



Duncanville City Council Meeting Agenda
City Council Briefing Room and City Council Chamber
Videoconference via ZOOM
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, April 5, 2022

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, April 5, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak during Citizen Comments via ZOOM, you must register with the City Secretary before 4pm on Tuesday, April 5, 2022, email citysecretary@duncanville.com and title the email "Public Comment – April 5th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your microphone to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, April 5, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – April 5th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_BWJhMfJISOGMEgz07U4qqQ

After registering, you will receive a confirmation email containing information about joining the webinar.

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. **DISCUSS AGENDA ITEMS**
2. **BRIEFINGS / PRESENTATIONS**

EXECUTIVE SESSION

1. City Council shall convene into closed Executive Session pursuant to Section 551.071 Texas Gov't Code; to discuss and deliberate the purchase, exchange or value of real property in order to improve negotiation with the third party for property west of US Highway 67 South of Camp Wisdom East of Main Street and North of Daniieldale Rd.; and, to deliberate regarding commercial and financial information from a business prospect and deliberate an offer of a financial or incentive to a business prospect pursuant to Section 551.087, Texas Gov't Code.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Rev. Jane Graner from Trinity United Methodist Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation in recognition of National Library Week, April 3-9, 2022.
[Proclamation - Library Week](#)

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3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, April 5, 2022, email citysecretary@duncanville.com and title the email. "Public Comment – April 5th". You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

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4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the March 7th Special City Council Meeting, March 14th Joint Meeting, and the March 15th City Council Regular Meeting.
2022-03-07 - Special - City Council - Minutes - UNAPPROVED
2022-03-14 - Joint Meeting - City Council - Minutes - UNAPPROVED
2022-03-15 - City Council - Minutes - UNAPPROVED | 7 - 17 |
| B. | Consider a Resolution approving the award of IFB #22-012, Forest Hills Addition Ramps Construction, to Northstar Construction, LLC through the City's competitive bid process, with an estimated expenditure amount of \$217,685.00 and an additional appropriation of \$21,768.50 for a contingency equaling ten (10) percent of the original contract price.
Northstar Construction, LLC. | 18 - 40 |
| C. | Consider a Resolution approving the purchase of fuel products from Jack Ray Oil Company through Tarrant County Cooperative Purchase Contract #2022-063 in the estimated total expenditure amount of \$472,780.00.
Jack Ray Oil Company | 41 - 54 |

- | | | |
|--|---|-----------|
| D. | Consider a Resolution approving a Cooperative Purchasing Agreement with Professional Turf Products, L.P. through BuyBoard Contract #611-20 in the expenditure amount of \$84,442.06.
Professional Turf Products | 55 - 61 |
| E. | Consider a Resolution authorizing the purchase of fire equipment for the new Fire Engine from Municipal Emergency Services (MES) through the National Purchasing Partners Government (NPPGov) Contract #PS20040 in the expenditure amount of \$66,401.83.
Fire Engine | 62 - 69 |
| F. | Consider a Resolution authorizing the Bid No. RFB-22-0001 Demolition of Substandard Buildings for real property within the City of Duncanville to Garrett Demolition, Inc. in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A,'; in an amount not to exceed \$77,167.16.
Garrett Demolition, Inc. | 70 - 221 |
| G. | Consider a Resolution awarding a contract for Construction Manager at Risk Services (CMAR) for Harrington Park Improvements to Dean Construction, with an estimated amount of \$288,000.00 based on unit price bid.
Harrington Park Improvements - Dean Construction | 222 - 229 |
| H. | Consider a Resolution authorizing a cooperative purchasing agreement with Caldwell Country Chevrolet, LLC through Buyboard Contract #601-19, to approve procurement of six Chevrolet Tahoes PPVs in the total expenditure amount of \$465,898.00.
Caldwell Country Chevrolet | 230 - 238 |
| 5. ITEMS FOR INDIVIDUAL CONSIDERATION | | |
| A. | Conduct a Public Hearing (2022-04) for consideration and action regarding the request of Pedro Espinoza, applicant and owner, to include a Specific Use Permit "SUP" for a Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, more commonly known as 622 West Camp Wisdom Road, Duncanville, Dallas County, Texas.
SUP - Carport - 622 West Camp Wisdom Road | 239 - 257 |
| B. | Consider a Resolution approving the Economic Development Grant agreement by and between Duncanville Community and Economic Development Corporation (DCEDC) and Wheatland Duncanville, LLC (Wheatland) in an amount not to exceed of \$1,500,000.00, which is attached hereto and incorporated herein as Exhibit "A"; approving a collateral assignment of deposit account and Secretary's Certificate of DCEDC and in favor of Texas Brand Bank in the amount of \$500,000.00, as Exhibit "B" attached hereto and incorporated herein; authorizing an agreement with Wheatland Duncanville, LLC for the property located at Lot A, Block 1 of the Wheatland Shopping Center Addition, Duncanville, Texas as Exhibit "C" attached hereto and incorporated herein.
Wheatland Plaza | 258 - 261 |

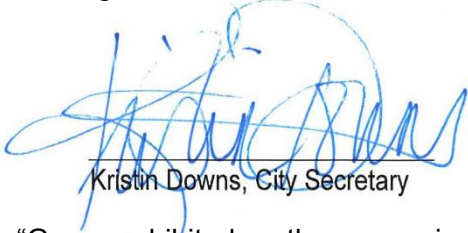
- C. Consider a Resolution approving the Sign Control Board Grant of a variance to Navy Federal Credit Union allowing wall signs to be installed on the south and east elevations at 280 West Highway 67 Duncanville, TX. 262 - 267
[Sign Control Board Grant - Navy Federal Credit Union](#)
- D. A Resolution approving the Sign Control Board Grant a variance to Automann allowing a second monument sign on the same frontage to be installed at 1250 North Duncanville Road Duncanville, Texas. 268 - 275
[Sign Control Board Grant - Automann](#)
- E. A Resolution allowing Auto Savvy to reface the existing 303 square feet highway sign located at 611 East Interstate Highway 20 Duncanville, TX. 276 - 282
[Sign Control - Auto Savvy](#)
- F. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Fire Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, April 1, 2022 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** libraries have long served as trusted and treasured institutions, fueling efforts to better their communities, campuses and schools; and
- WHEREAS,** librarians are organizers and information experts who guide people to the best information resources, providing not only the facts, but also the expertise and services that add meaning to those facts; and
- WHEREAS,** librarians continue to fulfill their role in leveling the playing field for all who seek information and access to technologies, especially as our society is at a critical juncture regarding the changing information landscape and the skills needed to thrive in our digital world; and
- WHEREAS,** libraries support democracy and effect social change through their commitment to providing equitable access to information for all; and
- WHEREAS,** libraries work to serve all community members, offering services and educational resources that transform communities, open minds and promote inclusion and diversity; and
- WHEREAS,** libraries provide forums for diverse ideas and points of view that help us better understand each other and ourselves; and
- WHEREAS,** libraries are looking beyond their traditional roles, providing more opportunities for community engagement and delivering new and innovative services that connect closely with the needs of those they serve; and
- WHEREAS,** the Duncanville Public Library and its personnel have supported the educational, economic, and cultural interests of our community in these ways, and more, since 1955; and
- WHEREAS,** libraries, library workers, and library supporters across America are celebrating National Library Week;

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby proclaim **National Library Week**, April 3-9, 2022, and urge all citizens to visit their public library this week, engage with their librarians, and explore the world of possibilities that awaits them there.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 5th day of April, 2022.

Mayor, The City of Duncanville

Duncanville City Council Meeting Minutes
Special Meeting
Monday, March 7, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, March 7, 2022, at 6:01 pm in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Mayor Pro Tem Patrick Harvey
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Mark D. Cooks
Councilmember Greg Contreras

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

Pursuant to City practice, Citizen Comments and Reports during Election Season, March 1st – May 7th and during a Run-Off Election period are not broadcast or recorded. ZOOM will be for streaming only.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 pm on Monday, March 7, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – March 7th.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_anUDR8w9Q2603KofxAuQaQ

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

1. CALL TO ORDER.
WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

2. BRIEFINGS / PRESENTATIONS

A. Presentation and overview of the history and status of Property located at 609 W. Danieldale Road, Duncanville, Texas.

City Manager Ferrell-Benavides and Economic Development Director Garcia presented the item.

History of Property 1929-1959 – Landowner and Use

- William Brecheen Hamilton (August 23, 1874 - August 2, 1951)
 - o Owned lands aggregating approximately 746 acres situated in Dallas County, Texas

- He began his career as a ranch owner in 1928 when he established his holdings on the Cedar Hill Road, where he made his home
- Judge William B. Hamilton donated acreage in 1936 and 1951 to Little Bethel Cemetery.
 - o His wife Cleo Mason Hamilton managed the cemetery for many years
- March 24, 1959: Ms. Cleo Mason Hamilton, his wife inherited the land upon his death (1952) it was officially conveyed to Ms. Hamilton after it was contested by son.

History of Property – Pre-Donation

- 1/14/1985 Dal North Development Company acquires Land From Cleo Mason Hamilton for \$973,050.24 by Donald Gay
- 1/16/1985 Talon Ventures acquires Hamilton Property tract.
- Hamilton Property tract purchased in 1985 by Family Development Corporation.
- 4/16/1985 Talon Joint Ventures sells Hamilton property tract to Family Development Corporation. (Walnut Bend Plat is created)
- 1/20/1986 Family Development Corporation acquires Hamilton property tract
- Ordinance No. 1051, passed in January of 1986, and amended by Ordinance No. 1078 to include Exhibit “B” in August of 1986, zoned the Property as a Planned Development (Office-Retail).
- 1987 Family Development Corporation sold the Hamilton property tract to Banc Home Savings Association.
- 11/4/1987 Amwest Saving Association purchases multiple properties from Banc Home Savings Association in total purchase \$6,616,049. Hamilton Tract is included in the sale
- 2/23/1993 Amwest Savings Association sells Hamilton property tract to Bob & Trudy Ladd.

Donation to Present

- 4/2/1998 Bob Ladd Grants to the City land, with Restrictions. 21.21 Acres of the 42.419 must be used for Natural Trails, Botanical gardens, advancement of culture, ice rink artistic/educational purposes.
- 1999 & 2000 –Master Planned by City to facilitate the development
- 3/23/1999 –Letter of Intent Signed for new Dr. Pepper Stars Center
- 5/01/2019 City advertised RFP for development in May of 2019.
- 9/19/2019 Comprehensive plan identified the Property as an opportunity area in 2017.
- 6/17/2021 Council instructed City Manager to instruct staff to identify highest and best uses of all city property
- 9/7/2021 DCEDC Director presents Ladd Property to Council
- Present - City currently maintains the Property as an open space

Discussion continued on the existing deed language, letter of intent from the Dallas Stars, Master Plan, and why the land has not been developed.

Mayor Gordon recessed the Briefing Session at 6:41 pm for City Council to convene into Executive Session.

3. EXECUTIVE SESSION

- A. “City Council shall convene into closed executive session to consult with the City Attorney pursuant to the Section 551.071 of the Texas Government Code to seek legal advice on Agenda Item 5 and Agenda Item 6.

Reconvene into open session and take necessary action as a result of executive session.”

The Executive Session was called into session at 6:44 p.m., and City Attorney Hager reads item into record.

The Council closed the Executive Session at 7:02 pm.

REGULAR SESSION

The City Council convened into Regular Session in the Council Chambers at 7:07 pm with Mayor Gordon presiding.

4. CITIZENS' INPUT

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At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

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To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 pm on Monday, March 7, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – March 7th.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Kate Wynn, 247 Merribrook Trail – submitted a comment on the Ladd Property.

Mark Croysdale, 1215 Wellington Drive – submitted a comment on the Ladd Property.

Robert Crawford, 610 Willowbrook Circle – submitted a comment on the Ladd Property.

Bonnie Cook, 554 Johnson Dr. – submitted a comment on the Ladd Property.

Alejandro Estrada, 213 Calder – spoke on the Ladd Property.

Maryanne Romano, 639 Sherrill – spoke on the Ladd Property.

Brenda Villarreal, 1427 Cardinal Creek – spoke on the Ladd Property.

Erika Browning, 442 E Cherry Street – spoke on the Ladd Property.

Jim Jones, 1627 Nob Hill Circle – spoke on the Ladd Property.

Shannon Scott Roberts, 906 Rock Canyon Drive – spoke on the Ladd Property.

Wesley Jameson, 1214 Lady Lane – spoke on the Ladd Property.

Mari Vega, 611 Oriole Blvd. – spoke on the Ladd Property.

5. Presentation by City Secretary concerning the confirmation of a Petition filed on February 28, 2022, for an Initiative pursuant to Article IX, Recall, Initiative and Referendum, Sec. 9-13, Initiative of the Duncanville Home Rule Charter, concerning real Property purported to be located at 609 W. Daniieldale Road, Duncanville Texas.

Hager presented the law and questioned City Secretary Downs on the review of the petition.

It was determined the petition was invalid and does not meet the requirements of the City Charter to pass an Ordinance or to call a Special Election.

Councilmember Cooks made a motion to accept the City Secretary's report to deny the petition, Councilmember Contreras seconded the motion. The vote was cast 7 for, 0 against. Item passed.

- 6. **Discuss, deliberate and approve a date whether or not to consider adoption of the draft ordinance presented and proposed by petition filed on February 28, 2022, pursuant to Article IX, Recall, Initiative and Referendum, Sec. 9-13, Initiative of the Duncanville Home Rule Charter, or, consider calling a special election to be held on the next available uniform date under the Texas Election Code adopting or rejecting the proposition in said petition.**

Item not needed due to petition not being valid.

- 7. **Deliberate and discuss options concerning the use, designation, and/or ownership of the Property located at 609 W. Danieldale Road, Duncanville, Texas; and/or provide direction to City Manager and/or City Attorney regarding said Property.**

City Manager Ferrell-Benavides presented the item.

City Council concluded to have a community-based committee to bring back recommendations to staff and Council.

City Attorney Hager read the motion:

A motion to establish a City Committee with the Mayor and Council appointing one member each with six members of the Ladd Preservation Advocacy to join those seven members and to make a recommendation to the City Council to utilize 609 West Danieldale Road being Lot One of Block A of the Walnut Bend Edition, in addition to the City of Duncanville, Texas to consider options one, two, three, four, five, and any other recommendations they would like to make concerning the Charles F. Ladd Property as described.

Councilmember Don McBurnett made the motion, Mayor Pro Tem Harvey seconded the motion. The vote was cast 7 for, 0 against.

City Council will provide their nominations to City Manager Ferrell-Benavides.

{Councilmember Veracruz left the meeting at 8:37 pm}

- 8. **Take any necessary action as a result of the Executive Session.**

No action taken.

IV. **ADJOURNMENT**

The meeting was adjourned at 8:37 pm.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Special Meeting
Joint Meeting with The Duncanville Community
and Economic Development Corporation (DCEDC)
Monday, March 14, 2022

1. CALL TO ORDER

A joint meeting of the Duncanville City Council and The Duncanville Community and Economic Development Corporation (DCEDC) was called to order for City Council by Mayor Barry L. Gordon and the Duncanville Community and Economic Development Corporation (DCEDC) by Chair Kenneth Govan on Monday, March 14, 2022, at 6:00 p.m. at 103 E. Wheatland Road, Duncanville, Texas, 75116 with a quorum to wit:

Barry L. Gordon	Mayor
Patrick Harvey	Mayor Pro Tem
Joe Veracruz	Councilmember
Don McBurnett	Councilmember
Jeremy Koontz	Councilmember
Mark D. Cooks	Councilmember
Greg Contreras	Councilmember

and with a quorum of The Duncanville Community and Economic Development Corporation (DCEDC) to wit:

Kenneth Govan	Chair
Linda Lydia	Board Member – absent
Tammi Abney	Board Member
Charles Reed	Board Member
Jarred Davis	Board Member
Kadeem Collins	Board Member

2. RECEIVE PUBLIC COMMENTS.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Monday, March 14, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – March 14.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

No comments.

Mayor Gordon and Chair Govan recessed Regular Session at 6:02 p.m. for City Council and the DCEDC Board to convene into Executive Session.

3. EXECUTIVE SESSION

City Council shall convene into closed Executive Session pursuant to Section 551.071 Texas Gov't Code; to discuss and deliberate the purchase, exchange or value of real property in order to improve negotiation with the third party for property west of SH 67 south of Camp Wisdom East of Main Street and North of Daniieldale Rd.; and, to deliberate regarding commercial and financial information from a business prospect and deliberate an offer of a financial or incentive to a business prospect pursuant to Section 551.087, Texas Gov't Code.

Mayor Gordon and Chair Govan called Executive Session into order at 6:03 p.m.

Mayor Gordon and Chair Govan closed Executive Session at 9:13 p.m.

4. TAKE ANY NECESSARY ACTION AS A RESULT OF EXECUTIVE SESSION.

Mayor Gordon and Chair Govan reconvened Regular Session at 9:14 p.m.

City Council: No action taken.

The Duncanville Community and Economic Development Corporation (DCEDC):
Charles Reed stated the motion:

The DCEDC Board of Directors directs the Managing Director of Developmental Services to negotiate an offer of a financial incentive located West of SH 67 South of Camp Wisdom, East of Main Street, and North of Daniieldale Road.

Jarred Davis seconded the motion. A vote was cast 5 for, 0 against (Linda Lydia absent).

4. **ADJOURNMENT**

Mayor Gordon and Chair Govan adjourned the meeting at 9:15 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 15, 2022

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 15, 2022, at 6:00 pm in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Mayor Pro Tem Patrick Harvey
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Mark D. Cooks
Councilmember Greg Contreras

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I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and City Manager Ferrell-Benavides reviewed each item. Item 4C - A Resolution confirming the City Manager's appointment of Steve Flanagan as a member of the Duncanville Civil Service Commission, filling the vacancy of former Commissioner Tracey Martin as of March 15, 2022. Item has been removed for the City Manager to meet with the applicant.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Briefing on establishing a reasonable response time requirement for certain essential City of Duncanville employees during civil emergencies*
HR Director Siegel presented the item.

Councilmember Cooks requested item.

- Chapter 150.021 of the Texas Local Government Code states employees who are likely to be called to work in cases of civil

emergency may be required to reside within a reasonable response commuting range of their place of work by Ordinance.

- Pursuant to Subsection 150.021 of the Texas Government Code, the established requirement may not be retroactively imposed on any person in the employ of the municipality at the time the standards are adopted.
- The U.S. Supreme Court and other federal and state courts have held that continuing residency requirements are constitutional.
- One Best Southwest City has established such an ordinance:
 - Lancaster

Summary of Ordinance Points

- A thirty (30) minute reasonable response commuting range requirement.
- City Manager is covered with a residency requirement by the City Charter
- The positions to require the commuting range are:
 - Assistant City Manager
 - Public Works Director
 - Police Chief
 - Fire Chief
 - Regional Emergency Management Administrator

Mayor Gordon recessed the Briefing Session at 6:26 pm for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 6:27 pm, and City Attorney Hager read the item into record.

- II.1** ***"City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Gov't Code to deliberate the appointment, employment, duties of a public officer, to wit: City Manager; and, pursuant to Section 551.074 Texas Gov't Code to seek legal advice from the City Attorney concerning an employment contract of the City Manager.***

Reconvene into open session and take necessary action as a result of executive session."

The Council closed the Executive Session at 6:56 pm.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 pm or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:07 pm with Mayor Gordon presiding.

Mayor Pro Tem Harvey delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

III.1. REPORTS

III.1.A. Mayor's Report.

Mayor Gordon spoke on Officer Sisk's retirement.

III.1.B. Councilmembers' Reports

Councilmember McBurnett congratulated the Boys Basketball Team on becoming State Champions and encouraged all citizens to attend the Lions Club mini health fair on Saturday, March 19, 2022.

III.1.C. City Manager's Report.

City Manager Ferrell-Benavides spoke on personnel changes, congratulated Public Works Director Ramey on his new position, and wished him luck.

III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. *Mayor Gordon recognizes a City Champion.*

Mayor Gordon recognized David and Nellie Porterfield.

