NCTCOG 301.2	LIME-TREATED SUBGRADE (6")	S.Y.	2,800	$13.00	$36,400.00	$9.75	$27,300.00	$8.00	$22,400.00	$13.00	$36,400.00
15	NCTCOG 301.2	LIME	TON	56	$400.00	$22,400.00	$325.00	$18,200.00	$350.00	$19,600.00	$337.00	$18,872.00
16	NCTCOG 303.2	CONCRETE PAVEMENT (8")	S.Y.	2,965	$140.00	$415,100.00	$87.88	$260,564.20	$87.00	$257,955.00	$145.00	$429,925.00
17	NCTCOG 305.1	CONCRETE CURB AND GUTTER	L.F.	1,505	$55.00	$82,775.00	$5.15	$7,750.75	$25.00	$37,625.00	$5.00	$7,525.00
18	NCTCOG 305.2	CONCRETE SIDEWALK (4")	S.Y.	376	$125.00	$47,000.00	$76.34	$28,703.84	$55.00	$20,680.00	$150.00	$56,400.00
19	NCTCOG 501.14	8" AWWA C-900 PVC WATER PIPE	L.F.	912	$155.00	$141,360.00	$110.53	$100,803.36	$80.00	$72,960.00	$145.00	$132,240.00
20	NCTCOG 502.1	CURB INLET (6')	EACH	1	$10,000.00	$10,000.00	$6,608.00	$6,608.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00
21	NCTCOG 502.1	CURB INLET (10')	EACH	4	$11,000.00	$44,000.00	$6,726.00	$26,904.00	$10,000.00	$40,000.00	$11,000.00	$44,000.00
22	NCTCOG 502.1	5'X7' JUNCTION BOX	EACH	1	$15,000.00	$15,000.00	$9,876.00	$9,876.00	$15,000.00	$15,000.00	$13,000.00	$13,000.00
23	NCTCOG 502.1	8'X10' JUNCTION BOX	EACH	1	$25,000.00	$25,000.00	$14,396.00	$14,396.00	$30,000.00	$30,000.00	$15,500.00	$15,500.00
24	NCTCOG 502.1	WYE INLET (6' SQUARE)	EACH	2	$10,000.00	$20,000.00	$9,322.00	$18,644.00	$15,000.00	$30,000.00	$9,570.00	$19,140.00
25	NCTCOG 502.1	CONCRETE DRAINAGE FLUME	S.Y.	9	$150.00	$1,350.00	$584.10	$5,256.90	$75.00	$675.00	$330.00	$2,970.00
26	NCTCOG 502.1	TXDOT SAFETY END TREATMENT (12", TYP II, PSET-SC)	EACH	1	$4,000.00	$4,000.00	$2,146.13	$2,146.13	$7,500.00	$7,500.00	$4,125.00	$4,125.00
27	NCTCOG 502.1	TXDOT SAFETY END TREATMENT (18", TYP II, PSET-SC)	EACH	3	$4,500.00	$13,500.00	$1,961.72	$5,885.16	$8,000.00	$24,000.00	$6,710.00	$20,130.00
28	NCTCOG 502.3	FIRE HYDRANT WITH ASSEMBLY FURNISH AND INSTALL	EACH	3	$8,000.00	$24,000.00	$9,267.82	$27,803.46	$7,500.00	$22,500.00	$8,360.00	$25,080.00
29	NCTCOG 502.5	11.25° BEND FOR 8" WATERLINE FURNISH AND INSTALL	EACH	1	$800.00	$800.00	$1,204.26	$1,204.26	$1,000.00	$1,000.00	$1,155.00	$1,155.00
30	NCTCOG 502.5	45° BEND FOR 8" WATERLINE FURNISH AND INSTALL	EACH	2	$800.00	$1,600.00	$1,310.46	$2,620.92	$1,000.00	$2,000.00	$1,155.00	$2,310.00
31	NCTCOG 502.5	90° BEND FOR 8" WATERLINE FURNISH AND INSTALL	EACH	1	$3,800.00	$3,800.00	$1,275.06	$1,275.06	$1,000.00	$1,000.00	$1,265.00	$1,265.00
32	NCTCOG 502.6	8" GATE VALVE FURNISH AND INSTALL	EACH	4	$3,000.00	$12,000.00	$3,440.44	$13,761.76	$3,500.00	$14,000.00	$3,300.00	$13,200.00
33	NCTCOG 502.6	8" TAPPING SLEEVE AND VALVE FURNISH AND INSTALL	EACH	2	$3,300.00	$6,600.00	$7,827.41	$15,654.82	$7,500.00	$15,000.00	$10,450.00	$20,900.00
34	NCTCOG 503.3	STEEL ENCASED 8" WATERLINE, OPEN CUT	L.F.	50	$500.00	$25,000.00	$185.93	$9,296.50	$275.00	$13,750.00	$319.00	$15,950.00
35	NCTCOG 503.3	STEEL ENCASED 8" WATERLINE, BY OTHER THAN OPEN CUT	L.F.	40	$500.00	$20,000.00	$460.43	$18,417.20	$1,200.00	$48,000.00	$726.00	$29,040.00
36	NCTCOG 508.3	12" REINFORCED CONCRETE PIPE (CLASS IV), NON-ENCASED	L.F.	8	$200.00	$1,600.00	$146.53	$1,172.24	$95.00	$760.00	$308.00	$2,464.00
37	NCTCOG 508.3	18" REINFORCED CONCRETE PIPE (CLASS IV), NON-ENCASED	L.F.	232	$230.00	$53,360.00	$156.31	$36,263.92	$105.00	$24,360.00	$228.00	$52,896.00
38	NCTCOG 508.3	18" REINFORCED CONCRETE PIPE (CLASS IV), CONCRETE-ENCASED	L.F.	20	$300.00	$6,000.00	$280.78	$5,615.60	$145.00	$2,900.00	$534.00	$10,680.00
39	NCTCOG 508.3	3'X2' PRECAST CONCRETE BOX CULVERT	L.F.	176	$360.00	$63,360.00	$383.20	$67,443.20	$750.00	$132,000.00	$429.00	$75,504.00
40	NCTCOG 508.3	4'X2' PRECAST CONCRETE BOX CULVERT	L.F.	256	$450.00	$115,200.00	$420.93	$107,758.08	$800.00	$204,800.00	$476.00	$121,856.00
41	NCTCOG 508.3	5'X2' PRECAST CONCRETE BOX CULVERT	L.F.	80	$500.00	$40,000.00	$482.69	$38,615.20	$850.00	$68,000.00	$572.00	$45,760.00
42	NCTCOG 701.2	FULL DEPTH PAVEMENT REMOVAL (ASPHALT)	S.Y.	1,860	$45.00	$83,700.00	$14.73	$27,397.80	$40.00	$74,400.00	$26.00	$48,360.00

ADDISON AIRPORT
JIMMY DOOLITTLE DRIVE RECONSTRUCTION
BID TABULATION - BASE BID
BID OPENING: DECEMBER 5, 2024; 2:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost		McMahon Contracting, LP		Nu-Way Construction, LLC		Rebcon, LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
43	NCTCOG 701.2	FULL DEPTH PAVEMENT REMOVAL (CONCRETE)	S.Y.	350	$60.00	$21,000.00	$23.76	$8,316.00	$45.00	$15,750.00	$38.00	$13,300.00
44	NCTCOG 801.1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	L.S.	1	$97,000.00	$97,000.00	$33,072.69	$33,072.69	$25,000.00	$25,000.00	$53,056.00	$53,056.00
45	NCTCOG 804.2	ROADWAY PAINTING, FIRELANE MARKING	S.F.	770	$2.00	$1,540.00	$4.66	$3,588.20	$5.00	$3,850.00	$5.00	$3,850.00
46	SS-300-5.1	LOCKOUT/TAGOUT PROCEDURES	L.S.	1	$11,000.00	$11,000.00	$27,730.00	$27,730.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00
47	SS-301-5.1	REMOVE GATE 7 AND ASSOCIATED ELECTRICAL EQUIPMENT	L.S.	1	$10,000.00	$10,000.00	$78,824.00	$78,824.00	$10,000.00	$10,000.00	$1,980.00	$1,980.00
48	SS-302-3.1	POWER UTILITY ALLOWANCE	ALLOW	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
49	SS-305-5.1	DIRECTIONAL BORING, 2-WAY 2"C POLYETHYLENE CONDUITS	L.F.	100	$70.00	$7,000.00	$92.04	$9,204.00	$137.00	$13,700.00	$100.00	$10,000.00
50	SS-350-5.1	GATE 7 AUTOMATIC SLIDING CANTILEVER GATE AND OPERATOR SYSTEM, INSTALLED	EACH	1	$30,000.00	$30,000.00	$146,520.60	$146,520.60	$40,000.00	$40,000.00	$55,000.00	$55,000.00
					TOTAL	$1,969,270.00		**$1,470,414.60**		**$1,622,085.00**		**$1,835,246.00**