III.2.B. *Recognition of Officer Sisk.*

Mayor Gordon presented Officer Sisk with a Proclamation, and Chief of Police LiVigni recognized Officer Sisk.

III.2.C. *Recognition of EMS Chief Ryan.*

Fire Chief Rohde recognized Mike Ryan.

III.2.D. *A Proclamation Recognizing March 20-26, 2022 as Poison Prevention Week.*

Councilmember Contreras presented the proclamation to Fire Chief Rohde.

III.3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting.

Pursuant to City practice, Citizen Comments and Reports during Election Season, March 1 – May 7 and during a Run-Off Election period are not broadcast or recorded. ZOOM will be for streaming only.

To submit a comment via email and for your comments to be read, the following information is required:

- *Submit a comment by 4:00 pm on Tuesday, March 15, 2022.*
- *Email citysecretary@duncanville.com*
- *Email title: Public Comment – March 15.*
- *First and Last Name; and address.*
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

Gale Sliger, 1405 South Main Street - spoke on Item 5A.

Lori Davison, 9728 White Ash Road Dallas, TX - submitted a comment on safety at the Dollar General.

Patricia Ebert, 115 South Greenstone Lane - submitted a comment on the presentation on Dog Parks provided to the Park Board.

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. *Consider the Minutes for the February 28, 2022, Joint Meeting, and the March 1, 2022 City Council Regular Meeting.*

III.4.B. *Consider a Resolution awarding a three-year term contract for mowing of parks, medians, facility grounds, lots, and rights-of-way to BrightView Landscape Services, located in Dallas, Texas as the primary service provider with an estimated amount of \$1,479,174 and to Good Earth Corporation, located in Dallas, Texas as the secondary service provider with an estimated amount of \$1,973,082 based on unit price bid.*

III.4.C. Consider a Resolution confirming the City Manager's appointment of Steve Flanagan as a member of the Duncanville Civil Service Commission filling the vacancy of former Commissioner Tracey Martin as of March 15, 2022.

Item was removed.

Councilmember Mark D. Cooks made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. Consider an Ordinance establishing a thirty (30) minute reasonable response time (commuting range) requirement for civil emergencies for identified positions.

HR Director Siegel presented the item.

Councilmember Cooks requested item.

- Chapter 150.021 of the Texas Local Government Code states employees who are likely to be called to work in cases of civil emergency may be required to reside within a reasonable response commuting range of their place of work by Ordinance.
- Pursuant to Subsection 150.021 of the Texas Government Code, the established requirement may not be retroactively imposed on any person in the employ of the municipality at the time the standards are adopted.
- The U.S. Supreme Court and other federal and state courts have held that continuing residency requirements are constitutional.
- One Best Southwest City has established such an ordinance:
 - Lancaster

Summary of Ordinance Points

- A thirty (30) minute reasonable response commuting range requirement.
- City Manager is covered with a residency requirement by the City Charter
- The positions to require the commuting range are:
 - Assistant City Manager
 - Public Works Director
 - Police Chief
 - Fire Chief
 - Regional Emergency Management Administrator

Councilmember Veracruz questioned where the time measurements would begin.

Director Siegel stated from City Hall.

Councilmember Veracruz stated once an emergency call takes place there is a chain of command at an incident until they are relieved.

Mayor Pro Tem Harvey questioned if the new Ordinance would affect the current positions.

Director Siegel stated the incumbents would not be impacted, when the position becomes vacant that is when it would go into effect.

Councilmember McBurnett stated although he would like everyone to reside in the city it is not possible, and it would be the City Manager's job to view residency not for Council to codify.

Mayor Gordon questioned why the City of Lancaster has an Ordinance and Cedar Hill and DeSoto do not.

City Manager Ferrell-Benavides stated during meetings with the Best Southwest City Managers it was stated they do not have an Ordinance; however, it is a common practice in their cities for their employees to live in their City.

Councilmember Cooks voiced his concerns about Council being silent in the Briefing Session and believes Council should get citizen input on the topic.

Councilmember Mark D. Cooks made a motion to table the item and get citizen input, Councilmember Greg Contreras seconded the motion. The vote was cast 2 for, 5 against (Mayor Barry L. Gordon, Mayor Pro Tem Harvey, Councilmember Joe Veracruz, Councilmember Don McBurnett, and Councilmember Jeremy Koontz). Item failed.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 2 for, 5 against (Mayor Barry L. Gordon, Councilmember Joe Veracruz, Councilmember Don McBurnett, Councilmember Jeremy Koontz, and Councilmember Greg Contreras). Item failed.

III.5.B. Take any necessary action as a result of the Executive Session.

City Attorney Hager read the motion:
Motion to approve the City Manager’s Employment Contract, effective from its adoption and execution by and between Aretha R. Ferrell-Benavides and the City of Duncanville Texas; and authorize the Mayor to sign and approve the terms conditions as provided and reviewed by City Council.

Mayor Gordon read the changes from the Contract:

- Section 3.03 – the City Manager would be eligible for costs of living allowances.
- Section 3.09 – the City Manager can allow staff to use the City Manager’s vehicle as a City Vehicle.
- Section 10.01 – the use of a Standardized Evaluation form to evaluate the City Manager.
- Section 13.01 – residency does not require property ownership; the City Manager must reside in City limits and can rent or own.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.6. STAFF AND BOARD REPORTS

III.6.A. Receive the Monthly Financial Report as of January 31, 2022.
Managing Director of Financial Services Atmore presented the item.

III.6.B. Receive the Neighborhood Services Quarterly Report.
Neighborhood Services Manager Tennant presented the item.

IV. ADJOURNMENT

The meeting was adjourned at 8:56 pm.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution approving the award of IFB #22-012, Forest Hills Addition Ramps Construction, to Northstar Construction, LLC through the City's competitive bid process, with an estimated expenditure amount of \$217,685.00 and an additional appropriation of \$21,768.50 for a contingency equaling ten (10) percent of the original contract price.

STAFF RESPONSIBLE:

Jacqueline Culton, P.E., Interim Director of Public Works

BACKGROUND/HISTORY:

In 2015, the City implemented a sidewalk accessibility initiative to ensure compliance with the Americans with Disabilities Act (ADA). The ADA became law on July 26, 1990, and is a federal civil rights law prohibiting discrimination against individuals with disabilities in all areas of public life. One ADA goal is to ensure handicap-accessible routes and pedestrian safety. This is achieved by removing barriers in existing sidewalks and the construction of new sidewalks where gaps exist in the sidewalk network. These improvements will help to create a more safe, walkable community.

The proposed project includes constructing approximately 2,100 square feet of reinforced concrete sidewalk, 31 barrier-free ramps, and 5 pedestrian signal poles at four locations within the Forest Hills neighborhood. The pedestrian improvements will be provided at the intersections of E. Center Street and E. Freeman Street, E. Center Street and N. Forest Lane, S. Alexander Avenue and N. Forest Lane, and Alexander Avenue and Alexander Court (Attachment 1).

This project was designated a Community Development Block Grant (CDBG) project. Congress created the CDBG program in 1974. Its funding can be used for several neighborhood projects aiming to eradicate blight, principally benefit low/moderate-income neighborhoods, or eliminate a community-threatening condition. The City Council selected this project in April 2020 as part of its application to Dallas County for CDBG grant funding. The City will receive approximately \$91,605.00 in reimbursement from Dallas County for this project.

POLICY EXPLANATION:

Five bids were submitted for this project with the price range of \$217,685.00 to \$376,355.00. The lowest responsive bid received by the City was from Northstar Construction, LLC in the amount of \$217,685.00 with an additional appropriation of \$21,768.50 for a contingency equaling ten (10) percent of the original contract price. The Engineer's Opinion of Probable Cost of Construction was \$187,135.68. Staff has reviewed the bid, bidder's qualifications, and references and recommends award to Northstar Construction, LLC as the lowest responsive and responsible bidder for this project. This project was bid in compliance with Texas municipal purchasing statutes.

The Texas Local Government Code establishes procurement rules for municipalities regarding original contract price increases. Section 252.048 CHANGE ORDERS, Paragraph (d) states, "The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor." The contingency will not be added to the contract but set aside to be used if/when change orders are necessary due to unforeseen site conditions, etc.

FUNDING SOURCE:

ORG and Object Number

20100000-700450

Available Budget

\$837,668.25

Purchase Amount

\$239,453.50

After Encumber

\$598,214.75

ACTION ALTERNATIVES:

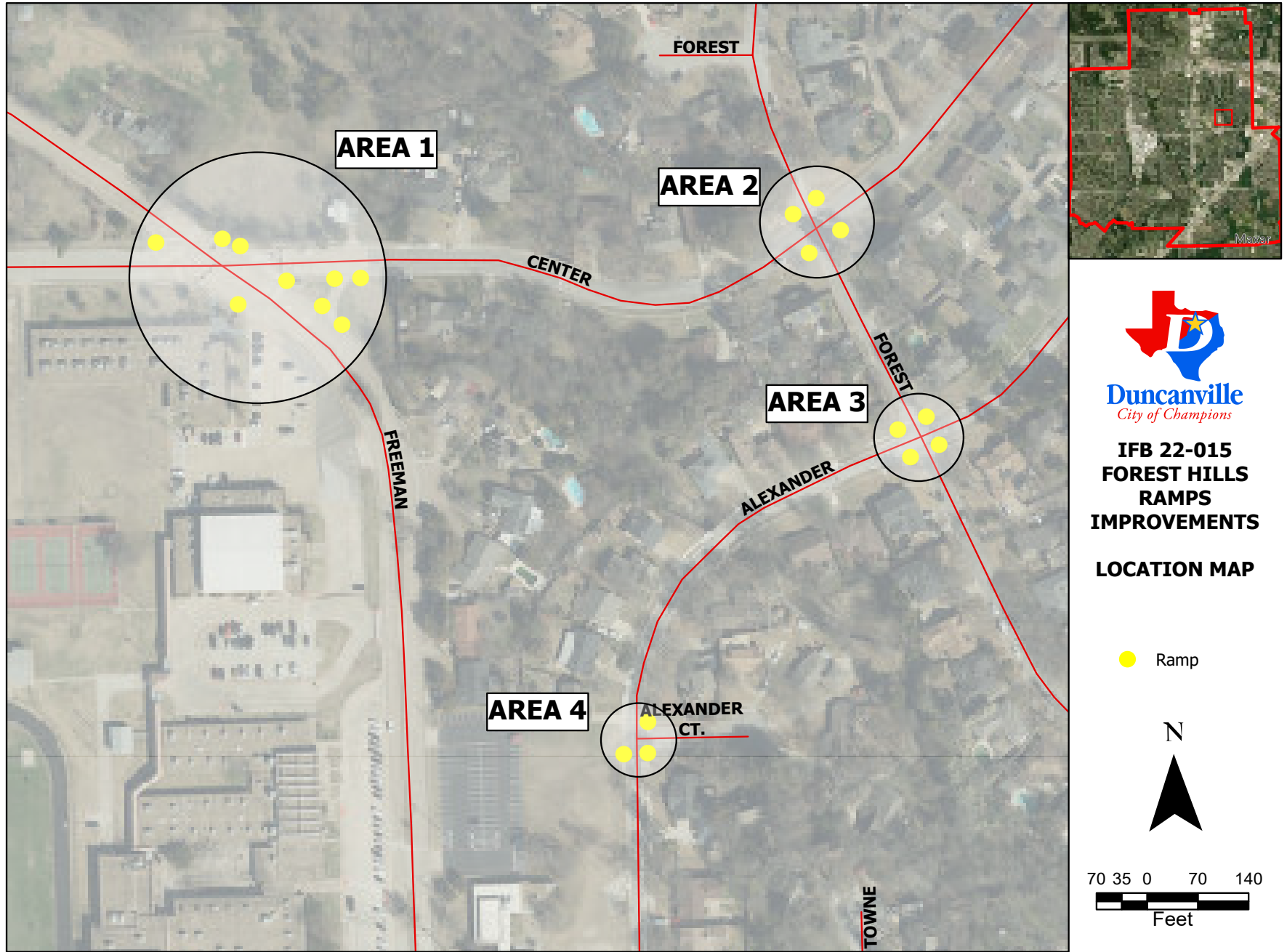
1. Approve funding in the amount of \$217,685.00 for construction of approximately 2,100 square feet of reinforced concrete sidewalk, 31 barrier-free ramps, and 5 pedestrian signal poles and approve an additional appropriation of \$21,768.50 for a contingency equaling ten (10) percent of the original contract price.
2. Do not provide funding in the amount of \$217,685.00 for construction of approximately 2,100 square feet of reinforced concrete sidewalk, 31 barrier-free ramps, and 5 pedestrian signal poles nor for an additional appropriation of \$21,768.50 for a contingency equaling ten (10) percent of the original contract price.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - IFB 22-012 Project Location Map](#)

[Resolution No. - 2022-024 - Forest Hills Addition Ramps Construction - Pdf](#)

ATTACHMENT 1



RESOLUTION NO. 2022-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AWARD OF IFB #22-012, TO NORTHSTAR CONSTRUCTION, LLC THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$217,685.00, AND AN ADDITIONAL APPROPRIATION OF \$21,768.50 FOR A CONTINGENCY EQUALING TEN (10) PERCENT OF THE ORIGINAL CONTRACT PRICE FOR A TOTAL AMOUNT NOT TO EXCEED \$239,453.50 AND; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ISSUE AND EXECUTE THE APPROPRIATE PURCHASE AND/OR WORK ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Government's Community Development Block Grant (CDBG) provides funding for improvements in neighborhoods meeting certain criteria;

WHEREAS, sidewalk improvements are needed in the Forest Hills Addition area of the City and these improvements are eligible for funding under the CDBG program;

WHEREAS, the City has obtained competitive sealed bids for the sidewalk improvements per IFB#22-012 and recommends the award of the bid to the lowest responsible bidder meeting specifications in the amount bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award the bid to Northstar Construction, LLC and authorizes the execution of the necessary documents to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, Texas, does hereby award IFB #22-0012 to Northstar Construction, LLC, for the Forest Hills Ramps Construction in the estimated expenditure of \$217,685.00, per the unit bid pricing and estimated quantities as set forth in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. The City Council of the City of Duncanville, Texas, does hereby appropriate an additional \$21,768.50 for a contingency equaling ten (10) percent of the original contract price.

SECTION 3. That the City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



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BID TABULATION

Bid # & Name: IFB 22-0012 FOREST HILLS RAMPS CONSTRUCTION

Bid Opening Date: Thursday, March 10, 2022

Proposers	Deliverables					Proposed Construction Fee (Lump Sum)
	Addenda #1 Received	Addenda #2 Received	Addenda #3 Received	Addenda #4 Received	Bid Bond	
1) ESTRADA CONCRETE COMPANY, LLC.	Yes	Yes	Yes	Yes	Yes	\$376,355.00
2) URBAN INFRACONSTRUCTION	Yes	Yes	Yes	Yes	Yes	\$259,116.00
3) CAM CRETE CONTRACTING, INC.	Yes	Yes	Yes	Yes	Yes	\$280,155.50
4) NORTHSTAR CONSTRUCTION, LLC.	Yes	Yes	Yes	Yes	Yes	\$217,685.00
5) TEXAS STANDARD CONSTRUCTION, LTD.	Yes	Yes	Yes	Yes	Yes	\$319,157.70
Note: The data contained in the bid tabulation is for information only and does not constitute the award and/or execution of a contract.						

 THE CITY OF DUNCANVILLE, TX FOR THE CONSTRUCTION OF FOREST HILLS RAMPS CONSTRUCTION												
BID TABULATION												
			Cam Crete Contracting, Inc. Cedar Hill, TX		Estrada Concrete Co., LLC Hutchins, TX		Northstar Construction, LLC Ft. Worth, TX		Texas Standard Construction, Ltd. Dallas, TX		Urban Infraconstruction Ft. Worth, TX	
EVAL. TABLE	APPROX. QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
RAMPS CONSTRUCTION												
101 A	1 LS	R.O.W. PREPARATION (CLEARING AND GRUBBING), COMPLETE IN PLACE FOR	\$33,500	\$33,500	\$7,500	\$7,500	\$48,000	\$48,000	\$29,450.00	\$29,450.00	\$8,000	\$8,000
200 B	35 SY	REMOVING ASPHALT PAVEMENT, COMPLETE IN PLACE FOR	\$20.00	\$700	\$25	\$875	\$57.60	\$2,016	\$54.82	\$1,918.70	\$47	\$1,645
201B C	3.65 O SF	REMOVING CONCRETE SIDEWALK, COMPLETE IN PLACE FOR	\$2.00	\$7,300	\$400	\$14,600	\$3	\$11,680	\$3.85	\$14,052.50	\$2	\$7,300
201D C		REMOVING INTEGRAL 30" CONCRETE CURB & GUTTER, COMPLETE IN PLACE FOR	\$15.00	\$2,700	\$6	\$1,080	\$17	\$3,060	\$13.49	\$2,428.20	\$35	\$6,300
202 D		REMOVING SEPARATE 30" CONCRETE CURB & GUTTER, COMPLETE IN PLACE FOR	\$40.00	\$11,200	\$6	\$1,680	\$13.50	\$3,780	\$11.38	\$3,186.40	\$35	\$9,800
320 E		FURNISH & CONSTRUCT 9-INCH SIDEWALK WALL (CONTINGENCY ITEM), COMPLETE IN PLACE FOR	\$40.00	\$4,600	\$54	\$6,210	\$29	\$3,335	\$17.60	\$2,024.00	\$120	\$13,800
357 F	2.03 O SF	FURNISH & INSTALL 4-INCH 4,000 PSI REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE FOR	\$7.85	\$15,935.50	\$9.50	\$19,285.00	\$7.70	\$15,631	\$12.95	\$26,288.50	\$7	\$14,210
358A G	1 EA	FURNISH & INSTALL TxDOT TY 1 BARRIER FREE RAMP, COMPLETED IN PLACE FOR	\$2,750	\$2,750	\$4,500	\$4,500	\$1,780	\$1,780	\$4,783.00	\$4,783.00	\$2,500	\$2,500
358B G	10 EA	FURNISH & INSTALL TxDOT TY 2 BARRIER FREE RAMP, COMPLETED IN PLACE FOR	\$2,800	\$28,000	\$3,500	\$35,000	\$1,740	\$17,400	\$3,416.00	\$34,160.00	\$2,500	\$25,000
358G G	18 EA	FURNISH & INSTALL TxDOT TY 7 BARRIER FREE RAMP, COMPLETED IN PLACE FOR	\$3,000	\$54,000	\$3,500	\$63,000	\$1,340	\$24,120	\$4,269.00	\$76,842.00	\$2,500	\$45,000
358H G	2 EA	FURNISH & INSTALL TxDOT TY 10 BARRIER FREE RAMP, COMPLETED IN PLACE FOR	\$3,200	\$6,400	\$4,500	\$9,000	\$1,345	\$2,690	\$4,849.00	\$9,698.00	\$270	\$5,400
423 H		CONSTRUCT TY 6 RETAINING WALL & 5' SIDEWALK, COMPLETE IN PLACE FOR	\$175	\$20,125	\$400	\$46,000	\$135	\$15,525	\$282.00	\$32,430.00	\$200	\$23,000
433 I	35 SY	FURNISH & INSTALL CONC TO ASPHALT TRANSITION (6" TY D ASPHALT), COMPLETE IN PLACE FOR	\$120	\$4,200	\$210	\$7,350	\$98	\$3,430	\$224.00	\$7,840.00	\$140	\$4,900
608 J		FURNISH & INSTALL AUGUSTINE / BERMUDA GRASS BLOCK SOD, COMPLETE IN PLACE FOR	\$13	\$6,565	\$8	\$4,040	\$12	\$6,060	\$7.24	\$3,656.20	\$17	\$8,585
701 K		FURNISH & INSTALL 8" SOLID PAVEMENT MARKINGS (W), COMPLETE IN PLACE FOR	\$10	\$5,600	\$1	\$6,160	\$5.50	\$3,080	\$7.18	\$4,020.80	\$4	\$2,240
707 L		FURNISH & INSTALL 24" SOLID PAVEMENT MARKINGS (W), COMPLETE IN PLACE FOR	\$15	\$1,875	\$13	\$1,625	\$19	\$2,375	\$24.32	\$3,040.00	\$8	\$1,000
718A M	55 LF	OBTERATE EXISTING 4" PAVEMENT MARKINGS, COMPLETE IN PLACE FOR	\$3	\$165	\$7	\$385	\$0.60	\$33	\$9.50	\$522.50	\$1.30	\$71.50
718B M		OBTERATE EXISTING 8" PAVEMENT MARKINGS, COMPLETE IN PLACE FOR	\$4	\$1,160	\$9	\$2,610	\$0.80	\$232	\$10.00	\$2,900.00	\$1.30	\$377.00
718D M		OBTERATE EXISTING 24" PAVEMENT MARKINGS, COMPLETE IN PLACE FOR	\$10	\$1,250	\$11	\$1,375	\$2.40	\$300	\$14.50	\$1,812.50	\$1.30	\$162.50
728 N	3 EA	FURNISH & INSTALL GROUND MOUNTED PER CITY STD & RESET EXIST ALUM SIGN, COMPLETE IN PLACE FOR	\$1,000	\$3,000	\$550	\$1,650	\$350	\$1,050	\$348.00	\$1,044.00	\$1,000	\$3,000
765 O	5 EA	FURNISH & INSTALL PEDESTRIAN SIGNAL POLE & FOUNDATION, COMPLETED IN PLACE FOR	\$7,075	\$35,375	\$17,000	\$85,000	\$5,000	\$25,000	\$2,485.00	\$12,425.00	\$7,750	\$38,750
782 P		FURNISH & INSTALL 2" PVC CONDUIT (SCH 40), COMPLETE IN PLACE FOR	\$43	\$5,160	\$65	\$7,800	\$26.70	\$3,204	\$44.95	\$5,349.00	\$47	\$5,640
800 Q	5 EA	FURNISH & INSTALL PEDESTRIAN PUSH BUTTON ASSEMBLY, COMPLETE IN PLACE FOR	\$1,325	\$6,625	\$1,800	\$9,000	\$1,260	\$6,300	\$1,195.00	\$5,975.00	\$1,500	\$7,500
801 R	2 EA	RELOCATE PEDESTRIAN PUSH BUTTON ASSEMBLY, COMPLETE IN PLACE FOR	\$355	\$710	\$3,000	\$6,000	\$630	\$1,260	\$982.00	\$1,964.00	\$400	\$800
805A S		FURNISH & INSTALL 50-2 IMSA LOOP LEAD IN CABLE, COMPLETE IN PLACE FOR	\$7	\$4,270	\$21	\$12,810	\$2.40	\$1,464	\$15.92	\$9,711.20	\$7.50	\$4,575.00
805B T		FURNISH & INSTALL 14 AWG 5 CONDUCTOR IMSA 120-1 TRAFFIC SIGNAL CABLE, COMPLETE IN PLACE FOR	\$9	\$5,490	\$22	\$13,420	\$4	\$2,440	\$15.92	\$9,711.20	\$10	\$6,100
1002 U		FURNISH & INSTALL 18" RCP W/ 45DEG BEND, COMPLETE IN PLACE FOR	\$500	\$2,000	\$150	\$600	\$435	\$1,740	\$454.00	\$1,816.00	\$870	\$3,480
1003 V		FURNISH & INSTALL "X4" INLET BOX WITH "X2" GRATE LID PER TxDOT STANDARDS, COMPLETE IN PLACE FOR	\$7,500	\$7,500	\$6,500	\$6,500	\$10,000	\$10,000	\$8,319.00	\$8,319.00	\$8,700	\$8,700
20100 W	2 EA	FURNISH & INSTALL PROJECT SIGN, COMPLETE IN PLACE FOR	\$1,000	\$2,000	\$650	\$1,300	\$700	\$700	\$895.00	\$1,790.00	\$640	\$1,280
Total Cost:				\$280,155.50		\$376,355.00		\$217,685.00		\$319,157.70		\$259,116.00