ADDISON AIRPORT
MONUMENT SIGN
BID TABULATION - ADDITIVE ALTERNATE 1
BID OPENING: DECEMBER 5, 2024; 2:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost		McMahon Contracting, LP		Nu-Way Construction, LLC		Rebcon, LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	04 00 00	MANSORY - MONUMENT SIGN	L.S.	1	$65,000.00	$65,000.00	$90,860.00	$90,860.00	$40,000.00	$40,000.00	$88,000.00	$88,000.00
2	26 50 00	LIGHTING	L.S.	1			$141,600.00	$141,600.00	$10,000.00	$10,000.00	$33,000.00	$33,000.00
3	32 80 00	IRRIGATION	L.S.	1			$8,307.20	$8,307.20	$20,000.00	$20,000.00	$9,515.00	$9,515.00
4	32 90 00	PLANTING	L.S.	1			$4,711.74	$4,711.74	$15,000.00	$15,000.00	$5,434.00	$5,434.00
5	TX-500-3.1	MOBILIZATION	L.S.	1	$9,950.00	$9,950.00	$5,900.00	$5,900.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
6	F-162-5.2	7' CHAIN-LINK FENCE W/BARBED WIRE TOP (GALVENIZED, BLACK COATED)	L.F.	5	$115.00	$575.00	$140.42	$702.10	$250.00	$1,250.00	$131.00	$655.00
7	F-162-5.3	REINSTALL EXISTING CHAIN-LINK FENCE	L.F.	30	$35.00	$1,050.00	$76.70	$2,301.00	$50.00	$1,500.00	$72.00	$2,160.00
9	NCTCOG 203.1	FENCE WITH CONCRETE MOW STRIP REMOVAL	L.F.	30	$35.00	$1,050.00	$25.96	$778.80	$50.00	$1,500.00	$25.00	$750.00
10	NCTCOG 701.2	FULL DEPTH PAVEMENT REMOVAL (ASPHALT)	S.Y.	33	$45.00	$1,485.00	$34.07	$1,124.31	$40.00	$1,320.00	$28.00	$924.00
11	SS-300-5.2	NO. 12 AWG STRANDED, TYPE THHN/THWN-2 CABLE, INSTALLED IN CONDUIT OR DUCT BANK	L.F.	1,500	$1.50	$2,250.00	$2.95	$4,425.00	$35.00	$52,500.00	$9.00	$13,500.00
12	SS-300-5.3	1W-2" NON-ENCASED CONDUIT	L.F.	500	$16.00	$8,000.00	$15.34	$7,670.00	$27.00	$13,500.00	$15.00	$7,500.00
13	SS-300-5.4	TIER 15 RATED, PREFABRICATED ELECTRICAL HANDHOLE, SIZE 17"W X 30"L X 24"D	EACH	2	$3,000.00	$6,000.00	$2,006.00	$4,012.00	$2,500.00	$5,000.00	$5,500.00	$11,000.00
					TOTAL	$95,360.00		**$272,392.15**		**$171,570.00**		**$182,438.00**

McMahon Contracting, LP's Additive Alternate 1 prices were negotiated after bids were received. The information above consists of hard bid numbers and was not awarded.

ADDISON AIRPORT
MONUMENT SIGN
BID TABULATION - ADDITIVE ALTERNATE 1 - REVISED
BID OPENING: DECEMBER 5, 2024; 2:00 PM

					Engineer's Estimate of Probable Cost		McMahon Contracting, LP	
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	04 00 00	MONUMENT SIGN STRUCTURAL BASE ONLY	L.S.	1	$65,000.00	$65,000.00	$15,660.00	$15,660.00
5	TX-500-3.1	MOBILIZATION	L.S.	1	$9,950.00	$9,950.00	$4,900.00	$4,900.00
6	F-162-5.2	7' CHAIN-LINK FENCE W/BARBED WIRE TOP (GALVENIZED, BLACK COATED) WITH CONCRETE MOW STRIP	L.F.	20	$115.00	$2,300.00	$231.97	$4,639.40
7	F-162-5.3	REINSTALL EXISTING CHAIN-LINK FENCE WITH CONCRETE MOW STRIP	L.F.	30	$35.00	$1,050.00	$142.64	$4,279.20
9	NCTCOG 203.1	FENCE WITH CONCRETE MOW STRIP REMOVAL	L.F.	30	$35.00	$1,050.00	$25.96	$778.80
10	NCTCOG 701.2	FULL DEPTH PAVEMENT REMOVAL (ASPHALT)	S.Y.	33	$45.00	$1,485.00	$34.07	$1,124.31
12	SS-300-5.3	1W-2" NON-ENCASED CONDUIT	L.F.	500	$16.00	$8,000.00	$15.34	$7,670.00
13	SS-300-5.4	TIER 15 RATED, PREFABRICATED ELECTRICAL HANDHOLE, SIZE 17"W X 30"L X 24"D	EACH	2	$3,000.00	$6,000.00	$2,006.00	$4,012.00
	NCTCOG 204.5	SODDING	S.Y.	31	$10.00	$310.00	$7.69	$238.39
					TOTAL	$95,145.00		**$43,302.10**

City Council Regular Meeting **6. e.**

Meeting Date: 04/22/2025

Department: Finance

Key Focus Areas: Financial Health and Organizational Excellence

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AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance amending the Town's Annual Budget for the Fiscal Year Ending September 30, 2025, to reallocate personnel and contractual services costs in the General Fund and provide funding for sales tax recovery contractual services, Holiday in the Park event enhancements, Athletic Club outdoor fence construction, maintenance and repairs to the Addison Performing Arts Center, Redding Trail extension project, and prior year encumbrances.

BACKGROUND:

The Fiscal Year (FY) 2025 budget was adopted by Council on September 10, 2024. This is the first amendment of the FY 2025 Town of Addison annual budget.

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 the authority of the City Manager, these adjustments are presented to the Council in the form of a budget amendment.

In the General Fund, the proposed budget amendment includes reallocation of personnel costs ($260,427) and contractual services costs ($86,020) from the Police Department to the Development & Neighborhood Services Department as a result of the transfer of the Animal Services function from the Police Department to the Development & Neighborhood Services Department. This amendment also includes funding for a Development Relations Project Manager position ($60,000) discussed at the March 25, 2025 Council meeting and increased contractual services in the Finance Department for sales tax recovery contractual services ($300,000). In the fourth quarter of fiscal year 2024, the Town's sales tax recovery consultant facilitated two large sales tax re-allocations to the Town totaling approximately $1.2 million. Increased sales tax revenue of $360,000 is included in the proposed amendment, resulting in no net change to the General Fund.

The proposed amendment allocates $1,108,472 in the Infrastructure Investment Fund of prior year encumbrances for the following projects:

- Traffic Signal and ADA Improvements ($608,472) - the City Council approved a construction contract for the project on August 9, 2022 in the amount of $1,350,513.
- Conference Centre Renovation Project ($500,000) - the City Council approved a design contract for the project on August 13, 2024 and awarded a construction contract on November 12, 2024 that was later amended to include the guaranteed maximum price on March 4, 2025.

The proposed amendment includes $1,023,665 in the Self-Funded Projects Fund for the following:

- Rockin' Around the Circle Event ($120,000) - this item was discussed in a work session by the Council on August 13, 2024 in which Council directed staff to move forward with the plan. A contract for a holiday tree and lighting was approved by Council at the September 24, 2024 meeting.
- Addison Athletic Club Outdoor Fence Construction - this item is a component of the AAC Outdoor Pool Restrooms / Perimeter Fence Renovations Project that was approved as part of the 2025 budget and included in the Town's five-year capital improvement program. The outdoor fence portion of this project was not anticipated to be completed until FY26.
- Prior year encumbrances for the following:
    - Fire Department Administration Vehicles ($120,430) - these vehicles were included in the

FY24 budget but not received until October 2024.