Note: The data contained in the bid tabulation is for information only and does not constitute the award and/or execution of a contract.

EXHIBIT B1

RFB-22-0012

FOREST HILLS RAMPS CONSTRUCTION

Reference

Page 5 of 20

Cam Crete Contracting, Inc.
P.O. Box 3312
Cedar Hill, TX 75106

Beatrice Camarillo, President
beatrice@camcrete.net
(214) 514-0671

	1	2	3
Contract Number & Name	2020-2021 Alley Repair Program (Regions A)	2018 Annual Contract for Concrete Repairs-Renewal #3	Ausbury Manor Trail
Completion Date/ Contract Period			
Value of the Contract	\$1,020,730.00	\$986,729.00	\$54,850.00
Owner	City of Richardson	City of Rowlett	City of Coppell
Contact Name	Craig Fischer	Will Plexico	John Elias
Email	craig.fischer@cor.gov	wplexico@rowlett.com	jelias@coppelltx.gov
Office Phone	(469) 994-3691	(469) 853-9734	(972) 462-5115
Cell Phone			
Email - Attempt 1	3/11/2022	3/11/2022	3/11/2022
Phone - Attempt 2		3/17/2022	
Phone - Attempt 3			

Question description:

1	What type of project did the contractor do for you? When was it done?	On-going Alley Spot Repair	(No response)	Hike & Bike Trail
2	Was the project completed on time and above or within budget?	Yes, and was under budget		Yes
3	How was your experience working with the contractor on this project?	Enjoyed working with this vendor		Great
4	Were there any surprises during the project? What were they and how were they handled?	None; No issues		No Surprises

From: [Diane Mitchell](#)
To: craig.fischer@cor.gov
Cc: [Omotayo Sokale](#)
Subject: Reference Requested-Cam Crete Contracting, Inc.
Date: Friday, March 11, 2022 12:33:00 PM

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Cam Crete Contracting, Inc. has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	
2	Was the project completed on time and above or within budget?	
3	How was your experience working with the contractor on this project?	
4	Were there any surprises during the project? What were they and how were they handled?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
 Buyer/ Purchasing Agent



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.

OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.

From: [Diane Mitchell](#)
To: wplexico@rowlett.com
Cc: [Omotayo Sokale](#)
Subject: Reference Requested-Cam Crete Contracting, Inc.
Date: Friday, March 11, 2022 12:34:00 PM

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Cam Crete Contracting, Inc. has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	
2	Was the project completed on time and above or within budget?	
3	How was your experience working with the contractor on this project?	
4	Were there any surprises during the project? What were they and how were they handled?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
 Buyer/ Purchasing Agent



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 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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From: [John Elias](#)
To: [Diane Mitchell](#)
Subject: RE: Reference Requested-Cam Crete Contracting, Inc.
Date: Monday, March 14, 2022 6:58:37 AM

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	Hike & Bike Trail Project
2	Was the project completed on time and above or within budget?	Yes
3	How was your experience working with the contractor on this project?	Great
4	Were there any surprises during the project? What were they and how were they handled?	No Surprises

Thank You



John Elias
 Parks & Recreation Project Manager
 Parks and Recreation
 City of Coppell, TX
 972-462-5115 (office)
www.coppelltx.gov

EXHIBIT B2

RFB-22-0012

FOREST HILLS RAMPS CONSTRUCTION

Reference

Page 9 of 20

Estrada Concrete Company, LLC
650 Skyline Drive
Hutchins, TX 75141

Chris Leach, Vice President
c.leach@estradaconcrete.com
(972) 489-3145

	1	2	3
Contract Number & Name	S/W 1 & 2 S/W 1 & 3	2016 Construction Residential Rehab	17-1408 Maple Street
Completion Date/ Contract Period	7/20-12/21	10/20-11/21	10/21-11/22
Value of the Contract	\$5,600,000.00	\$5,128,345.00	\$14,700,512.00
Owner	City of Dallas	City of Mesquite	City of Dallas
Contact Name	Victor Reyna	Daven Butler	Victor Reyna
Email	victor.reyna@dallascityhall.com	d.butler@cityofmesquite.org	victor.reyna@dallascityhall.com
Office Phone	(214) 766-5384	(972) 216-6930	(214) 766-5384
Cell Phone			
Email - Attempt 1	3/11/2022	3/11/2022	3/11/2022
Phone - Attempt 2		3/17/2022	
Phone - Attempt 3			

Question description:

1	What type of project did the contractor do for you? When was it done?	Sidewalk Ramp Improvements / repairing existing sidewalk and street	(No Response)	Sidewalk Ramp Improvements / repairing existing sidewalk and street
2	Was the project completed on time and above or within budget?	Yes		Yes
3	How was your experience working with the contractor on this project?	Contractor staff was responsive		Contractor staff was responsive
4	Were there any surprises during the project? What were they and how were they handled?	No surprises to our contract, the work was well executed.		No surprises to our contract, the work was well executed.

From: Reyna, Victor
To: Diane Mitchell
Subject: RE: Reference Requested-Estrada Concrete Company, LLC
Date: Monday, March 14, 2022 7:41:23 AM
Attachments: image001.png
 image002.png
 image003.png
 image004.png

Diane,

I have completed your request, please see answer to questions below. I hope this helps, thanks.



Victor Reyna
 Project Coordinator III
City of Dallas | DallasCityNews.net
 Department of Public Works
 320 East Jefferson Boulevard, Room 321
 Dallas, Texas 75203
 O: 214-948-4397
victor.reyna@dallascityhall.com



Mission Statement:

To maintain and enhance the condition and safety of the City of Dallas' streets, alleys, and sidewalks while promoting innovative, Service First solutions and a high quality of life for all of the City's residents, businesses, and visitors.

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Friday, March 11, 2022 2:44 PM
To: Reyna, Victor <victor.reyna@dallascityhall.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Reference Requested-Estrada Concrete Company, LLC

External Email!

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Estrada Concrete Company, LLC has submitted a bid and provided your name as a reference.

Please use the tables to respond to the reference questions for each project listed below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
Project Name: S/W 1 & 2 S/W 1 & 3		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	Sidewalk Ramp Improvements / repairing existing sidewalk and street
2	Was the project completed on time and above or within budget?	Yes
3	How was your experience working with the contractor on this project?	Contractor staff was responsive.
4	Were there any surprises during the project? What were they and how were they handled?	No surprises to our contract, the work was well executed.

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
Project Name: 17-1408 Maple Street		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	Sidewalk Ramp Improvements / repairing existing sidewalk and street
2	Was the project completed on time and above or within budget?	Yes
3	How was your experience working with the contractor on this project?	Contractor staff was responsive.
4	Were there any surprises during the project? What were they and how were they handled?	No surprises to our contract, the work was well executed.

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
Buyer/ Purchasing Agent



203 E. Wheatland Road
Duncanville, TX 75116
972.780.5006 P
www.duncanville.com



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From: [Diane Mitchell](#)
To: d.butler@cityofmesquite.org
Cc: [Omotayo Sokale](#)
Subject: Reference Requested-Estrada Concrete Company, LLC
Date: Friday, March 11, 2022 2:32:00 PM

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Estrada Concrete Company, LLC has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	
2	Was the project completed on time and above or within budget?	
3	How was your experience working with the contractor on this project?	
4	Were there any surprises during the project? What were they and how were they handled?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
 Buyer/ Purchasing Agent



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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EXHIBIT B3

RFB-22-0012

FOREST HILLS RAMPS CONSTRUCTION

Reference

Northstar Construction, LLC
2112 Solona Street
Fort Worth, TX 76117

Michael Heimlich, Presidnet
mikd@northstar93.com
(817) 244-8885

	1	2	3
Contract Number & Name	Irene Street - Safe Routes to School	Elmwood Parkway Trail	Rock Island Road Bike & Pedistrian Trail
Completion Date/ Contract Period	12/20-3/22	05/21-03/22	06/19-08/20
Value of the Contract	\$2,445,412.00	\$950,377.00	\$3,666,058.00
Owner	City of Burleson	City of Dallas	City of Irving
Contact Name	Lance Barton, P.E.	Richard Ritz	Gene Moulden
Email	lbarton@burlesontx.com	richard.ritz@dallascityhall.com	gmoulden@cityofirving.org
Office Phone	(817) 426-9621	(214) 228-0401	(972) 721-2719
Cell Phone			
Email - Attempt 1	3/11/2022	3/11/2022	3/11/2022
Phone - Attempt 2			3/17/2022
Phone - Attempt 3			

Question description:

1	What type of project did the contractor do for you? When was it done?	Sidewalk/ramp construction valued at \$2M+99.9% complete	Trail Project; Complete April, 2022	(No response)
2	Was the project completed on time and above or within budget?	Yes and Yes	On time, with in budget	
3	How was your experience working with the contractor on this project?	Very good. Second project with them. Would not hesitate to award if they are low again.	Excellent	
4	Were there any surprises during the project? What were they and how were they handled?	No. All field issues were handled quickly and efficiently.	No surprises; minimal change orders	

From: [Lance Barton](#)
To: [Diane Mitchell](#)
Subject: RE: [EXTERNAL] Reference Requested-Northstar Construction, LLC
Date: Monday, March 14, 2022 6:17:47 AM

Lance J. Barton, P.E.
 City of Burleson
 817-426-9621

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Friday, March 11, 2022 3:03 PM
To: Lance Barton <lbarton@burlesontx.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: [EXTERNAL] Reference Requested-Northstar Construction, LLC

WARNING: External email. Exercise caution when opening!

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Northstar Construction, LLC has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	Sidewalk/ramp construction valued at \$2M + 99.9% complete
2	Was the project completed on time and above or within budget?	Yes and Yes
3	How was your experience working with the contractor on this project?	Very good. Second project with them. Would not hesitate to award if they are low again.
4	Were there any surprises during the project? What were they and how were they handled?	No. All field issues were handled quickly and efficiently.

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
 Buyer/ Purchasing Agent


 203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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From: [Ritz, Richard](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Reference Requested-Northstar Construction, LLC
Date: Monday, March 14, 2022 6:20:01 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning,

Please see responses below. Top notch Contractor that I have done many projects with.

Best regards,



Richard F. Ritz, Jr., PLA, ASLA, CPSI
Senior Landscape Architect
City of Dallas | DallasParks.org
 Dallas Park and Recreation Department
 1500 Marilla, Room 6FS, Dallas, TX 75201
 O: 214.670.4104 Cell: 214.228.0401
richard.ritz@dallascityhall.com



From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Friday, March 11, 2022 3:04 PM
To: Ritz, Richard <richard.ritz@dallascityhall.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Reference Requested-Northstar Construction, LLC

External Email!

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Northstar Construction, LLC has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	Trail Project; Complete April, 2022
2	Was the project completed on time and above or within budget?	On time, within budget
3	How was your experience working with the contractor on this project?	Excellent
4	Were there any surprises during the project? What were they and how were they handled?	No surprises; minimal change orders

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
Buyer/ Purchasing Agent



203 E. Wheatland Road
Duncanville, TX 75116
[972.780.5006 P](tel:972.780.5006)
www.duncanville.com



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From: [Diane Mitchell](#)
To: gmoulden@cityofirving.org
Cc: [Omotayo Sokale](#)
Subject: Reference Requested-Northstar Construction, LLC
Date: Friday, March 11, 2022 3:04:00 PM

The City of Duncanville recently solicited a bid number **22-0012 for Forest Hill ADA Ramp Improvements**.

Northstar Construction, LLC has submitted a bid and provided your name as a reference.

Please use the table below to respond to the reference questions below:

Reference Check		
22-0012 for Forest Hill ADA Ramp Improvements		
No.	Question	Response
1	What type of project did the contractor do for you? When was it done?	
2	Was the project completed on time and above or within budget?	
3	How was your experience working with the contractor on this project?	
4	Were there any surprises during the project? What were they and how were they handled?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, March 16, 2022.

Kindest Regards,

Diane Mitchell
 Buyer/ Purchasing Agent



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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EXHIBIT B4

RFB-22-0012

FOREST HILLS RAMPS CONSTRUCTION

Reference

Page 18 of 20
Texas Standard Construction, LTD.
P.O. Box 210768
Dallas, TX 75211

Ron Dalton, President
ron@texasstandardconstruction.com
(214) 330-5229

	1	2	3
Contract Number & Name	Trinity Skyline Trail PBSWW051	Chattey Road Improvements	Wintergreen Road Proj. # 47302
Completion Date/ Contract Period			
Value of the Contract	\$5,878,100.00	\$6,123,005.00	\$7,812,065.00
Owner	City of Dallas	City of Desoto	Dallas County
Contact Name	Rheel Khan, P.E.	Elizabeth Quilici, P.E.	Tewodros Amdargie, P.E.
Email	Raheel.khan@dallascityhall.com	EQuilici@desototexas.gov	Tewodros.Amdargie@dallascounty.org
Office Phone	(214) 948-4133	(972) 230-7309	(214) 653-6435
Cell Phone			
Email - Attempt 1	3/11/2022	3/17/2022	3/11/2022
Phone - Attempt 2	3/17/2022	3/17/2022	3/17/2022
Phone - Attempt 3			

Question description:

1	What type of project did the contractor do for you? When was it done?	Trinity River Floodway Multi- Use Trail	(No Response)	Roadway work -Wintergreen & Duncanville Rds.& water line; Jan. 2022
2	Was the project completed on time and above or within budget?	Yes, but ran over time due to weather issues		Completed on time & within budget
3	How was your experience working with the contractor on this project?	OK; Construction was good; communication can get difficult;		Good; Processed a claim at 95% completion; had issues getting
4	Were there any surprises during the project? What were they and how were they handled?	Refused to complete striping on the trail.		materials to complete the job.Design issues.

EXHIBIT B5

RFB-22-0012

FOREST HILLS RAMPS CONSTRUCTION

Reference

Urban Infraconstruction
2512 Gravel Drive
Fort Worth, TX 76118

Anup Tamrakar, CEO
anup@urbaniconstruct.com
(817) 616-5544

Page 20 of 20

	1	2	3
Contract Number & Name	Halton City Annual Concrete Maintenance	2019 Annual Street Repair & Maintenance	Residential Alley Repair Requirement
Completion Date/ Contract Period	4/21-11/21	2020-ongoing	1/21-12/21
Value of the Contract	\$280,000.00	\$1,325,497.00	\$1,812,900.00
Owner	Halton City	Town of Little Elm	City of Plano
Contact Name	Gregory Van Nieuwenhuize	Brandon Wesley	Chris Best
Email		wbrandon@littleelm.org	chrisbe@plano.gov
Office Phone	(817) 834-9036	N/A	(972) 769-4128
Cell Phone			
Email - Attempt 1	3/11/2022	3/11/2022	3/11/2022
Phone - Attempt 2	3/17/2022	3/17/2022	3/17/2022
Phone - Attempt 3			

Question description:

1	What type of project did the contractor do for you? When was it done?	Miscellaneous P?W Concrete work	(No response)	Repairs -6 Lane Divided Roadways , Alleys & Residential Streets
2	Was the project completed on time and above or within budget?	Yes & Yes		Yes & Yes
3	How was your experience working with the contractor on this project?	They had very good references		Very Good experience; favorite contractor
4	Were there any surprises during the project? What were they and how were they handled?	Seemed to be short handed on staff		Very Good experience; favorite contractor



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution approving the purchase of fuel products from Jack Ray Oil Company through Tarrant County Cooperative Purchase Contract #2022-063 in the estimated total expenditure amount of \$472,780.00.

STAFF RESPONSIBLE:

Jacqueline Culton, P.E., Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The City of Duncanville purchases approximately 130,000 gallons of fuel annually to support the provision of services citywide. Fuel is used for vehicles and equipment. Estimated annual usage is 85,550 gallons of regular unleaded gasoline and 44,450 gallons of ultra-low sulfur diesel fuel. On March 15, 2022, through the Tarrant County Commissioners Court Order #137706, the Commissioners Court approved a new annual contract for fuel to the primary vendor, Jack Ray Oil Co.