- Comprehensive Plan ($20,000) - the Council awarded the contract for the Comprehensive Plan project at the August 22, 2023 meeting.
- Neighborhood Services Division Startup Funding ($60,000) - this item was included in the FY24 budget, but not utilized until FY25.
- DART Engineering Review ($30,000) - this item was originally approved by Council at the May 28, 2019 meeting.
- Unified Development Code ($51,449) - this item was originally approved by Council at the June, 26, 2018 meeting.
- Code Enforcement Vehicle ($48,987) - this vehicle was included in the FY24 budget but not received until December 2024.
- Signal Improvements at Belt Line & Business Blvd. ($60,000) - this item was approved by Council at the July 23, 2024 meeting.
- Arapaho and Surveyor Traffic Signal Design ($46,000) - this item was approved by Council at the June 25, 2024 meeting.
- Pavement Condition Assessment ($14,500) - this item was approved by Council at the July 11, 2023 meeting.
- HSIP Grant Application Contractual Services ($18,500) - In November 2022, Public Works & Engineering staff collaborated with Kimley-Horn and Associates to pursue HSIP grant funding from TxDOT. This represents the amount remaining on the contract.
- Addison Performing Arts Centre Utilization Study ($32,400) - this item was included in the FY24 budget.
- Beltway Drive Trail Construction Documents ($12,000) - a contract for this item was approved by Council at the February 13, 2023 meeting.
- Rebuild of the Pond Pump at the Finance Building ($75,000) - prior year encumbrance related to repairs from storm damage that was included in the insurance claim.
- Spruill Dog Park Drainage Improvements ($29,226) - this item was included in the FY24 budget.
- Addison Circle Park Vision Plan ($60,000) - a contract for this item was approved by Council at the February 27, 2024 meeting.
- "Hero Among Us" Sculpture ($75,000) - a contract for this item was approved by Council at the February 27, 2024 meeting.
- Recreation Van ($65,173) - this item was approved in the FY24 budget, but was not received until FY25.
- Addison Athletic Club Facility Improvements ($35,000) - this item was included in the FY24 budget but was not completed until FY25.

The proposed amendment includes $80,000 in the Facility Maintenance Fund for maintenance and repairs to the Addison Performing Arts Centre to accommodate the relocation of Special Events & Theatre staff to the facility as a result of the construction of the new Town Hall.

The proposed amendment includes $1,925,973 in the Capital Equipment Replacement Fund for prior year encumbrances for vehicles and equipment that were not received in the prior year due to supply chain issues.

The proposed amendment includes $50,000 from the Capital Projects Fund to utilize residual bond proceeds from the 2021 General Obligation Bonds for the Redding Trail Extension / Dog Park project. The construction contract for this project was approved by Council at the August 27, 2024 meeting.

The table below illustrates the net impact the proposed budget amendment has on each fund and in total:

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
General Fund	$300,000	$300,000	$-

Infrastructure Investment Fund	$1,108,472	$-	($1,108,472)
Self-Funded Special Projects Fund	$1,023,665	$-	($1,023,665)
Facility Maintenance Fund	$80,000	$-	($80,000)
CERF Fund	$1,925,973	$-	($1,925,973)
Capital Projects Fund	$50,000	$-	($50,000)
Total	**$4,488,110**	**$300,000**	**($4,188,110)**

The attachments reflect the proposed budget changes by fund in the Ordinance and budget amendment summary.

FISCAL IMPACT

There is no net fiscal impact to the General Fund.

There is a $1,108,472 impact on the Infrastructure Investment Fund. However, this impact is more than covered by a higher beginning fund balance than anticipated.

There is a $1,023,665 impact on the Self-Funded Special Projects Fund. However, this impact is more than covered by a higher beginning fund balance than anticipated.

There is a $50,000 impact on the Capital Projects Fund. However, this impact is covered by a higher beginning fund balance than anticipated.

There is a $1,925,973 impact on the Capital Equipment Replacement Fund. However, this impact is more than covered by a higher beginning working capital balance than anticipated.

There is an $80,000 impact on the Facility Maintenance Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Presentation - FY 2025 Mid-Year Budget Amendment

Ordinance - FY 2025 Mid-Year Budget Amendment

FY2025 Mid-Year Budget Amendment

April 22, 2025

Chief Financial Officer, Steven Glickman

Budget Amendment Process

Regular amendments are an accepted practice

- Represents active monitoring and management of fiscal affairs.
- Mitigates impact of changes in circumstances.
- Enhances transparency.

Budget Amendment Process

Town's Budget Amendment Policy:

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

FY2025 Amendment – General Fund

Revenues

- Sales Tax Revenue = $360,000

Expenses

- Development Svcs. Personnel = $206,427
- Development Svcs. Contractual Services = $86,020
- Police Department Personnel = ($206,427)
- Police Department Contractual Services = ($86,020)
- Development Relations Project Manager = $60,000
- Finance Department Contractual Services for Sales Tax Recovery - $300,000

FY2025 Amendment – Infrastructure Investment Fund

Revenues

Expenses

- Traffic Signal and ADA Improvements Project = $608,472
- Conference Centre Renovation Project = $500,000

FY2025 Amendment – Self-Funded Special Projects Fund

Revenues

Expenses

- Rockin' Around the Circle = $120,000
- Athletic Club Outdoor Fence = $50,000
- Prior Year Encumbrances = $853,665
- **Total = $1,023,665**

FY2025 Amendment – Facility Maintenance Fund

Revenues

Expenses

- Addison Performing Arts Centre Maintenance and Repairs = $80,000

FY2025 Amendment – CERF Fund

Revenues

Expenses

- Prior Year Encumbrances = $1,925,973

FY2025 Amendment – Capital Projects Fund

Revenues

Expenses

- Redding Trail Extension / Dog Park Project
  =
  $50,000

FY2025 Amendment: Grand Totals

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balances
General Fund	$300,000	$300,000	$-
Infrastructure Investment Fund	$1,108,472	$-	($1,108,472)
Self-Funded Special Projects Fund	$1,023,665	$-	($1,023,665)
Facility Maintenance Fund	$80,000	$-	($80,000)
CERF Fund	$1,925,973	$-	($1,925,973)
Capital Projects Fund	$50,000	$-	($50,000)
Total	**$4,488,110**	**$300,000**	**($4,188,110)**

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 TO REALLOCATE PERSONNEL AND CONTRACTUAL SERVICES COSTS IN THE GENERAL FUND; PROVIDE FUNDING FOR SALES TAX RECOVERY CONTRACTUAL SERVICES; DEVELOPMENT RELATIONS PROJECT MANAGER; ROCKIN' AROUND THE CIRCLE EVENT; ATHLETIC CLUB OUTDOOR FENCE CONSTRUCTION; MAINTENANCE AND REPAIRS TO THE ADDISON PERFORMING ARTS CENTER; REDDING TRAIL EXTENSION PROJECT; AND PRIOR YEAR ENCUMBRANCES; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 10, 2024, the City Council of the Town of Addison, Texas (the "City") adopted a budget for the City for the fiscal year beginning October 1, 2024 and ending September 30, 2025 as set forth in City Ordinance No. 024-039; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, the amendments to the City's 2024-2025 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

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

SECTION 1. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Ordinance.

SECTION 2. In accordance with Section 5.08 of the City Charter, City Ordinance No. 024-039 adopting the 2024-25 annual budget, is hereby amended as set forth in this Section 2 below and as detailed on **Exhibit A**, attached hereto and incorporated herein:

(a) allocate $360,000, offset by an equal increase in Sales Tax, from the General Fund for sales tax recovery contractual services ($300,000) and a Development Relations Project Manager ($60,000); and

(b) reallocate expenditures between the Police and Development Services departments in the General Fund as a result of the transfer of the Animal Services function from the Police Department to the Development Services Department as follows:

i. Personnel increase in Development Services ($260,427) offset by Personnel decrease in Police ($260,427); and

ii. Contractual Services increase in Development Services ($86,020) offset by Contractual Services decrease in Police ($86,020); and