POLICY EXPLANATION:

Fuel is available for purchase from Jack Ray Oil Company under a Tarrant County Commissioners Court cooperative agreement awarded in 2022. This agreement includes three (3) options for renewals of twelve (12) months each. The initial contract period expires on April 6, 2023. The contract consists of unleaded and diesel gasoline in various quantities. The most frequently purchased fuel types are regular unleaded gasoline and ultra-low sulfur diesel. Fuel pricing is based on the Oil Price Information Service (OPIS) index. OPIS is one of the world's most comprehensive sources for petroleum pricing and provides regionally specific data for fuel procurement. Each fuel type has a fixed unit price markup or discount that is applied to the OPIS paid average for the Dallas metro area. The markup on ultra-low sulfur diesel is \$0.0283 per gallon, and regular unleaded gasoline is \$0.0083 per gallon. Fuel contracts are commonly priced as a markup or markdown per gallon on the OPIS-monitored average price for the metropolitan area. Fuel prices are highly volatile, and this estimate is based on historical data from the last 12 months and the U.S. Department of Energy fuel price projections.

This authorization would cover fuel purchases through the contract on an as-needed basis through April 6, 2023, with an estimated total purchase amount of \$472,780.00. This authorization complies with Texas Local Government Code Section 271.102 and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number

01066700-700222, 02312000-700222, 02313000-700222, 15000100-700222, and 19012000-700222

Available Budget

\$472,780.00

Purchase Amount

\$472,780.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$472,780.00 for fuel purchases from Jack Ray Oil Company.
2. Do not provide funding for fuel purchases from Jack Ray Oil Company. Vehicles and equipment would not have fuel to operate, impacting the provision of City services.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-025 - Fuel Purchase through Tarrant County Contract](#)

RESOLUTION NO. 2022-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF FUEL PRODUCTS FROM JACK RAY OIL COMPANY THROUGH TARRANT COUNTY COOPERATIVE PURCHASE CONTRACT #2022-063 IN THE ESTIMATED TOTAL EXPENDITURE AMOUNT OF \$472,780.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fuel that meets all industry and environmental standards; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with Tarrant County Commissioners Court for products and services; and

WHEREAS, Tarrant County Commissioners Court has taken competitive sealed bids and awarded Contract #2022-063 for fuel to Jack Ray Oil Company; and

WHEREAS, this authorization will cover the purchase of fuel through the contract on an as-needed basis through April 6, 2023, with an estimated total expenditure amount of \$472,780.00; and

WHEREAS, it is estimated that purchases through the contract term will exceed \$50,000.00 and thus require approval by the City Council; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid through Tarrant County Commissioners Court Contract #2022-063 to Jack Ray Oil Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville does hereby approve the award of bid for fuel through Tarrant County Commissioners Court Contract #2022-063 to Jack Ray Oil Company, in the unit price bid attached hereto and incorporated herein as Exhibit "A", with an estimated expenditure of \$472,780.00 through April 6, 2023.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders in the unit price bid for an estimated annual contract term expenditure of \$472,780.00.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A1

**COMMISSIONERS COURT
COMMUNICATION**

REFERENCE NUMBER _____

PAGE 1 OF 11DATE: 03/15/2022

**SUBJECT: BID NO. 2022-063 - ANNUAL CONTRACT FOR FUEL -
COUNTYWIDE -VARIOUS VENDORS - PER UNIT PRICE**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. 2022-063, Annual Contract for Fuel, Countywide, to the following vendors at the per unit price:

Primary	Jack Ray Oil Co.
Secondary	Douglas Distributing

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Sixty-five (65) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on February 9, 2022, was attended by eight (8) vendor as well as representatives from Precinct 1, Facilities Management, Central Garage, and Purchasing. Six (6) bids and two (2) no-bids were received.

Bids were evaluated by Precinct 1, Facilities Management, Central Garage, and Purchasing representatives. Award recommendations are the low bids meeting specifications.

The term of the contract is twelve (12) months, effective April 7, 2022, with three (3) options for renewal periods of twelve (12) months each.

Therefore, it is the joint recommendation of Precinct 1, Facilities Management, Central Garage, and Purchasing that Bid No. 2022-063, be awarded to the vendors listed above at the per unit price.

FISCAL IMPACT

Expenses for last year were approximately \$800,000.00. Orders are placed on an as-needed basis.

SUBMITTED BY: Page 3 of 12	Purchasing	PREPARED BY: APPROVED BY:	Emily Salter Chris Lax, CPSM, CPCP
-------------------------------	------------	------------------------------	---------------------------------------

EXHIBIT A2

Bid No. 2022-063 Annual Contract for Fuel

Page 4 of 12			Primary Award			Secondary Award		
			Jack Ray Oil Company Grand Praire, TX			W. Douglass Distributing Sherman, TX		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0150	+	\$ 25,065.00	\$ 0.0200	+	\$ 33,420.00
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.0083	+	\$ 9,936.76	\$ 0.0133	+	\$ 15,922.76
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.0078	+	\$ 3,245.54	\$ 0.0128	+	\$ 5,326.02
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.0578	+	\$ 24,050.29	\$ 0.0628	+	\$ 26,130.77
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0400	+	\$ 15,199.00	\$ 0.0450	+	\$ 17,098.88
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0333	+	\$ 0.03	\$ 0.0383	+	\$ 0.04
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ (0.0241)	-	\$ (0.02)	\$ (0.0291)	-	\$ (0.03)
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0259	+	\$ 0.03	\$ 0.0309	+	\$ 0.03

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 5 of 12			Primary Award			Secondary Award		
			Jack Ray Oil Company Grand Praire, TX			W. Douglass Distributing Sherman, TX		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0900	+	\$ 0.09	\$ 0.0950	+	\$ 0.10
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0833	+	\$ 0.08	\$ 0.0883	+	\$ 0.09
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ (0.0741)	-	\$ (0.07)	\$ (0.0791)	-	\$ (0.08)
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0759	+	\$ 0.08	\$ 0.0809	+	\$ 0.08
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0900	+	\$ 4,500.00	\$ 0.0950	+	\$ 4,750.00
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.0833	+	\$ 11,245.50	\$ 0.0883	+	\$ 11,920.50
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ (0.0741)	-	\$ (1,148.55)	\$ (0.0791)	-	\$ (1,226.05)
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.0759	+	\$ 1,176.45	\$ 0.0809	+	\$ 1,253.95
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0350	+	\$ 42,000.00	\$ 0.0400	+	\$ 48,000.00

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 6 of 12			Primary Award			Secondary Award		
			Jack Ray Oil Company Grand Praire, TX			W. Douglass Distributing Sherman, TX		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.0283	+	\$ 17,829.00	\$ 0.0333	+	\$ 20,979.00
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ (0.0142)	-	\$ (5,656.57)	\$ (0.0092)	-	\$ (3,664.82)
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.0358	+	\$ 14,260.93	\$ 0.0408	+	\$ 16,252.68
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$0.00	+	\$0.00	\$ 0.0050	+	\$ 0.01
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0067	+	\$ 0.01	\$ 0.0117	+	\$ 0.01
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.0218	+	\$ 3,570.40	\$ 0.0268	+	\$ 4,389.30
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.0718	+	\$ 11,759.40	\$ 0.0768	+	\$ 12,578.30
Total Bid Amount:			\$	177,033.38		\$	213,131.53	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 7 of 12

			Global Montello Group Corp. Waltham, MA			Colonial Oil Industries Inc. Savannah, GA		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0143	+	\$ 23,895.30	\$ 0.0183	+	\$ 30,579.30
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.0304	+	\$ 36,394.88	\$ 0.0466	+	\$ 55,789.52
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.1055	+	\$ 43,898.02	\$ 0.2425	+	\$ 100,903.04
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.1727	+	\$ 71,859.61	\$ 0.3825	+	\$ 159,156.34
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0042	+	\$ 1,595.90	\$ 0.0037	+	\$ 1,405.91
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0153	+	\$ 0.02	\$ 0.0320	+	\$ 0.03
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.0154	+	\$ 0.02	\$ 0.2925	+	\$ 0.29
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0326	+	\$ 0.03	\$ 0.4325	+	\$ 0.43

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 8 of 12

			Global Montello Group Corp. Waltham, MA			Colonial Oil Industries Inc. Savannah, GA		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0036	+	\$ 0.00	\$ (0.0363)	-	\$ (0.04)
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0097	+	\$ 0.01	\$ (0.0080)	-	\$ (0.01)
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.0398	+	\$ 0.04	\$ 0.2925	+	\$ 0.29
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.0170	+	\$ 0.02	\$ 0.4325	+	\$ 0.43
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0343	+	\$ 1,715.00	\$ 0.0549	+	\$ 2,745.00
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.0504	+	\$ 6,804.00	\$ 0.0832	+	\$ 11,232.00
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ 0.1255	+	\$ 1,945.25	\$ 0.3925	+	\$ 6,083.75
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.1927	+	\$ 2,986.85	\$ 0.4825	+	\$ 7,478.75
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0171	+	\$ 20,520.00	\$ (0.0084)	-	\$ (10,080.00)

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 9 of 12			Global Montello Group Corp. Waltham, MA			Colonial Oil Industries Inc. Savannah, GA		
			HUB:	No		HUB:	No	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.0332	+	\$ 20,916.00	\$ 0.0237	+	\$ 14,931.00
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ 0.1083	+	\$ 43,141.31	\$ 0.1925	+	\$ 76,682.38
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.1755	+	\$ 69,910.43	\$ 0.3325	+	\$ 132,451.38
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 0.0094	+	\$ 0.01	\$ (0.0034)	-	\$ (0.00)
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.0055	+	\$ 0.01	\$ 0.0287	+	\$ 0.03
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.0756	+	\$ 12,381.77	\$ 0.1975	+	\$ 32,346.55
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.1428	+	\$ 23,387.78	\$ 0.3375	+	\$ 55,275.75
Total Bid Amount:			\$	381,352.23		\$	676,982.12	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 10 of 12			U.S. Venture, Inc. Appleton, WI			Pinnacle Petroleum, Inc. Huntington Beach, CA		
			HUB:	No		HUB:	Yes	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
1	Reformulated Gasoline Regular, Transport Load, 7,500 Gallons or more	1,671,000	\$ 0.0540	+	\$ 90,234.00	\$ 0.0119	+	\$ 19,884.90
2	Reformulated Gasoline Regular, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1,197,200	\$ 0.1000	+	\$ 119,720.00	\$ 0.1022	+	\$ 122,353.84
3	Reformulated Gasoline Regular, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	416,095	\$ 0.1900	+	\$ 79,058.05	\$ 0.1229	+	\$ 51,138.08
4	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	416,095	\$ 0.2900	+	\$ 120,667.55	\$ 4.4000	+	\$ 1,830,818.00
5	Reformulated Gasoline Mid Grade, Transport Load, 7,500 Gallons or more	379,975	\$ 0.0540	+	\$ 20,518.65	\$ (0.0088)	-	\$ (3,343.78)
6	Reformulated Gasoline Mid Grade, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1000	+	\$ 0.10	\$ 0.0643	+	\$ 0.06
7	Reformulated Gasoline Mid Grade, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.1900	+	\$ 0.19	\$ 0.0803	+	\$ 0.08
8	Reformulated Gasoline Mid Grade, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.2900	+	\$ 0.29	\$ 4.4900	+	\$ 4.49

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 11 of 12

			U.S. Venture, Inc. Appleton, WI			Pinnacle Petroleum, Inc. Huntington Beach, CA		
			HUB:	No		HUB:	Yes	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
9	Reformulated Gasoline Plus, Transport Load, 7,500 Gallons or more	1	\$ 0.0540	+	\$ 0.05	\$ 0.1100	+	\$ 0.11
10	Reformulated Gasoline Plus, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1000	+	\$ 0.10	\$ 0.1860	+	\$ 0.19
11	Reformulated Gasoline Plus, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	1	\$ 0.1900	+	\$ 0.19	\$ 0.2020	+	\$ 0.20
12	Reformulated Gasoline Regular, Short Tank Wagon Load, 1,499 Gallons or less	1	\$ 0.2900	+	\$ 0.29	\$ 4.6200	+	\$ 4.62
13	E85 Gasoline, Transport Load, 7,500 Gallons or more	50,000	\$ 0.0540	+	\$ 2,700.00	\$ 0.0119	+	\$ 595.00
14	E85 Gasoline, Short Transport Load, 4,000 Gallons to 7,499 Gallons	135,000	\$ 0.1000	+	\$ 13,500.00	\$ 0.1022	+	\$ 13,797.00
15	E85 Gasoline, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	15,500	\$ 0.1900	+	\$ 2,945.00	\$ 0.1229	+	\$ 1,904.95
16	E85 Gasoline, Short Tank Wagon Load, 1,499 Gallons or less	15,500	\$ 0.2900	+	\$ 4,495.00	\$ 3.1585	+	\$ 48,956.75
17	No. 2, Diesel (TxLED), Transport Load, 7,500 Gallons or more	1,200,000	\$ 0.0610	+	\$ 73,200.00	\$ (0.0224)	-	\$ (26,880.00)

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.

Bid No. 2022-063 Annual Contract for Fuel

Page 12 of 12

			U.S. Venture, Inc. Appleton, WI			Pinnacle Petroleum, Inc. Huntington Beach, CA		
			HUB:	No		HUB:	Yes	
			Co-op:	Yes		Co-op:	Yes	
Item No	Description	EST Usage	Diff.	Plus or Minus	Total Amount Bid	Diff.	Plus or Minus	Total Amount Bid
18	No. 2, Diesel (TxLED, Short Transport Load, 4,000 Gallons to 7,499 Gallons	630,000	\$ 0.1210	+	\$ 76,230.00	\$ 0.0421	+	\$ 26,523.00
19	No. 2, Diesel (TxLED, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	398,350	\$ 0.2210	+	\$ 88,035.35	\$ 0.3416	+	\$ 136,076.36
20	No. 2, Diesel (TxLED, Short Tank Wagon Load, 1,499 Gallons or less	398,350	\$ 0.3210	+	\$ 127,870.35	\$ 2.7500	+	\$ 1,095,462.50
21	Red Dyed Diesel, Transport Load, 7,500 Gallons or more	1	\$ 0.0660	+	\$ 0.07	\$ 0.0119	+	\$ 0.01
22	Red Dyed Diesel, Short Transport Load, 4,000 Gallons to 7,499 Gallons	1	\$ 0.1260	+	\$ 0.13	\$ 0.0522	+	\$ 0.05
23	Red Dyed Diesel, Tank Wagon Load, 1,500 Gallons to 3,999 Gallons	163,780	\$ 0.2260	+	\$ 37,014.28	\$ 0.3811	+	\$ 62,416.56
24	Red Dyed Diesel, Short Tank Wagon Load, 1,499 Gallons or less	163,780	\$ 0.3260	+	\$ 53,392.28	\$ 2.1400	+	\$ 350,489.20
Total Bid Amount:			\$	909,581.92		\$	3,730,202.17	

A no bid response was received from Saratoga Rack Marketing LLC and Texas Refinery Corp.



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution approving a Cooperative Purchasing Agreement with Professional Turf Products, L.P. through BuyBoard Contract #611-20 in the expenditure amount of \$84,442.06.

STAFF RESPONSIBLE:

Jacqueline Culton, P.E., Interim Director of Public Works

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department manages the City's fleet equipment and vehicles. As a part of that process, Equipment Services reviews the Fleet Rotation Program annually to determine which vehicles have reached the end of their useful lives and need replacement and their replacement schedules. Factors considered include vehicle/equipment age, mileage/hours used, and maintenance history and requirements. Vehicle and equipment replacement and acquisition recommendations are reviewed with representatives of the various departments, and funds are allocated in the next year's budget for new and replacement vehicles and equipment, as appropriate. In addition, the Fleet Rotation Program is reviewed periodically by Staff, and decisions are made to purchase or postpone equipment purchases based on pricing.

The unit to be replaced is a 2013 Toro Multi Pro 5800 mower which has been used for approximately 2,300 hours. This unit is aging and starting to experience reoccurring maintenance problems. Upon acquiring a new mower, the old mower unit will be sold at auction, with the proceeds returned to the Fleet Rotation Program. Staff is also proposing to purchase a new attachment for the New Holland tractor that the City acquired last year as a part of its FY21 budget. The Aerothatch 83 dethatcher attachment will be used to maintain the City's athletic fields. Both of these units will be used by the Parks Department.

During the FY22 budget process, based on vendor pricing received in April 2021, the City Council allocated \$60,000.00 to replace the 2013 Toro Multi Pro 5800 and \$11,000 to purchase the Aerothatch 83 dethatcher. The FY22 quoted price from BuyBoard for the Toro Multi Pro 5800-G is \$76,323.25 (\$16,323.25 over budget), and the FY22 quoted price for the Aerothatch 83 is \$8,118.81 (\$2,881.19 under budget). The total budget shortfall for purchasing the two pieces of equipment is \$13,442.06, which can be alleviated by using reallocated funding due to deferred equipment purchases.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:**ORG and Object Number**

016-700885

Available Budget

\$71,000.00

Purchase Amount

\$84,442.06

After Encumber

-\$13,442.06

ACTION ALTERNATIVES:

1. Approve total funding in the amount of \$84,442.06 to purchase both the Toro Multi Pro 5800-G and Aerothatch 83 dethatcher and approve an amendment to the FY22 budget to purchase the Parks equipment from \$71,000.00 to \$84,442.06 in ORG/OBJ Number 016-700885.
2. Do not apply the savings realized from the deferred equipment purchases. Alternatively, postpone the Toro Multi Pro 5800-G Mower purchase until FY23, when funds can be added to the budget to cover the cost increase.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-009 - Purchase of a Toro Multi Pro 5800-G and an Aerothatch 83 dethatcher](#)

RESOLUTION NO. 2022-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH PROFESSIONAL TURF PRODUCTS, L.P. THROUGH BUYBOARD CONTRACT #611-20 IN THE AMOUNT NOT TO EXCEED \$84,442.06; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, the Toro Multi Pro 5800 mower has reached the end of its useful life and needs to be replaced, and a new dethatcher attachment is necessary for the maintenance of athletic fields; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with The Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations and awarded a contract to Professional Turf Products, L.P.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and approve the procurement of a Toro Multi Pro 5800-G mower and an Aerothatch 83 dethatcher attachment from Professional Turf Products, L.P. through BuyBoard Contract #611-20.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, hereby awards a bid and approves the procurement of a Toro Multi Pro 5800-G mower and an Aerothatch 83 dethatcher attachment from Professional Turf Products, L.P. through The Local Government Purchasing Cooperative (BuyBoard) Contract #611-20 in the amount not to exceed \$84,442.06.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 26, 2021

Sent via email to: sales@proturf.com

David Lau
Professional Turf Products, LP
1010 N. Industrial Blvd.
Euless TX 76039

Re: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations
BuyBoard Contract 611-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations, Contract 611-20 effective June 1, 2020 through May 31, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

EXHIBIT B



Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Will Dutton
(972) 746-7637
duttonw@proturf.com



Count on it.



Ship To	City of Duncanville	Date:	3/16/2022
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Tim Hamilton	Destination	9.50%
Address	330 Shadey Trail, Duncanville, TX 75116	Trade-In	
		Finance	
Phone	(972) 780-5072	Account Type	Contract
Email	thamilton@ci.duncanville.tx.us	QMS: ID	Standard
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	44830	Aerothatch 83		
1	104-1287	1 Inch Space, 12 Ga. Thatcher Blade Assembly		
		Aerothatch 83	\$	8,118.81
1	41394	Multi Pro 5800-G with ExcelaRate		
12	117-5837	White 0.80 gpm asm (nozzle + cap + gasket)		
12	117-5838	Light Blue 1.00 gpm asm (nozzle + cap + gasket)		
12	117-5839	Light Green 1.50 gpm asm (nozzle + cap + gasket)		
1	127-9826	Lance Suction Assembly		
1	41249	Foam Marker Kit		
1	41614	30 Gallon Fresh Water Rinse Kit		
1	41621	Pivoting Electric Hose Reel Kit, MP5800		
1	41622	Chemical Pre-Mix Kit - MP5800 (KZ Valve)		
1	136-0458	Finish Kit, Foam Marker		
1	L10030	Sunshade		
1	120-8505	Beacon Kit		
1	41010	LED Rear Work Light Kit		
1	Freight	Freight for Cab		
1	A-11837	Sunshade Kit for MP5800		
		Multi Pro 5800-G with ExcelaRate	\$	76,323.25

SubTotal	\$	84,442.06
Destination		Included
Tax (Estimated)	\$	-
TOTAL	\$	84,442.06

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing

Terms & Conditions:

1. Prices & Finance Rates are subject to change at any time.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
- C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless

Authorized Signature: _____

Date: _____



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution authorizing the purchase of fire equipment for the new Fire Engine from Municipal Emergency Services (MES) through the National Purchasing Partners Government (NPPGov) Contract #PS20040 in the expenditure amount of \$66,401.83.