(c) allocate $1,108,472 in the Infrastructure Investment Fund for prior year encumbrances related to the Traffic Signal and ADA Improvements and Conference Center Renovation projects; and

(d) allocate $1,023,665 from the Self-Funded Special Projects Fund for the following:

i. Rockin' Around the Circle Event ($120,000); and

ii. Athletic Club outdoor fence construction ($50,000); and

iii. Prior year-encumbrances of $853,665 for the following:

1) Fire Department administration vehicles and upfitting ($120,430); and

2) Comprehensive Plan ($20,000); and

3) Neighborhood Services startup funding ($60,000); and

4) DART Engineering Review ($30,000); and

5) Unified Development Code ($51,449); and

6) Code Enforcement vehicle ($48,987); and

7) Signal Improvements at Belt Line/Business Blvd. ($60,000); and

8) Arapaho and Surveyor Traffic Signal Design ($46,000); and

9) Pavement Condition Assessment ($14,500); and

10) HSIP Grant Application contractual services ($18,500); and

11) Addison Performing Arts Center utilization study ($32,400); and

12) Beltway Drive Trail construction documents ($12,000); and

13) Rebuilding of the pond pump at the Finance building ($75,000); and

14) Spruill Dog Park drainage improvements ($29,226); and

15) Addison Circle Park Vision Plan ($60,000); and

16) "Hero Among Us" sculpture ($75,000); and

17) Recreation van ($65,173); and

18) Athletic Center facility improvements ($35,000); and

(e) allocate $80,000 in the Facility Maintenance Fund for maintenance and repairs to the Addison Performing Arts Center to accommodate the relocation of Special Events staff to the facility; and

(f) allocate $1,925,973 from the Capital Equipment Replacement Fund for prior year encumbrances for vehicles and equipment that were not received in the prior year due to supply chain issues; and

(g) allocate $50,000 from the Capital Projects Fund to utilize residual bond proceeds from the 2021 General Obligation Bond Fund for the Redding Trail Extension/Dog Park project.

SECTION 3. This Ordinance shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this ***22nd*** day of ***APRIL*** **2025**.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

TOWN OF ADDISON
GENERAL FUND BY CATEGORY
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ 20,799,755	$ 56,680	$ 20,856,435
REVENUES:			
Ad valorem Taxes	$ 25,465,206	$ -	$ 25,465,206
Non-Property Taxes	17,465,000	360,000	17,825,000
Franchise Fees	2,055,000	-	2,055,000
Licenses and Permits	1,210,700	-	1,210,700
Service Fees	2,726,319	-	2,726,319
Fines and Penalties	335,000	-	335,000
Rental Income	8,600	-	8,600
Interest and Other Income	1,007,500	-	1,007,500
TOTAL OPERATIONAL REVENUE	$ 50,273,325	$ 360,000	$ 50,633,325
TOTAL REVENUES	$ 50,273,325	$ 360,000	$ 50,633,325
TOTAL AVAILABLE RESOURCES	$ 71,073,080	$ 360,000	$ 71,489,760
EXPENDITURES:			
Personnel Services	$ 33,016,516	$ 60,000	$ 33,076,516
Supplies	1,728,719	-	1,728,719
Maintenance	4,047,164	-	4,047,164
Contractual Services	8,660,210	300,000	8,960,210
Capital Replacement / Lease	2,513,511	-	2,513,511
Capital Outlay	303,269	-	303,269
TOTAL OPERATIONAL EXPENDITURES	$ 50,269,389	$ 360,000	$ 50,629,389
TOTAL EXPENDITURES	$ 50,269,389	$ 360,000	$ 50,629,389
ENDING FUND BALANCES	$ 20,803,691	$ -	$ 20,860,371
Fund Balance Percentage	41.4%		41.2%