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Asa Low, Equipment Services Superintendent

Omotayo, Sokale, Purchasing Manager

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department reviews the Fleet Rotation Schedule annually to determine which vehicles have reached their useful life and which vehicles need to be replaced. Engine 271 was identified and was replaced in FY21. In addition to replacing the vehicle, equipment needed to make the vehicle operational is also replaced.

Prior to 2011, there was no money budgeted for equipment for a new fire apparatus. Since then, this equipment has been funded through the Fleet Replacement budget. Being that there are numerous types of miscellaneous tools and equipment used to make the apparatus operational, there was the need for a separate budget line to purchase these items.

In September 2020, Resolution 2020-066 was passed authorizing the purchase of a new Fire Engine, however the equipment needed on the apparatus to make it fully functional was not included in the Resolution. Not realizing that the equipment wasn't included in the initial Resolution, the fire department inadvertently proceeded with the purchase of the equipment from Municipal Emergency Services (MES) in the total amount of \$66,401.83 through NPPGov cooperative purchasing contract.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. NPPGov contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

016-700885

Available Budget

\$89,000

Purchase Amount

\$66,401.83

After Encumber

\$22,598.17

ACTION ALTERNATIVES:

1. Authorize purchase of fire equipment in the amount of \$66,401.83
2. Do not authorize the purchase of budgeted fire equipment.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-023 - Purchase of Fire Equipment from MES through NPPGov Cooperative Contract - Pdf](#)

RESOLUTION NO. 2022-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AND RATIFYING PROCUREMENT OF FIRE EQUIPMENT AS SET IN THE IN THE INVOICE ATTACHED HERETO AS EXHIBIT "A" FOR THE NEW FIRE APPARATUS WITH MUNICIPAL EMERGENCY SERVICES THROUGH THE NATIONAL PURCHASING PARTNERS GOVERNMENT (NPPGOV) COOPERATIVE PURCHASING AGREEMENT IN THE EXPENDITURE AMOUNT NOT TO EXCEED \$66,401.83; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure equipment for the new fire apparatus as part of safe and efficient Fire Department operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with National Purchasing Partners Government (NPPGov) under contract # PS20040 for equipment products; and

WHEREAS, and the National Purchasing Partners Government (NPPGov) has been awarded a contract for fire equipment

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and ratifies procurement of fire equipment as set in the invoice attached hereto as Exhibit "A" for the new fire apparatus with Municipal Emergency Services through the National Purchasing Partners Government (NPPGov) Cooperative Purchasing Agreement in the expenditure amount not to exceed \$66,401.83.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



MES - Texas
600 Century Plaza Dr.
Suite C-160
Houston, TX 77073

Bill To

Lacey Freeman
DUNCANVILLE FD
P.O.BOX 380280
Duncanville TX 75137

Sales Order

Page 1 of 3

Date

09/17/2021

Order #

SO1513026

Terms

Net 30

PO #

Chief Wigginton

Sales Rep

Cousins, Grant

Shipping Method

FedEx Ground

Ship Complete

No

Customer

DUNCANVILLE FD

Customer #

C46416

Ship To

Jason Wigginton
DUNCANVILLE FIRE DEPT
1530 S Main St.
Duncanville TX 75137
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
KD-ULLH			1054 LOAD & LOCK WALKAWAY® BRACKETS Unassembled bracket with strap	1	104.70	104.70
448			2 Wrench Holder with Wrenches (Two (2) Style 10) - Sold in quantity of four (4)	1	490.50	490.50
KS34-P18-P09			Set of 4: 4", 5" STORZ x Universal Spanner Wrench w/holder - Black	2	82.75	165.50
36R1515N			36R Rocker Lug Double Male - 1.5 NHT Male x 1.5 NPT Male	1	18.20	18.20
36R1515-H52			Male NH 1.5" x Male NH 1.5" - Black HC	2	18.20	36.40
36R2525-H52			Male NH 2.5" // Male NH 2.5" - Black HC	2	22.60	45.20
35R1515-H52			Female RL Swivel NH 1.5" x Female RL Swivel NH 1.5" - Black HC	2	25.90	51.80
35R2525-H52			Female RL Swivel NH 2.5" // Female RL Swivel NH 2.5" - Black HC	2	32.35	64.70
37R151-H52			Female NH 1.5" // Male NH 1" - Black HC	1	21.45	21.45
37R2515-H52			Female NH 2.5" // Male NH 1.5" - Black HC	2	24.80	49.60
K05-P18			Adjustable Hydrant Wrench Double Head Spanner - Black	4	33.85	135.40
AA4ST-SP			ADAPTER 5.0"STORZ X 4.0"STORZ Rigid to Rigid	1	150.60	150.60
AA3ST-NJ			ADAPTER 5.0" STORZ X 2.5", SWIVEL TO SWIVEL FEMALE ROCKER LUG	1	131.10	131.10
LS-8			LOCK SLOT 8	2	139.00	278.00
FAP-6			AXE PICKHEAD 6LB FIBERGLASSHANDLE	2	71.70	143.40
MX			One piece dropped forged multipurpose forcible entry tool with 2 3/4" adz. 30" length (MAXXIMUS)	2	270.75	541.50
CBPP-51			CROW BAR PINCH POINT	1	73.20	73.20
ZIAMATIC	4045-125-000		4045-125-000 Custom ZIAMATIC ZH-32-D 32" "Z" hook with "D" handle grip	2	79.00	158.00
55-120			Stanley FatMax Xtreme FuBar - 30In	1	85.60	85.60
XXC-42			MONITOR BLITZFIRE KIT,CONTAINS XX111A, XX-B, MST-3NJ	1	3,856.30	3,856.30
K-TOOL-COMPL			K-TOOL COMPLETE UNIT W/KEYTOOLS/OPERATIONS MANUAL/POUCH	1	146.30	146.30

Page 3 of 6

EXHIBIT A



Sales Order

Page 2 of 3

Date

09/17/2021

Order #

SO1513026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RH-8			HOOK NY ROOF 8 FT	1	141.95	141.95
48634029			ASLT 1.5NH 150G@50P FM#	3	504.45	1,513.35
TFT Adapters	AX3ST-NX-PS		AX3ST-NX-PS Custom TFT Adapters JUMBO BIV 5.0" STORZ SWIVEL X 6.0" FEMALE	2	2,469.50	4,939.00
FIRE HOOKS	TT-12		TT-12 Custom FIRE HOOKS TRUCKMAN'S TOOL	1	75.00	75.00
440YL			HYDRANT TOOL BAG	1	28.40	28.40
46000			Portable Scene Light II - 120V AC/12V DC - Red	2	512.60	1,025.20
AUTO-X-KIT-A-W B			Auto X Crib Tool Kits - Kit A (with Bags & Toters)	1	1,208.10	1,208.10
HS-150			HOSE STRAP 100 AND 50 FT.	2	78.45	156.90
APH-6			Firehooks Unlimited All Purpose Hook - 6 foot	1	120.00	120.00
APH-10			HOOK ALL PURPOSE 10FT HOOKHEAD	1	181.50	181.50
DWHS-6			HOOK DRY WALL 6 FT W/GAS SHUT	1	140.00	140.00
DWHS-8			HOOK DRY WALL 8 FT W/ GAS SHUT	1	155.00	155.00
8-M28			MAUL SLEDGE 8 LB 28 IN HANDLE	1	80.50	80.50
CM-2			MALLET CONNECTION 2LBS	1	20.50	20.50
4826			2 1/2" High-Range Assault™ Nozzle with Pistol Grip and Spinning Teeth	1	650.25	650.25
HHR-2			HOSE ROLLER TWO MAN	1	128.00	128.00
240			EXT 2.5 GAL PRESSURIZED WATER	1	110.00	110.00
90651			Knucklehead Div 2 Flood with Clip (without charger) Orange	4	100.00	400.00
32911			BigEasy PUBLIC SAFETY LOCK OUT KITS	1	50.00	50.00
XEC01PT1			18V X2 (36V) LXT® Lithium-Ion Brushless Cordless 9" Power Cutter Kit, 4 ea. BL1850B battery, cut-off wheel, dual port charger, lock-off (5.0 Ah)	1	940.00	940.00
MAGNUM-9			Diamond/Carbide Fire Rescue Blade 9" with Silicon Carbide Sides	2	88.00	176.00
XCU04PT1			18V X2 (36V) LXT® Lithium Ion Brushless Cordless 16" Chain Saw Kit (5.0Ah) w/ 2 extra batteries	1	435.00	435.00
E-00103			16" GUIDE BAR 3/8" LP .050 A041	1	21.35	21.35
SV789-16			Battery Saw Kit, Carbide Chain, Bar, Depth Gauge	1	431.25	431.25
XRJ06PT			18Vx2 LXT BL Saw Kit	1	368.30	368.30
XSJ05T			18V LXT Lithium-Ion Brushless Cordless 1/2" Fiber Cement Shear Kit	1	548.78	548.78
2014225			Lenox RECIP 9108RCT 9 X 1 X .050 X 8 NGCR 5/PK	1	64.70	64.70
XBU02PT1			36V (X2) BL Blower Kit (5.0Ah) w/ 2 extra batteries	1	345.00	345.00
DML809			18V X2 LXT L.E.D. WORK LIGHT 10,000LM	1	275.00	275.00
BL1850B-2			18V BATTERY 5.0AH, 2/PK	3	226.85	680.55
272889000-1			S 789 E3 Cutter - TOOL ONLY	1	9,862.00	9,862.00
271855000-1			SP 555 E3 Spreader - TOOL ONLY	1	10,960.00	10,960.00

Page 4 of 6

EXHIBIT A



Sales Order

Page 3 of 3

Date

09/17/2021

Order #

SO1513026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
274886000-1			R 522 E3 Ram - TOOL ONLY	1	7,452.85	7,452.85
90-53-15			EWXT 9 Ah battery	7	651.45	4,560.15
90-53-21			EWXT Charger (110V)	2	442.50	885.00
SUPER VACUUM	V20-BH-SP		V20-BH-SP Custom SUPER VACUUM 20" Blade- H x W x D: 28.25" x 28.75" x 12.5" 12,550 cfm (5) year warrant. Hurst batteries sold separately.	1	5,325.00	5,325.00

Chief Wigginton

Member ID: M-5702521
NPP Contract: PS20040

Subtotal	61,202.03
Shipping Cost (FedEx Ground)	1,000.00
Total	\$62,202.03

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO1513026

EXHIBIT A



MES - Texas
600 Century Plaza Dr.
Suite C-160
Houston, TX 77073

Quote

Date 01/19/2022
Quote # QT1544693
Expires 02/03/2022
Sales Rep Cousins, Grant
PO #
Shipping Method FedEx Ground

Bill To
Lacey Freeman
DUNCANVILLE FD
P.O.BOX 380280
Duncanville TX 75137

Ship To
Jason Wigginton
DUNCANVILLE FIRE DEPT
1530 S Main St.
Duncanville TX 75137
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
H41LPNBFHOS			H41 Interceptor Hood with Prevent	25	126.00	3,150.00
FD2-M			First Due Rescue Glove Black Size: Medium	5	34.16	170.80
FD2-L			First Due Rescue Glove Black Size: Large	10	34.16	341.60
FD2-XL			First Due Rescue Glove Black Size: X-Large	10	34.16	341.60
FD2-XXL			First Due Rescue Glove Black Size: 2X-Large	5	34.16	170.80

NPP CONTRACT: PS20040
Member ID: M-5702521

Subtotal 4,174.80
Shipping Cost (FedEx Ground) 25.00
Total \$4,199.80

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1544693



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution authorizing the Bid No. RFB-22-0001 Demolition of Substandard Buildings for real property within the City of Duncanville to Garrett Demolition, Inc. in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A,'; in an amount not to exceed \$77,167.16.

STAFF RESPONSIBLE:

Jeremy Tennant, Director of Neighborhood Services
Sokale "Tayo" Omotayo, Chief Procurement Officer

BACKGROUND/HISTORY:

The City released a Release For Bids (RFB) on December 8, 2021 to award a Master Agreement with a contractor to assist the City in demolishing residential and commercial structures that have been determined to be substandard by the City and ordered demolished by the Municipal Judge or the City's Building Standards Commission. The reason for this bid is because periodically, there are substandard structures that are required to be demolished by the City due to the property owner failing to act on an order of the Municipal Judge.

The purpose of the request for bid for best value is to select a long-term demolition contractor (Original Contract period plus (4) on-year annual renewal option periods) that can perform demolition of substandard residential and non-residential structures. The RFB is a unit price contract for an as needed performance. The not to exceed amount is the total of \$77,167.16 based on the quantities the City has provided for the two categories of demolition (residential and non-residential).

The scope of the RFB included the following price figures for the following:

- Demolish substandard residential building
- Demolish substandard non-residential building
- Demolish asphalt pavement
- Demolish concrete pavement
- Remove site utilities and cap at City Right-of-Way
- Restore site to greenfield condition

The criteria utilized to determine the best value and award the contract consisted of the following:

1. Purchase Price
2. Reputation of the bidder and of the bidder's goods and services
3. Quality of the bidder's goods or services
4. Extent to which the goods or services meet the City's needs
5. Bidder's past relationship with the City of Duncanville

6. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
7. Total long-term cost to the City to acquire the bidder's goods or services
8. Any relevant criteria specifically listed in the request for bids or proposals

POLICY EXPLANATION:

The City released Bids, via Public Purchase, on December 8, 2021, for RFB 22-0001 for demolition services for substandard buildings.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approval of Resolution.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Final evaluation score sheet](#)

[Attachment 2 - Resolution No. - 2022-027 - Demolition - Garrett Demolition](#)

EVALUATION SHEET FOR RFB 22-0001 DEMOLITION OF SUBSTANDARD BUILDING (BEST VALUE)													
		Garrett Demolition, Inc.				Mezquite Installations				Texas Standard Construction			
	Maximum Score	Evaluator 1	Evaluator 2	Evaluator 3	Average	Evaluator 1	Evaluator 2	Evaluator 3	Average	Evaluator 1	Evaluator 2	Evaluator 3	Average
Cost (Purchasing only)	35	35	35	35	35	24.6	24.6	24.6	24.6	27.9	27.9	27.9	27.9
References (Purchasing only)	25	6.66	0	8.33	14.99	6.67	8.33	5.0	20	5.83	7.5	0	13.33
Past Performance (Purchasing only)	20	6.222	0	6.67	12.892	6.67	4.44	6.22	17.33	0	0	6.67	6.67
Safety	20	20	20	20	20	20	20	20	20.0	0	0	0	0
TOTAL:	100				82.88				81.88				47.9

RFB-22-0001

Demolition of Substandard Buildings

Past Performance

Total Points Allocated to References	20
Points allocated to each reference. Number of References	3 6.667
Total Number of Questions	3
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	2.222

Guideline

2.222	Excellent
1.778	Very Good
1.333	Good
0.889	Competent
0.444	Poor
0.00	Non-Compliant

Bidder: Garrett

	1	2	3
Contract Number & Name	ENV 21-01	18-09	CSP 21-118
Completion Date/ Contract Period	Annual		
Owner	City of Fort Worth	City of Duncanville	Tarrant Regional Water District
Contact Name	Roger Grantham	Brienne Wilkins	Jenna Brummett
Email	roger.grantham@fortworthtexas.gov	bwilkins@duncanville.com	jenna.brummett.com
Office Phone	817-392-8592	972-780-5058	817-335-2491
Cell Phone			
Email - Attempt 1		Wrong email: No longer an employee	
Phone - Attempt 2			
Phone - Attempt 3			
Question description:			
1 Compliance with specifications requirements.	3.330 1.778	0.000	2.222
2 How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	3.330 2.222	0.000	2.222
3 How would you rate the Contractor's efforts to control costs?	2.222 2.222	0.00	2.22
Reference Total:	6.222	0.00	6.67

0.00 12.89

From: [Grantham, Roger](#)
To: [Diane Mitchell](#)
Subject: Re: Request for Past Performance Reference - Garrett Demolition
Date: Wednesday, January 12, 2022 8:47:01 AM

I would rate Garrett accordingly to the questions below:

1.778

2.222

2.222

Roger Grantham

Environmental Supervisor

City of Fort Worth

Code Compliance Department

Environmental Quality Division

Land Quality Section

200 Texas

Fort Worth, Texas 76102

817-392-8592 -Office

817-392-6359 - Fax

817-713-1703 - Mobile

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:28 PM
To: Grantham, Roger <Roger.Grantham@fortworthtexas.gov>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Past Performance Reference - Garrett Demolition

CAUTION: This email originated from outside of the City of Fort Worth email system. Do not click any links or open attachments unless you recognize the sender and know the content is safe.

Hello Roger Grantham,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Demolition has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333
Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	
How would you rate the Contractor's efforts to control costs?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.

OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.



Your message to bwilkins@duncanville.com couldn't be delivered.

bwilkins wasn't found at **duncanville.com**.

diane.mitchell

Office 365

bwilkins

Action Required

Recipient

Unknown To address

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete and retype the entire recipient address. If prompted with an Auto-Complete List suggestion don't select it. After typing the complete address, click **Send**.
- Contact the recipient (by phone, for example) to check that the address exists and is correct.
- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: [Fix email delivery issues for error code 5.1.10 in Office 365](#), and then send the message again. Retype the entire recipient address before selecting **Send**.

If the problem continues, forward this message to your email admin. If you're an email admin, refer to the **More Info for Email Admins** section below.

Was this helpful? [Send feedback to Microsoft.](#)

More Info for Email Admins

Status code: 550 5.1.10

This error occurs because the sender sent a message to an email address hosted by Office 365 but the address is incorrect or doesn't exist at the destination domain. The

error is reported by the recipient domain's email server, but most often it must be fixed by the person who sent the message. If the steps in the **How to Fix It** section above don't fix the problem, and you're the email admin for the recipient, try one or more of the following:

The email address exists and is correct - Confirm that the recipient address exists, is correct, and is accepting messages.

Synchronize your directories - If you have a hybrid environment and are using directory synchronization make sure the recipient's email address is synced correctly in both Office 365 and in your on-premises directory.

Errant forwarding rule - Check for forwarding rules that aren't behaving as expected. Forwarding can be set up by an admin via mail flow rules or mailbox forwarding address settings, or by the recipient via the Inbox Rules feature.

Recipient has a valid license - Make sure the recipient has an Office 365 license assigned to them. The recipient's email admin can use the Office 365 admin center to assign a license (Users > Active Users > select the recipient > Assigned License > Edit).

Mail flow settings and MX records are not correct - Misconfigured mail flow or MX record settings can cause this error. Check your Office 365 mail flow settings to make sure your domain and any mail flow connectors are set up correctly. Also, work with your domain registrar to make sure the MX records for your domain are configured correctly.

For more information and additional tips to fix this issue, see [Fix email delivery issues for error code 5.1.10 in Office 365](#).

Original Message Details

Created Date: 1/11/2022 11:30:25 PM
 Sender Address: diane.mitchell@duncanville.com
 Recipient Address: bwilkins@duncanville.com
 Subject: Request for Past Performance Reference - Garrett Demolition

Error Details

Reported error: 550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient bwilkins@duncanville.com not found by SMTP address lookup
 DSN generated by: PH0PR09MB8156.namprd09.prod.outlook.com

Message Hops

HOP	TIME (UTC)	FROM	TO	WITH
1	1/11/2022 11:30:25 PM	PH0PR09MB7451.namprd09.prod.outlook.com	PH0PR09MB7451.namprd09.prod.outlook.com	mapi
2	1/11/2022 11:30:25 PM	PH0PR09MB7451.namprd09.prod.outlook.com	PH0PR09MB8156.namprd09.prod.outlook.com	Microsoft SMTP Server cipher=TLS_ECDHE_RSA

Original Message Headers

Authentication-Results: dkim=none (message not signed)
 header.d=none;dmARC=none action=none header.from=duncanville.com;
 Received: from PH0PR09MB7451.namprd09.prod.outlook.com (2603:10b6:510:68::5)
 by PH0PR09MB8156.namprd09.prod.outlook.com (2603:10b6:510:6d::13) with
 Microsoft SMTP Server (version=TLS1_2,
 cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.4867.9; Tue, 11 Jan
 2022 23:30:25 +0000
 Received: from PH0PR09MB7451.namprd09.prod.outlook.com
 ([fe80::e89a:ab78:cf2f:b4fa]) by PH0PR09MB7451.namprd09.prod.outlook.com
 ([fe80::e89a:ab78:cf2f:b4fa%4]) with mapi id 15.20.4888.009; Tue, 11 Jan 2022
 23:30:25 +0000
 Content-Type: application/ms-tnef; name="winmail.dat"
 Content-Transfer-Encoding: binary
 From: Diane Mitchell <diane.mitchell@duncanville.com>
 To: "bwilkins@duncanville.com" <bwilkins@duncanville.com>
 CC: Omotayo Sokale <omotayo.sokale@duncanville.com>
 Subject: Request for Past Performance Reference - Garrett Demolition
 Thread-Topic: Request for Past Performance Reference - Garrett Demolition
 Thread-Index: AdgHQunEP+xJmln3SzmsGi/vqYqEfQAABmag
 Date: Tue, 11 Jan 2022 23:30:25 +0000
 Message-ID:
 <PH0PR09MB74513FE533AC31F358B975348B519@PH0PR09MB7451.namprd09.prod.outlook.com>
 References:
 <PH0PR09MB7451613B81FD7DEA3B0569E28B519@PH0PR09MB7451.namprd09.prod.outlook.com>
 In-Reply-To:
 <PH0PR09MB7451613B81FD7DEA3B0569E28B519@PH0PR09MB7451.namprd09.prod.outlook.com>
 Accept-Language: en-US
 Content-Language: en-US
 X-MS-Has-Attach:
 X-MS-TNEF-Correlator:
 <PH0PR09MB74513FE533AC31F358B975348B519@PH0PR09MB7451.namprd09.prod.outlook.com>
 MIME-Version: 1.0
 X-MS-PublicTrafficType: Email
 Return-Path: diane.mitchell@duncanville.com
 X-MS-Office365-Filtering-Correlation-Id: 57446f76-cf06-4b4e-92a9-08d9d55a5860
 X-MS-TrafficTypeDiagnostic: PH0PR09MB8156:EE_
 X-MS-Oob-TLC-OOBClassifiers: OLM:8273;
 X-Microsoft-Antispam: BCL:0;
 X-Microsoft-Antispam-Message-Info:
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 xQfg/Cvp/nKr0DZYDVUxRbk2SI9Yt27xycty45dKx1jxonZ7g78vdl8/SS7C4Bm6b0K5W2RFMYi3qjcD8gd3NR0A0
 fiFitEQ29RSMGso+hRldXSC/OT/yVbqWr7BdjL4j1EHPYW583RSL8oaFSf5dbbKHRLqIuZQJ+ILanXoLXpYfa4h7a
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 jNGAVST0vc4MWaeUldREP41CbH3xiwZxdYS5kckw53jBDev11A90YxMacxH5UpxkkkbTIQJ89lRLxWuf1leN7eY0
 X-Forefront-Antispam-Report:

CIP:255.255.255.255;CTRY:;LANG:en;SCL:-
1;SRV:;IPV:NLI;SFV:SKI;H:PH0PR09MB7451.namprd09.prod.outlook.com;PTR:;CAT:NONE;SFS:;DIR:INB;
X-MS-Exchange-CrossTenant-OriginalArrivalTime: 11 Jan 2022 23:30:25.5039
(UTC)
X-MS-Exchange-CrossTenant-FromEntityHeader: Hosted
X-MS-Exchange-CrossTenant-Id: d0060bc3-27b2-40f9-a6dd-3a20c426d17c
X-MS-Exchange-CrossTenant-AuthSource: PH0PR09MB7451.namprd09.prod.outlook.com
X-MS-Exchange-CrossTenant-AuthAs: Internal
X-MS-Exchange-CrossTenant-Network-Message-Id: 57446f76-cf06-4b4e-92a9-08d9d55a5860
X-MS-Exchange-Transport-CrossTenantHeadersStamped: PH0PR09MB8156

From: [Jenna Brummett](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Request for Past Performance Reference - Garrett Demolition
Date: Wednesday, January 12, 2022 9:54:58 AM

Hello Diane,

I received two emails, so I will respond to both. Score is excellent on all questions below. Garrett is one of the best contractors we work with and they are very knowledgeable and diligent. Best of luck with your project and let me know if you need anything else from me.

[Jenna Brummett](#)
[Tarrant Regional Water District](#)

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:33 PM
To: Jenna Brummett <Jenna.Brummett@trwd.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Past Performance Reference - Garrett Demolition

Hello Jenna Brummett,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Demolition has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333
Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	2.222
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	2.222
How would you rate the Contractor's efforts to control costs?	2.222

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com


203 E. Wheatland Road
Duncanville, TX 75116
[972.780.5006](tel:972.780.5006) P
www.duncanville.com



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RFB-22-0001

Demolition of Substandard Buildings

Past Performance

Total Points Allocated to References	20
Points allocated to each reference. Number of References	3 6.667
Total Number of Questions	3
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	2.222

Guideline

2.222	Excellent
1.778	Very Good
1.333	Good
0.889	Competent
0.444	Poor
0.00	Non-Compliant

Bidder: Mezquite

	1	2	3
Contract Number & Name			
Completion Date/ Contract Period			
Owner	Salient Homes	HHM Hospitality	PPT Inc.
Contact Name	Heron Ramirez	Alex Fedorow	Loreli Lopez
Email	heron@salient-homes.com	alexander.fedorow@hhmlp.com	lorelipptinc.org
Office Phone	214-293-5881	501-463-8885	318-364-9297
Cell Phone			
Email - Attempt 1			
Phone - Attempt 2			
Phone - Attempt 3			
Question description:			
1 Compliance with specifications requirements.	2.222	0.000	2.222
2 How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	2.222	2.222	2.222
3 How would you rate the Contractor's efforts to control costs?	2.222	2.222	1.78
Reference Total:	6.67	4.44	6.22

0.00 17.33

From: [Heron Ramirez](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: Re: Request for Past Performance Reference - Mezquite Installations
Date: Wednesday, January 12, 2022 2:36:33 PM

Hello Diane, yes I give them all excellent score. They were very attentive and quick turn around times

On Tue, Jan 11, 2022 at 5:18 PM Diane Mitchell <diane.mitchell@duncanville.com> wrote:

Hello Heron Ramirez,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Mezquite Installations has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333
Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	
How would you rate the Contractor's efforts to control costs?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



[203 E. Wheatland Road](#)
[Duncanville, TX 75116](#)
972.780.5006 P
www.duncanville.com



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--



Heron Ramirez CEO
3151 commonwealth drive, Dallas, TX, 75247
214-293-5881
Heron@salient-homes.com

From: [Fedorow, Alex](#)
To: [Diane Mitchell](#)
Subject: Re: 2nd Request: Request for Past Performance Reference - Mezquite Installations
Date: Wednesday, January 12, 2022 3:46:01 PM

Hello, Diane. Thank you for the questions. Mesquite is a contractor I use NationWide on Projects. I would rate these as follows:

Question: How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?

Answer: 2.222

Question: How would you rate the Contractor's efforts to control costs?

Answer: 2.222

Thank you

Alex



Alex Fedorow
 Regional Vice President of Operations
 Central U.S. Region
 m. [501-463-8885](tel:501-463-8885)
hhmhospitality.com
 510 Walnut Street | Floor 9
 Philadelphia | PA | 19106

On Wed, Jan 12, 2022 at 3:05 PM Diane Mitchell <diane.mitchell@duncanville.com> wrote:

Hello Alex Fedorow,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Mezquite Installations has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333

Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	
How would you rate the Contractor's efforts to control costs?	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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 Duncanville, TX 75116
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www.duncanville.com



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From: [Loreli Lopez](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Request for Past Performance Reference - Mezquite Installations
Date: Wednesday, January 12, 2022 10:13:14 AM

Hello,

Thank you for the inquiry. My responses are below.

Sincerely,



Loreli Lopez
 1040 Hawn Ave.
 (318) 222-2225

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:24 PM
To: Loreli Lopez <Loreli@pptinc.org>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Past Performance Reference - Mezquite Installations

Hello Loreli Lopez,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Mezquite Installations has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333
Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	2.222
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	2.222

How would you rate the Contractor's efforts to control costs?	1.778
---	-------

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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RFB-22-0001

Demolition of Substandard Buildings

Past Performance

Total Points Allocated to References	20
Points allocated to each reference. Number of References	3 6.667
Total Number of Questions	3
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	2.222

Guideline

2.222	Excellent
1.778	Very Good
1.333	Good
0.889	Competent
0.444	Poor
0.00	Non-Compliant

Bidder: Texas Standard Construction

	1	2	3
Contract Number & Name	Trinity Skyline Trail	Faith Bible Church Parking Lot	Misc. Wastewater Replacements
Completion Date/ Contract Period	2021	2014	2020
Owner	City of Dallas-PW	City of Desoto	City of Grand Prairie
Contact Name	Haroon Abdoh	Corey Lawson	George Fanous
Email			gfanous@gptx.org
Office Phone	214-948-4308	972-230-6917	972-237-8143
Cell Phone			
Email - Attempt 1	Not Provided	Not Provided	
Phone - Attempt 2	Wrong #: 1/12/22	Wrong #: 1/12/22	
Phone - Attempt 3			
Question description:			
1 Compliance with specifications requirements.	2.222 0.00	0.000	2.222
2 How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	2.222 0.00	0.000	2.222
3 How would you rate the Contractor's efforts to control costs?	2.222 0.00	0.00	2.222
Reference Total:	0.00	0.00	6.67

0.00 6.67



Texas Standard Construction, Ltd.

January 5, 2022

COMPLETED CONTRACT REFERENCE SCHEDULE

CITY OF DALLAS, DEPARTMENT OF PUBLIC WORKS,
320 Jefferson Blvd., Dallas, TX 75203

- | | | |
|-----|---|------|
| 1) | Contact: Haroon Abdoh, P.E. 214-948-4308, \$5,651,049.10
Trinity Skyline Trail from Sylvan Ave. to Campion Trail | 2021 |
| 2) | Contact: Gbenro Oyekanmi, P.E., 214-948-4490, \$988,473.37
Street Reconstruction Group 12-464, PB12S418, PB12S423 | 2020 |
| 3) | Contact: Gbenro Oyekanmi, P.E., 214-948-4490, \$3,196,267.75
Street Reconstruction Group 12-624, PB12S308, PB12S312 | 2020 |
| 4) | Contact: Lap Trinh, 214-948-4258, \$2,006,959.57
Colorado Blvd. / Beckley Ave. Sidewalk Enhancements PB06P791 | 2019 |
| 5) | Contact: Lap Trinh/Mortina Hill, 214-948-4032, \$6,782,507.00
Bishop Avenue from Jefferson Blvd. to 8 th St., PB12S390 | 2019 |
| 6) | Contact: Mortina Hill, 214-948-4032, \$2,058,475.32
Jefferson Blvd. Improvements from Beckley Ave. to Commerce, PB12S295 | 2019 |
| 7) | Contact: Liong So, P.E./Gbenro Oyekanmi, P.E., 214-948-4490, \$3,774,688.96
Goodnight Ln. Phase I from Joe Field Rd. to Royal Ln. | 2019 |
| 8) | Contact: Horacio Pizzarello, P.E., 214-948-5350, \$7,186,508.92
N. Beckley Ave. to Commerce, PB98N972 | 2018 |
| 9) | Contact: Lap Trinh, 214-948-4258, \$1,068,126.95
Adams Avenue Tenth St. to Davis St., PB12S600 | 2018 |
| 10) | Contact: Jesse Dillard, P.E., 214-670-4197, \$14,431,638.09
Street Group 06-618, Riverfront Blvd. / Continental Ave.
PB06U783, PB06U215 | 2018 |
| 11) | Contact: Lap Trinh, 214-948-4258, \$5,040,612.46
Cadiz St. from Riverfront Blvd. to S. Lamar St., PB06U778 | 2018 |
| 12) | Contact: Wilkens Engmann, P.E., 214-948-4001, \$1,664,669.27
Superior St. from W. Clarendon to Catherine, PB12S4 | 2017 |
| 13) | Contact: Lonnie Geiger, P.E., 214-948-4126, \$460,000.00
White Rock Creek Silt Removal, SDMFC006 | 2017 |

P.O. Box 210768 • Dallas, Texas 75211 • Office: (214) 330-5229 • Fax: (214) 330-5254

B.B. Owen Park

- | | | |
|-----|--|------|
| 8) | Contact: Richard Ritz, 214-670-4104, \$189,000.00
Five Mile Creek, Erosion Control Improvements #04-2035 | 2004 |
| 9) | Contact: Richard Stauffer, P.E., 214-670-4105, \$1,388,790.00
White Rock Lake – E. Lawther Dr. Reconstruction | 2002 |
| 10) | Contact: Wayne Tarpley, \$166,000.00
Deerpath Shelter and Fence | 2000 |
| 11) | Contact: Bruce Thornton, 214-670-8823
Merrifield Park Paving Improvements, \$90,000.00 | 2000 |

CITY OF DESOTO, 211 E. Pleasant Run Rd., DeSoto, TX 75115

- | | | |
|----|---|------|
| 1) | Contact: Corey Lawson, 972-230-6917, \$185,222.50
Faith Bible Church Parking Lot Renovations | 2014 |
| 2) | Contact: Corey Lawson, 972-230-6917, \$1,411,463.52
2013 Repair & Replacement Phase II, Water/Wastewater Street Improvements | 2014 |
| 3) | Contact: Corey Lawson, 972-230-6917, \$1,268,195.58
2013 Repair & Replacement Phase I, Water/Wastewater Street Improvements | 2013 |
| 4) | Contact: M. Renee Johnson, Managing Director, 972-230-9625, \$69,250.00
Windmill Hill Nature Trail Modifications | 2008 |
| 5) | Contact: Tom Johnson, P.E., 972-274-2489 \$652,512.40
Phase II Storm Drainage Improvements @ 4 locations. | 1999 |

CITY OF DUNCANVILLE, 203 E. Wheatland Rd., Duncanville, TX 75116

- | | | |
|----|--|------|
| 1) | Contact: Steve Miller, P.E., 972-780-5000, \$870,800.00
North Branch Tributary of Mauk Branch | 1999 |
|----|--|------|

CITY OF GRAND PRAIRIE, 300 W. Main St., Grand Prairie, TX 75116

- | | | |
|----|--|------|
| 1) | Contact: George Fanous, P.E., 972-237-8143, \$639,647.59
Miscellaneous Wastewater Replacements, W.O. #617.120 | 2020 |
| 2) | Contact: George Fanous, P.E., 972-237-8143, \$1,993,701.59
Main St. and Jefferson Area Storm Drain Improvements, W.O. #614.52 | 2018 |
| 3) | Contact: George Fanous, P.E., 972-237-8143, \$428,704.36
Fargo Outfall Rehabilitation, W.O. #612-118 | 2017 |
| 4) | Contact: George Fanous, P.E., 972-237-8143, \$2,246,826.45
Main and Jefferson Area Storm Drain Improvements, W.O. #614.52 | 2018 |
| 5) | Contact: Shirang Golhar, P.E., 2314-951-0807, \$306,217.50 | 2014 |

From: [George Fanous](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Request for Past Performance Reference - Texas Standard
Date: Wednesday, January 12, 2022 9:04:58 AM

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Wednesday, January 12, 2022 8:44 AM
To: George Fanous <Gfanous@GPTX.org>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Past Performance Reference - Texas Standard

Hello George Fanous,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.
Texas Standard has submitted a bid and provided your name for a past performance reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	2.222
Very Good	1.778
Good	1.333
Marginal	0.889
Poor	0.444
Neutral	0.00

	Score:
Compliance with specifications requirements.	2.222
How would you rate the Contractor's efforts on resolving problems related to the contract, services, and personnel?	2.222
How would you rate the Contractor's efforts to control costs?	2.222

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com


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Duncanville, TX 75116
972.780.5006 P
www.duncanville.com



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RFB-22-0001

Demolition of Substandard Buildings

Reference

Guideline

Total Points Allocated to References	25
Points allocated to each reference. Number of References	3 8.333
Total Number of Questions	2
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	4.167

4.167	Excellent
3.333	Very Good
2.500	Good
1.667	Competent
0.833	Poor
0.00	Non-Compliant

Bidder: Mezquite

	1	2	3
Contract Number & Name			Animal Shelter
Completion Date/ Contract Period			
Owner	Parkland Health & Hospital	DPS, Lufkin, TX	Weatherford Parker County
Contact Name	Jose May	Skyler Clawson	Dustin Deel
Email	jose.may@PHHS.org	skyler.clawson@dacountytx.com	ddeel@weatherfordtx.gov
Office Phone	214-402-8533	940-577-9195	817-598-4251
Cell Phone			
Email - Attempt 1			
Phone - Attempt 2			
Phone - Attempt 3			
Question description:			
1 Timeliness of performance of service.	4.167 3.333	4.167	2.500
2 Commitment to customer service, in working well with clients.	4.167 3.333	4.167	2.500
Reference Total:	6.67	8.33	5.00

0.00 20.00

From: [Jose May](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: [External] Request for Reference - Mezquite Installations
Date: Tuesday, January 11, 2022 5:19:10 PM

Please see responses below in red.

Let me know if you have any questions.

Thank you,

Jose “Joe” May, MS

Construction Program Manager
 Parkland Health & Hospital System
 5223 Tex Oak Ave , Dallas, Texas 75235
 O (214) 590-4921
 C (214) 402-8533
jose.may@phhs.org



Parkland

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:10 PM
To: Jose May <JOSE.MAY@phhs.org>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: [External] Request for Reference - Mezquite Installations

*** This e-mail did not originate from a Parkland e-mail address. If you do not know or trust the sender, do not click on any links in this e-mail, open any attachments, or disclose any sensitive information such as your password. ***

Hello Jose May,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Mezquite Installations has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167

Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	3.333
Commitment to customer service, in working well with clients.	3.333

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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 Duncanville, TX 75116
[972.780.5006](tel:972.780.5006) P
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From: [Clawson, Skyler](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Request for Reference - Mezquite Installations
Date: Wednesday, January 12, 2022 8:18:45 AM
Attachments: [image001.png](#)

Question 1: I score Mezquite installations an excellent rating. They performed the scope on time and were able to make updated schedule needs to finish early for the client. We used them on the DPS Lufkin TX flooring remodel.

Question 2: I score Mezquite installations an excellent rating. As stated in the above answer, they were able to make the schedule change to finish the job early and was able to complete an addition that was added to the scope mid-way through the project.

Please let me know if you have any other question or concerns.

Regards,

SKYLER CLAWSON

Associate Project Manager

m. 940.577.9195 |

4050 Valley View Lane | Suite 150 | Irving, TX 75038

www.davaco.com

DAVACO

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:12 PM
To: Clawson, Skyler <Skyler.Clawson@davaco.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: [External] Request for Reference - Mezquite Installations

Hello Skyler Clawson,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Mezquite Installations has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667

Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with clients.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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From: [Eric Shumar](#)
To: [Diane Mitchell](#)
Subject: RE: 2nd Request: Request for Reference - Mezquite Installations
Date: Wednesday, January 12, 2022 4:54:58 PM

Hi Diane,

I would give the contractor a score of GOOD, 2.500 for both questions you asked below. They were a sub-contractor on a building we had with our animal shelter, so they didn't work with us exclusively but did work on our site.