EXHIBIT A

TOWN OF ADDISON
INFRASTRUCTURE INVESTMENT FUND
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ 4,129,546	$ 2,134,168	$ 6,263,714
REVENUES:			
Ad valorem Taxes	$ 381,504	$ -	$ 381,504
Interest and Other Income	150,000		150,000
TOTAL OPERATIONAL REVENUE	$ 531,504	$ -	$ 531,504
TOTAL REVENUES	$ 531,504	$ -	$ 531,504
TOTAL AVAILABLE RESOURCES	$ 4,661,050	$ 2,134,168	$ 6,795,218
EXPENDITURES:			
Traffic Signal and ADA Improvements	$ -	$ 608,472	$ 608,472
Conference Center Renovations	1,500,000	500,000	2,000,000
TOTAL EXPENDITURES	$ 1,500,000	$ 1,108,472	$ 2,608,472
ENDING FUND BALANCES	$ 3,161,050	$ 1,025,696	$ 4,186,746

EXHIBIT A

TOWN OF ADDISON
SELF-FUNDED PROJECT FUND
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ 5,162,681	$ 3,342,855	8,505,536
REVENUES:			
Interest and Other Income	$ 125,000	$ -	$ 125,000
TOTAL OPERATIONAL REVENUE	$ 125,000	$ -	$ 125,000
TOTAL REVENUES	$ 125,000	$ -	$ 125,000
TOTAL AVAILABLE RESOURCES	$ 5,287,681	$ 3,342,855	$ 8,630,536
EXPENDITURES:			
Supplies	$ 3,000	$ -	$ 3,000
Maintenance	196,000	104,226	300,226
Contractual Services	549,900	346,849	896,749
Capital Outlay	507,200	572,590	1,079,790
TOTAL OPERATIONAL EXPENDITURES	$ 1,256,100	$ 1,023,665	$ 2,279,765
TOTAL EXPENDITURES	$ 1,256,100	$ 1,023,665	$ 2,279,765
ENDING FUND BALANCES	$ 4,031,581	$ 2,319,190	$ 6,350,771

EXHIBIT A

TOWN OF ADDISON
2021 GENERAL OBLIGATION BOND FUND
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ -	$ 50,000	$ 50,000
TOTAL AVAILABLE RESOURCES	$ -	$ 50,000	$ 50,000
EXPENDITURES:			
Redding Trail Extension/Dog Park	$ -	$ 50,000	$ 50,000
TOTAL EXPENDITURES	$ -	$ 50,000	$ 50,000
ENDING FUND BALANCES	$ -	$ -	$ -

EXHIBIT A

TOWN OF ADDISON
CAPITAL EQUIPMENT REPLACEMENT FUND
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ 1,839,545	$ 2,268,060	$ 4,107,605
REVENUES:			
Service Fees	$ 1,705,000	$ -	$ 1,705,000
Interest and Other Income	132,400	-	132,400
TOTAL OPERATIONAL REVENUE	$ 1,837,400	$ -	$ 1,837,400
TOTAL REVENUES	$ 1,837,400	$ -	$ 1,837,400
EXPENSES:			
Capital Outlay	1,321,600	1,925,973	3,247,573
TOTAL OPERATIONAL EXPENDITURES	$ 1,321,600	$ 1,925,973	$ 3,247,573
TOTAL EXPENDITURES	$ 1,321,600	$ 1,925,973	$ 3,247,573
ENDING WORKING CAPITAL	$ 2,355,345	$ 342,087	$ 2,697,432
Working Capital Percentage	178.2%		83.1%

EXHIBIT A

TOWN OF ADDISON
FACILITY MAINTENANCE FUND
FY2024-25

	Adopted Budget 2024-25	Amendment 2024-25	Revised Budget 2024-25
BEGINNING BALANCES	$ 1,404,100	$ (224,689)	$ 1,179,411
REVENUES:			
Service Fees	$ 750,000	$ -	$ 750,000
Interest and Other Income	29,000	-	29,000
TOTAL OPERATIONAL REVENUE	$ 779,000	$ -	$ 779,000
TOTAL REVENUES	$ 779,000	$ -	$ 779,000
EXPENSES:			
Maintenance	1,085,000	80,000	1,165,000
TOTAL OPERATIONAL EXPENDITURES	$ 1,085,000	$ 80,000	$ 1,165,000
TOTAL EXPENDITURES	$ 1,085,000	$ 80,000	$ 1,165,000
ENDING WORKING CAPITAL	$ 1,098,100	$ (304,689)	$ 793,411
Working Capital Percentage	101.2%		68.1%