Thanks,

Eric Shumar

Assistant Director of Municipal and Community Services
 City of Weatherford | Municipal & Community Services
 802 East Oak Street, Weatherford, TX 76086
 P: 817-598-4342 | C: 817-876-5221



From: Dustin Deel <ddeel@weatherfordtx.gov>
Sent: Wednesday, January 12, 2022 4:40 PM
To: Eric Shumar <eshumar@weatherfordtx.gov>; Ken Bean <kbean@weatherfordtx.gov>
Subject: FW: 2nd Request: Request for Reference - Mezquite Installations

Did you guys work with them? I recognize the name, but I don't have a relationship with them. How would you rate them?

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Wednesday, January 12, 2022 3:07 PM
To: Dustin Deel <ddeel@weatherfordtx.gov>
Subject: 2nd Request: Request for Reference - Mezquite Installations

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Hello Dustin Deel,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.
 Mezquite Installations has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with clients.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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RFB-22-0001

Demolition of Substandard Buildings

Reference

Total Points Allocated to References	25
Points allocated to each reference. Number of References	3 8.333
Total Number of Questions	2
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	4.167

Guideline

4.167	Excellent
3.333	Very Good
2.500	Good
1.667	Competent
0.833	Poor
0.00	Non-Compliant

Bidder: Garrett

	1	2	3
Contract Number & Name	Environ. Mgmt. & Code Compliance	Devel. Rehab & Code Compliance	
Completion Date/ Contract Period			
Owner	City of Ft. Worth	City of Grand Prairie	Tarrant Regional Water District
Contact Name	Roger Grantham	Steve Collins Victor A. Hernandez	Jenna Brummett
Email	roger_grantham@fortworthtexas.gov	scollins@gptx.org vhernand@gptx.org	jenna.brummett@trwd.com
Office Phone	(817) 392-8592	(972) 237-8163	(817) 335-2491
Cell Phone			
Email - Attempt 1		Reference did not	
Phone - Attempt 2		respond	
Phone - Attempt 3			
Question description:			
1 Timeliness of performance of service.	4.167 3.33	0.000	4.167
2 Commitment to customer service, in working well with clients.	4.167 3.33	0.000	4.167
Reference Total:	6.66	0.00	8.33

0.00 14.99

From: [Grantham, Roger](#)
To: [Diane Mitchell](#)
Subject: Re: Request for Reference - Garrett Construction
Date: Wednesday, January 12, 2022 8:45:00 AM

I would grade Garrett at the 3.33 level for booth questions below.

Roger Grantham
Environmental Supervisor

City of Fort Worth
Code Compliance Department
Environmental Quality Division
Land Quality Section
200 Texas
Fort Worth, Texas 76102

817-392-8592 -Office
817-392-6359 - Fax
817-713-1703 - Mobile

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 4:55 PM
To: Grantham, Roger <Roger.Grantham@fortworthtexas.gov>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Reference - Garrett Construction

CAUTION: This email originated from outside of the City of Fort Worth email system. Do not click any links or open attachments unless you recognize the sender and know the content is safe.

Hello Roger Grantham,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Construction has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833

Neutral	0.00
---------	------

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with clients.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



203 E. Wheatland Road
 Duncanville, TX 75116
 972.780.5006 P
www.duncanville.com



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From: [Diane Mitchell](#)
To: scollins@gptx.org
Cc: [Omotayo Sokale](#)
Subject: Request for Reference - Garrett Demolition
Date: Tuesday, January 11, 2022 5:06:00 PM

Hello Steve Collins,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Demolition has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with clients.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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Duncanville, TX 75116

972.780.5006 P

www.duncanville.com



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From: [Diane Mitchell](#)
To: scollins@gptx.org
Subject: Request for Reference - Garrett Demolition
Date: Wednesday, January 12, 2022 11:48:00 AM

Hello Steve Collins,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Demolition has submitted a bid and provided your name for a reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with clients.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
 Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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From: [Jenna Brummett](#)
To: [Diane Mitchell](#)
Cc: [Omotayo Sokale](#)
Subject: RE: Request for Reference - Garrett Demolition
Date: Wednesday, January 12, 2022 9:54:26 AM

Hello Diane,

I received two emails, so I will respond to both. Score is excellent on both questions below. Garrett is one of the best contractors we work with and they are very knowledgeable and diligent. Best of luck with your project and let me know if you need anything else from me.

[Jenna Brummett](#)
[Tarrant Regional Water District](#)

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Tuesday, January 11, 2022 5:00 PM
To: Jenna Brummett <Jenna.Brummett@trwd.com>
Cc: Omotayo Sokale <omotayo.sokale@duncanville.com>
Subject: Request for Reference - Garrett Demolition

Hello Jenna Brummett,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Garrett Demolition has submitted a bid and provided your name for a reference check/past performance check.

Please use the table below to evaluate this vendor on the questions below it:

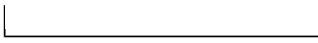
Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	4.167
Commitment to customer service, in working well with clients.	4.167

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com


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Duncanville, TX 75116
[972.780.5006](tel:972.780.5006) P
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RFB-22-0001

Demolition of Substandard Buildings

Reference

Total Points Allocated to References	25
Points allocated to each reference. Number of References	3 8.333
Total Number of Questions	2
Points allocated to each Question (Total number of Questions / Points allocated to each Reference)	4.167

Guideline

4.167	Excellent
3.333	Very Good
2.500	Good
1.667	Competent
0.833	Poor
0.00	Non-Compliant

Bidder: Texas Standard Coonstruction

				1	2	3		
Contract Number & Name				Wintergreen Rd. MCIP47302		Condemed Resident Demolition		
Completion Date/ Contract Period								
Owner				Dallas County	A. Hamilton Service	City of Lancaster		
Contact Name				Teddy Andargie	Allen Hamilton	Purchasing		
Email				tewodros.andargie@dallascounty.org	ahamco@aol.com	cwomble@lancaster-Tx.com		
Office Phone				214-653-6435	214-808-0838	972-218-1329		
Cell Phone								
Email - Attempt 1								
Phone - Attempt 2								
Phone - Attempt 3								
Question description:								
1	Timeliness of performance of service.		4.167	3.333	4.167	0.00		
2	Commitment to customer service, in working well with clients.		4.167	2.500	3.333	0.00		
Reference Total:				5.83	7.50	0.00	0.00	13.33

From: [Tewodros Andargie](#)
To: [Diane Mitchell](#)
Subject: RE: [External Sender]2nd: Request for Reference - Texas Standard Construction
Date: Wednesday, January 12, 2022 3:48:25 PM

Hello Diane,
Please see below.

Thanks,

Tewodros (Teddy) Andargie, PE, CFM

Senior Project Manager
Dallas County Public Works
500 Elm Street, Suite 5300
Dallas, Texas 75202
☎ 214-653-6435 | 📠 214-653-6445 | Email: Tewodros.Andargie@dallascounty.org

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Wednesday, January 12, 2022 3:09 PM
To: Tewodros Andargie <Tewodros.Andargie@dallascounty.org>
Subject: [External Sender]2nd: Request for Reference - Texas Standard Construction

Hello Teddy Andargie,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.
Texas Standard Construction has submitted a bid and provided your name for a reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	3.333
Commitment to customer service, in working well with client.	2.5

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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to lead the movement toward building a more resilient world. To find out more, visit our website.

From: [Email Team](#)
To: [Diane Mitchell](#)
Subject: Re: Request for Reference - Texas Standard Construction
Date: Wednesday, January 12, 2022 3:31:25 PM

Hello Diane Mitchell,

Please see table below.

Thank you,
 Allen Hamilton

-----Original Message-----

From: Diane Mitchell <diane.mitchell@duncanville.com>
 To: ahamco@aol.com <ahamco@aol.com>
 Sent: Wed, Jan 12, 2022 3:10 pm
 Subject: Request for Reference - Texas Standard Construction

Hello Allen Hamilton,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Texas Standard Construction has submitted a bid and provided your name for a reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	4.167
Commitment to customer service, in working well with client.	3.333

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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From: [Womble, Cheryl](#)
To: [Diane Mitchell](#)
Subject: RE: #External - 2nd: Request for Reference - Texas Standard Construction
Date: Wednesday, January 12, 2022 3:50:22 PM

Ms. Mitchell,

Unfortunately, we are unable to rate the vendor at this time. In researching the vendor in our database, it appears the last time the City of Lancaster received an invoice from Texas Standard Construction was in 2007. With staff changes over the years, there is no one to accurately provide the information requested below.

Respectfully,

Cheryl

From: Diane Mitchell <diane.mitchell@duncanville.com>
Sent: Wednesday, January 12, 2022 3:11 PM
To: Womble, Cheryl <cwomble@lanaster-tx.com>
Subject: #External - 2nd: Request for Reference - Texas Standard Construction

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Hello Ms. Womble,

The City of Duncanville recently solicited a bid number 2022-0001 Demolition of Substandard Building.

Texas Standard Construction has submitted a bid and provided your name for a reference check.

Please use the table below to evaluate this vendor on the questions below it:

Rating:	Score:
Excellent	4.167
Very Good	3.333
Good	2.500
Marginal	1.667
Poor	0.833
Neutral	0.00

Question:	Score:
Timeliness of performance of service.	
Commitment to customer service, in working well with client.	

We thank you for your response and look forward to receiving it by end of day, Wednesday, January 12, 2022.

Sincerely,

Diane Mitchell, RTSBA
Buyer/ Purchasing Agent
Diane.mitchell@duncanville.com



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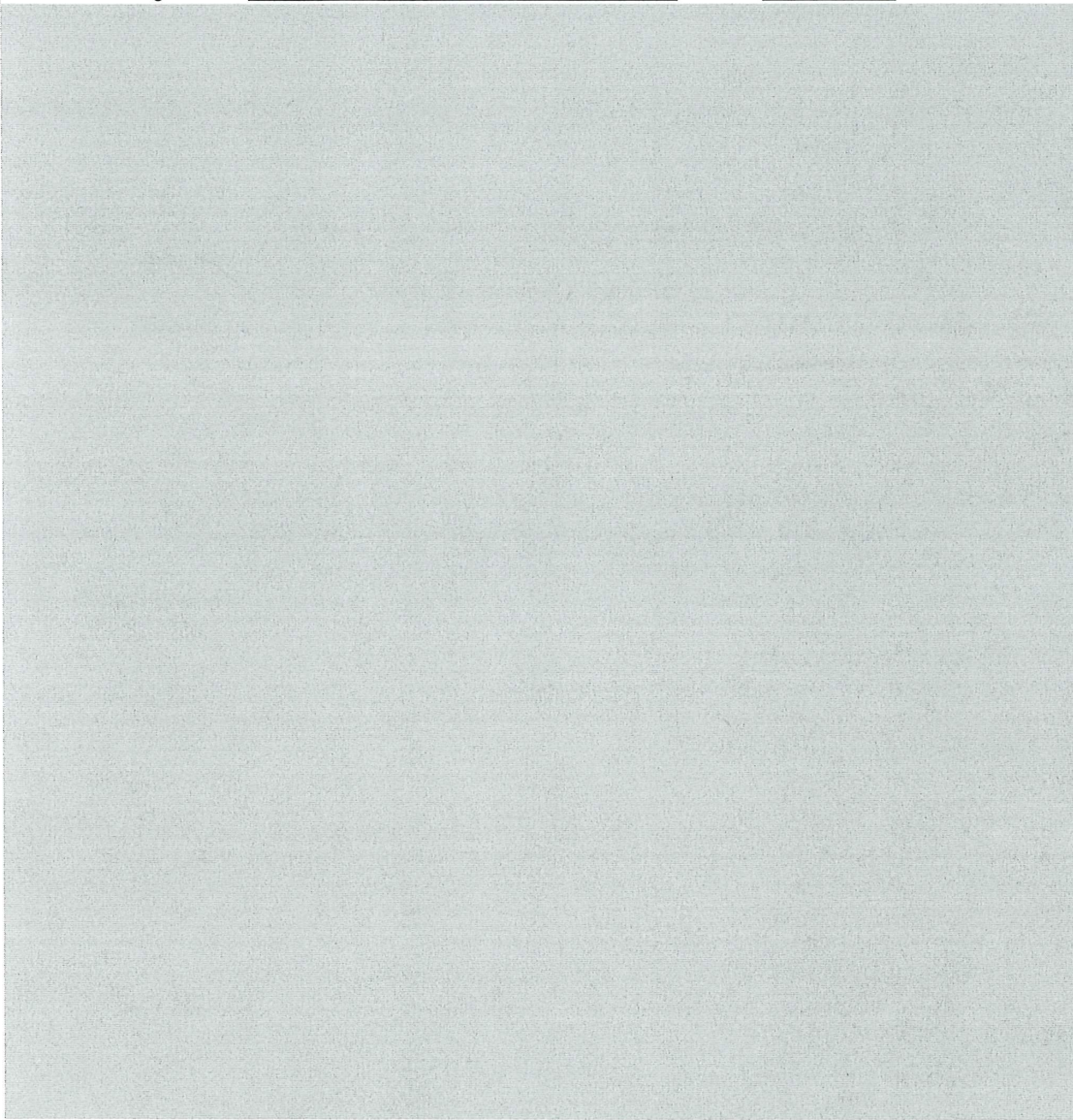
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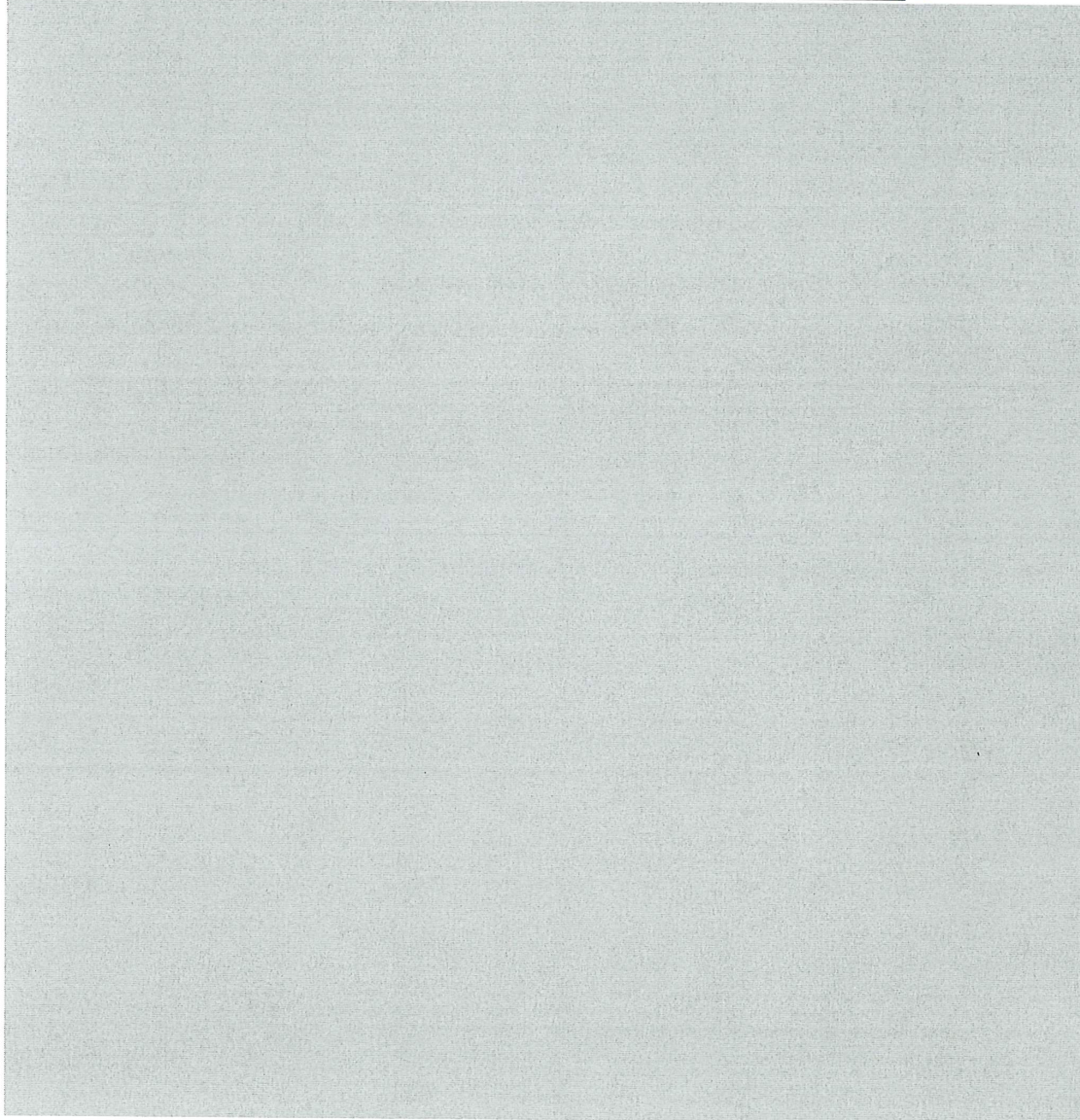
RFB-22-0001 Demolition of Substandard Buildings			
Evaluator:			
Vendor	Safety Maximum Point	Evaluator's Score	Comment
Texas Standard Construction	20	0	NO DOC'S
Garrett Demolition, Inc.	20	20	20+ YEARS NO CLAIMS
Mezquite Installations	20	20	DOC'S, 5 YRS NO CLAIMS

Evaluator's Signature: *Kenneth* Date: 1-31-2022



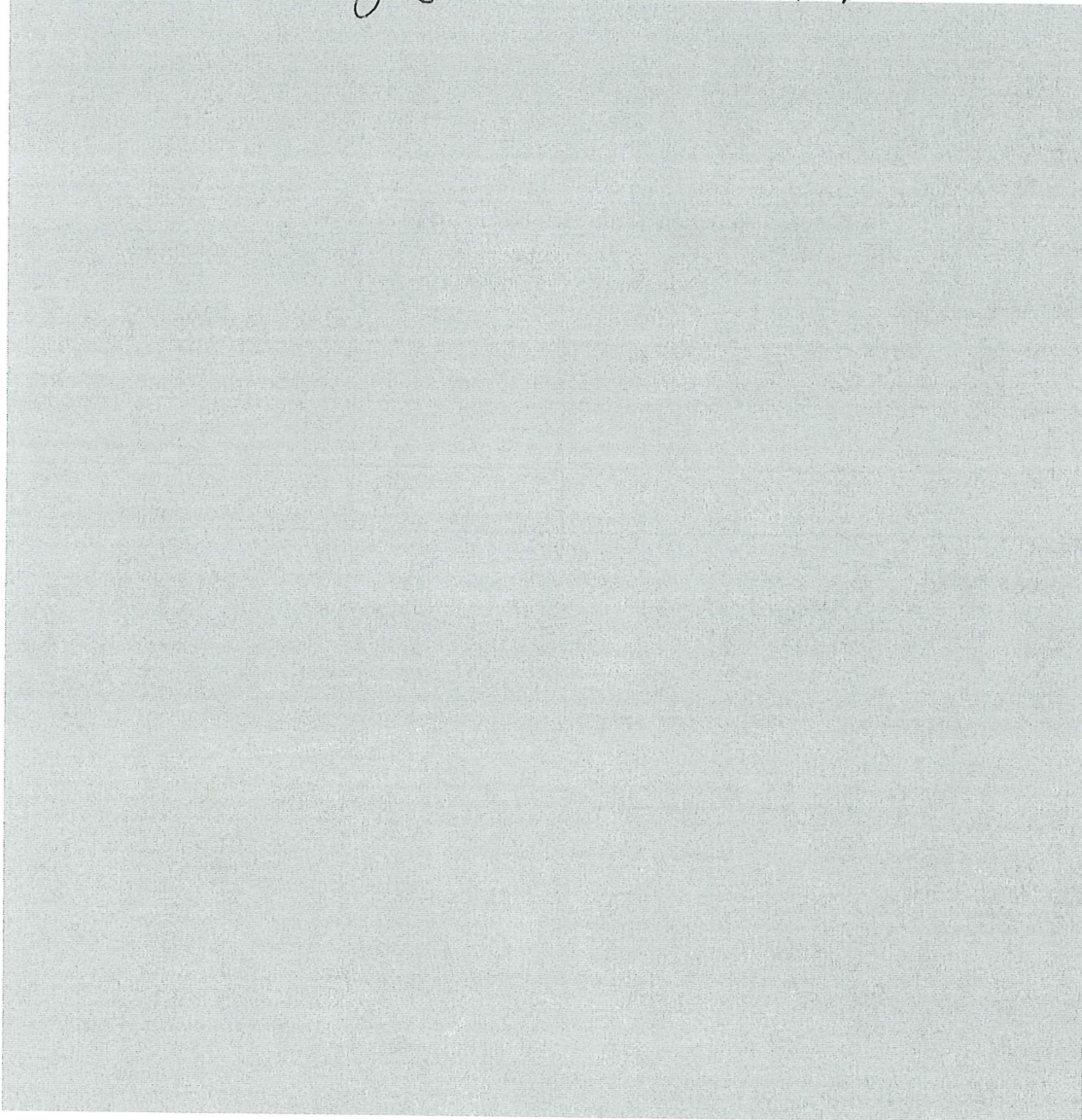
RFB-22-0001 Demolition of Substandard Buildings			
Evaluator:			
Vendor	Safety Maximum Point	Evaluator's Score	Comment
Texas Standard Construction	20	NA	no documents
Garrett Demolition, Inc. ☒	20	20	
Mezquite Installations ☒	20	20	

Evaluator's Signature: AT Garcia Date: 1-31-22



RFB-22-0001 Demolition of Substandard Buildings			
Evaluator:			
Vendor	Safety Maximum Point	Evaluator's Score	Comment
Texas Standard Construction	20	0	NOT Submitted
Garrett Demolition, Inc.	20	20	Works Comp Ex. Policy
Mezquite Installations	20	20	TRAVELERS INSURANCE

Evaluator's Signature: Rugsh Date: 1/31/22



RESOLUTION NO. 2022-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS AUTHORIZING THE BID NO. RFB-22-0001 DEMOLITION OF SUBSTANDARD BUILDINGS FOR REAL PROPERTY WITHIN THE CITY OF DUNCANVILLE TO GARRETT DEMOLITION, INC. IN ACCORDANCE WITH THE PROPOSED PRICING BID TABULATION ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A,' IN AN AMOUNT NOT TO EXCEED \$77,167.16; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville wishes to award a Master Agreement with one (1) contractor to assist the City in demolishing residential and commercial structures that have been determined to be substandard by the City and ordered demolished by the Municipal Judge or the City's Building Standards Commission; and

WHEREAS, The purpose of the request for bid for best value is to select a long-term demolition contractor (Original Contract period plus (4) on-year annual renewal option periods) that can perform demolition of substandard residential and non-residential structures; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville does hereby approve an award of bid to Garrett Demolition, Inc., for Demolition of substandard buildings for real within the City of Duncanville, in accordance with the proposed pricing bid tabulation, attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$77,167.16.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchaser orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

BID NO. RFB-22-0001
DEMOLITION OF SUBSTANDARD BUILDINGS



Prepared for:

Purchasing Department

City of Duncanville

230 E. Wheatland Road

Duncanville, Texas 75116

Prepared by:

Garrett Demolition, Inc

Mr. Bradley Garrett

PO Box 633

Burleson, TX 76097

Bid Date: January 5, 2022

Bid Time: 2:00 PM

Page 3 of 96



**CITY OF DUNCANVILLE
PURCHASING DIVISION
INVITATION TO BID**

**NO. RFB-22-0001 - DEMOLITION OF SUBSTANDARD
BUILDINGS BID CLOSING DATE: JANUARY 5, 2022**

For further information contact:
Omotayo Sokale, Purchasing Manager
omotayo.sokale@duncanville.com

INSTRUCTIONS TO BIDDERS:

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Completed Bids including (one (1) executed original, one (1) USB and two (2) copies) must be received in the Purchasing Office by 2:00 PM. (CST), January 5, 2022.**

Bids received by the deadline will then be publicly opened and read aloud at 2:30 P.M. (CST) in the Council Briefing Room in City Hall, East Wing. Bids must be in a sealed envelope, addressed to the Purchasing Manager, City of Duncanville, and have the bid number, closing date, and company name clearly marked on the outside envelope.

**YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME
STAMPED PRIOR TO THE 2:00 PM (CST) DEADLINE IN ORDER TO BE
CONSIDERED.**

Bids shall be delivered to the following address:

**Purchasing Department
City of Duncanville
230 E. Wheatland Road
Duncanville, Texas 75116**

Write on the Envelope:

BID NO. RFB-22-0001
DEMOLITION OF SUBSTANDARD BUILDINGS
(Bid Number and Title)

Bids delivered by any acceptable method (hand/courier) are to be marked on the outside of the envelope **"BID NO. RFB-22-0001 Demolition of Substandard Buildings" AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 2:00 P.M. (CST) DEADLINE IN ORDER TO BE CONSIDERED.**

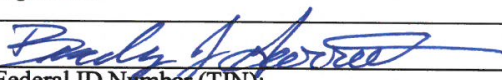
Late bids will be returned; they will not be opened nor considered in the evaluation of the bid(s).

Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the Price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date.

By Signing below, I have read and agreed with the attached Terms and Conditions, Instructions to Bidders and the Invitations to Bid requirements.

Failure to complete the requested information below may result in rejection of your bid.

Principal Place of Business: (Defined as at least having a permanent, active business office and employee(s) located in Texas).

Company Name and Address:
Garrett Demolition, Inc
Company's Authorized Agent Name and Title:
Bradley J Garrett / President
Signature:

Federal ID Number (TIN):
27-0827181
Telephone Number/Fax Number/ Email address:
817.426.0082 / 817.426.2307 / brad@garrettdemo.com please cc: melinda@garrettdemo.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? (See section 12) Yes ☒ No ☐

Omotayo Sokale, CPPO, CPCM
Purchasing Manager

ADDENDUM RECEIPT ACKNOWLEDGMENT

Offeror acknowledges receipt of the following Addendum:

Addendum #1: Dated: 12/28/2021 Received: _____

Addendum #2: Dated: 12/29/2021 Received: _____

Addendum #3: Dated: _____ Received: _____

Addendum #4: Dated: _____ Received: _____

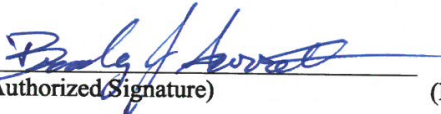
SIGNATURE

The undersigned:

- Declares that the only person or parties interested in this bid as principals are those named herein, and that this bid is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this bid, mailed or otherwise, furnished within one hundred and twenty (120) days after date of opening of proposals, will, within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.
- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned, will comply with the Immigration Reform & Control Act of 1986.
- Declares that the company verifies that it (1) does not boycott Israel; and (2) that it will not boycott Israel during the term of the contract, in compliance with Chapter 2270 of the Texas Government Code.
- Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor/Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor/Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.
- Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government

Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 809.

- Declares that the company does not have contracts or provide supplies or services to any foreign terrorist organization as made known on a list provided by the Comptroller of the State of Texas.
- Shall be able to perform the services or provide the goods as specified in this solicitation. The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each.
- If the offeror desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.


January 5, 2022
 (Authorized Signature) (Date)

City of Duncanville
Procurement Services
203 E. Wheatland Road
Duncanville, TX 75116



Bid #: RFB 22-0001 – Demolition of Substandard Buildings

Addendum: #1

S/N	Question:	Answer:
1.	CORRECTION: Page 2 of the RFB notes Section 11 regarding Cooperative Purchasing but should reference Section 12 .	See attached corrected page 2 (R)
2.	CORRECTION: Page 5 of the RFB should read contact Purchasing@duncanville.com regarding any changes or edits to your vendor profile.	See attached corrected page 5 (R)
3.	Are you going to post the pre-bid attendance sheet?	The attendance sheet is attached herewith.
4.	Is there a site survey for either of these properties?	This RFB is for an as needed demolition contract and provided are samples to obtain unit prices. There is no site survey.

Signature:
(Acknowledgement)

January 5, 2022

Date:

City of Duncanville
Procurement Services
203 E. Wheatland Road
Duncanville, TX 75116



Bid #: RFB 22-0001 – Demolition of Substandard Buildings

Addendum: #2

S/N	Question:	Answer:
1.	Correction on pages 15 and 21 of the RFB: Two addresses are EXAMPLES to assist the City with determining the best value. These addresses have been removed.	See attached corrected pages 15 (R) & 21 (R)


Signature:
(Acknowledgement)

January 5, 2022

Date:



HOW TO REGISTER WITH THE CITY OF DUNCANVILLE

The City of Duncanville has a two-step process for vendor registration. Vendors are required to register with:

- 1) [City of Duncanville New Vendor Package](#)
- 2) Vendor Registration - Public Purchase

There are no costs or fees associated with participating in the City of Duncanville's web-based bidding service.

For any changes/edits to your vendor profile please email the vendor registration administrator at Purchasing@duncanville.com

The City of Duncanville prefers to make vendor payments by direct deposit to vendors' checking/savings accounts. The direct deposit process is called Automated Clearing House Transfer (ACH).

- Visit www.duncanville.com
- At the top of the page, select Departments. Scroll to Purchasing and select.
- Under Documents, select City of Duncanville New Vendor Package Rev. 11-22-2021 and complete the packet and return to omotayo.sokale@duncanville.com
- Then, select Vendor Registration (in the burgundy box). Follow the instructions provided.

Plans and Specifications, Contract Documents, and Bid forms are available online at <https://www.publicpurchase.com/gems/duncanville,tx/buyer/public/publicInfo> free of charge. Contractors will be required to register with Public Purchase. Allow up to 24 hours for new Public Purchase accounts to become active.

PART 1 INSTRUCTIONS TO BIDDERS

1. SOLICITATION

1.1 Review of Documents: Bidders are expected to examine all documents that make up this Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use the provided bid forms to submit bid.

1.2 Location of Documents: Solicitation is issued by the Purchasing Division. The location and email address of the Purchasing Division are specified in the advertisement and in the solicitation.

2. EXPLANATIONS OR CLARIFICATIONS

2.1 Any explanation of, clarification or interpretation desired by a Bidder regarding any part of this solicitation document must be requested in writing to the Purchasing Manager before **December 22, 2021**. Interpretations, corrections, or changes to the solicitation documents made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

2.2 Request for explanations or clarifications shall be emailed, stating the bid number and title as the subject of the email, to the City's Purchasing Manager at omotayo.sokale@duncanville.com. Any material information given to one Bidder concerning this solicitation will be furnished by an Addendum and made public on the City's Purchasing Department's web site located at <https://www.duncanville.com/departments/purchasing/>.

2.3 Unauthorized Communications: Contact regarding this Request for Bid (RFB) with employees or officials of the City other than the Purchasing Manager and/or Purchasing staff, is prohibited and may result in disqualifications from this procurement process. No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City Staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City Staff, or City's consultants regarding any matter pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Oral communications are considered unofficial and non-binding regarding this RFB.

3. Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Bids	December 8, 2021
Non-Mandatory Pre-Bid Conference <i>(This meeting is not mandatory, but information discussed will be very helpful in preparation of the bid).</i>	Thursday, December 16, 2021 @ 10:00-11:00 AM CST Please join this meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/766695765 You can also dial in using your phone. +1 (872) 240-3311 Access Code: 766-695-765
Last Day for Offerors to Submit Written Questions	December 22, 2021
Answers Provided	December 29, 2021
Bid Due Date	January 5, 2022 at 2:00 p.m.
Bid Opening	January 5, 2022 at 2:30 p.m.
Evaluations	January, 2022
Contract Award Date	February, 2022

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this BID will only be issued and posted on the City's website at: www.PublicPurchase.com.

4. PREPARATION OF BIDS

Each Bidder must furnish all information required by a solicitation on the documents provided. Any attempt to alter the wording in the solicitation will be deemed invalid and will result in rejection of the Bid.

4.1 Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstance shall the City be liable to pay taxes for which the City has an exemption under any contract.

4.2 Brand Name or Equal: If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate

those features that render it equal. Final determination of a product as “equal” remains with the City. Any manufacturer names, trade names, brand names, or catalog numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality and design required. They are in no way intended to prohibit the bidding of other manufacturers' items of equal material and quality or meant to exclude any other make and model from being considered. Vendors who wish to bid a functionally equivalent item(s) which meets or exceeds the specifications must furnish with the bid descriptive literature containing sufficient information to determine product compliance.

4.3. Delivery Time: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If an indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

4.4. Free on Board (FOB) Point: Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote the lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and their tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.

4.5. Prices:

- i. Bids prices shall be firm offers unless otherwise specified
- ii. Pricing shall be entered on the Bid Sheet in ink or printed.
- iii. Totals shall be entered in the “Total Price” column of the Bid Sheet
- iv. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- v. Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

4.6. Signatures: The Bidder must sign each document in the solicitation requiring a signature. Any change(s) made to the Bid must be initialed by the Bidder.

4.7 Bid Security: If a bid security is required for this purchase, the requirement will be reflected in the “Specifications” section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice of Bidders must be submitted at the time the bid is submitted and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after contract has been awarded.

To be an acceptable surety on the bond:

- The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
- The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the State of Texas

4.8. Alternate Bids: Bidders may offer and “equal” product an alternate bid. Final” approved equal” determination remains with the City.

4.9 Proprietary Information:

- i. All material submitted to the City becomes public property and is subject to the Texas Open Records act upon receipt.
- ii. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- iii. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10. Bid Preparation Costs: All costs associated with preparing a Bid response to a Solicitation shall be borne by the Bidder.

4.11. Payments: All payments terms shall be: Net 30 Days” unless otherwise specified in the bid document. Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City’s website.

5. SUBMISSIONS OF BIDS

5.1 Copies: Unless otherwise specified, Bidders are required to submit an executed original, two (2) copies of the Bid and a removable USB jump drive containing the bid submitted.

5.2 Documents required with Bid: The following documents must be submitted with each Bid on or before the Due Date and Time:

- i. The signed BID SOLICITATION FORM (RFB 22-0001)

5.3 The complete vendor forms and any other document included in the Solicitation requiring completion or execution by the Bidder.

5.4 Addenda: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid, if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder’s name, address, the Solicitation number, and the Due Date and time.

5.5 Late Bids: Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned

to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Services or any other Courier agencies.

6. MODIFICATION OR WITHDRAWAL OF BIDS

6.1 Modification of Bids: Bids may be modified in writing at any time prior to the Due Date.

6.2 Withdrawal of Bids: Bids may be withdrawn in writing at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7. EVALUATION FACTORS AND AWARD

7.1 Evaluation: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

7.2 Award: The City will award contracts to the bidder whose offer represents the "best value" to the City, price and other factors considered. The specific award strategy and evaluation factors will be stated in the specifications included in this solicitation.

i. The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):

1. Purchase Price
2. Reputation of the bidder and of the bidder's goods or services
3. Quality of the bidder's goods or services
4. Extent to which the goods or services meet the City's needs
5. Bidder's past relationship with the City
6. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
7. Total long-term cost to the City to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

7.3 Long Term Cost: Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

7.4 Local Preference: The City Council, when considering competitive sealed bids, may enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Duncanville and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality. Bidders interested in applying for local preference consideration shall complete the attachment titled "CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS" and return it with their bid.

8. **ACCEPTANCE OF BID:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

9. **RESERVATIONS**

The City expressly reserves the right to:

- i. Specify approximate quantities in the Solicitation
- ii. Extend the Solicitation opening date and time
- iii. Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
- iv. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services
- v. Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder)
- vi. Add additional terms or modify existing terms in the Solicitation
- vii. Reject a bid because of unbalanced unit prices bid
- viii. Reject or cancel any or all Bids
- ix. Reissue a Solicitation
- x. Procure any item by other means; and/or
- xi. Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

10. POST-BID DOCUMENTS REQUIRED FROM BIDDERS

10.1 Certificates of Insurance: When insurance is required, the successful Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendars days after notification of award, or as otherwise required by the solicitations.

10.2 Payment and/or Performance Bonds: When Payment and/or Performance Bonds are required, the successful Bidder must provide the bonds, in the amounts on the conditions required, within 10 calendar days after notifications of award, or otherwise required by the Solicitation.

10.3 Certificate of Interested Parties Form 1295: The successful bidder is required to complete online and follow the instructions for signing the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing Office before the purchase/contract will be presented to the City Council. The Form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

11. PROTEST PROCEDURE

11.1 Contractors who respond to the Request for Bid have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.

11.2 The Contractor must submit any protest in writing to the Purchasing Manager within 14 days after the Contractor knows, or should have known, of the facts relating to the proposed action or award.

11.3 The Purchasing Manager, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings with the protesting Contractor.

11.4 After discussions or meetings, the Purchasing Manager or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting Contractor of the right to review by a panel made up of City staff.

11.5 A City protest review panel will consist of a City Attorney, a representative of the operating department, the Purchasing Manager and any other appropriate personnel or employees of the operating department.

11.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the Contractor does not agree, the protesting Contractor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and

make known his/her concerns. The protesting Contractor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the Management Report Communication document in question.

12. COOPERATIVE PURCHASING

12.1 Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specifications, and pricing would apply.

12.2 If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply:

- i. Governmental entities within utilizing Contracts with the City of Duncanville shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation.
- ii. All purchases by governmental entities other than the City of Duncanville shall be billed directly to that governmental entity and paid by that governmental entity.
- iii. The City of Duncanville shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

(SPACE INTENTIONALLY LEFT BLANK)

PART II

SCOPE OF SERVICES/ SPECIFICATIONS

Part 1: GENERAL INFORMATION

A. Introduction. The City of Duncanville (City) wishes to award a Master Agreement with one (1) contractor to assist the City in demolishing residential and commercial structures that have been determined to be substandard by the City's Public Works Director and ordered demolished by the Municipal Judge or the City's Building Standards Commission.

B. Purpose. The purpose of this Request for bid for Best Value is to select a long-term demolition contractor (Original Contract period plus four (4) one-year annual renewal option periods) that can perform demolition of substandard residential and non-residential structures.

For the purposes of bid comparison, the City will provide two sample substandard buildings, one residential and one non-residential property. Both properties were in the City's Substandard Building process and may be demolished under this contract. Subsequent demolition projects will follow as necessary over the term of the contract. The City makes no guarantee or representation with regards to the amount of work or number of structures to be awarded for demolition under this Statement of Work.

On a periodic basis, as there are substandard structures to be demolished by the City because the Owner failed to act upon the order of the Municipal Judge, each contractor will be provided Work Authorizations against the Master Agreement with the addresses of one or more structures to be demolished. The addresses and structures designated for demolition will be priced using the unit pricing provided in the original bid, or escalated pricing in the renewal years.

C. Scope.

1. Demolish substandard residential building.
2. Demolish substandard non-residential building.
3. Demolish asphalt pavement.
4. Demolish concrete pavement.
5. Remove site utilities and cap at City Right-of-way.
6. Restore site to green field condition.

D. Applicable Documents. N/A.

Part 2: WORK REQUIREMENTS

A. Technical Requirements.

1. Demolish buildings and pavement.

1.1. The Contractor will demolish all above-ground structures, pavement, and appurtenances.

1.2. In the event structural piers are identified, the Contractor will remove any structural piers to 2' below grade.

1.3. The Contractor is responsible for removing and disposing of all materials at a certified landfill or other approved location. In the event the Contractor elects to use roll-off dumpsters to remove the materials, they are required to contract with the City's solid waste collection Contractor for dumpsters.

1.4. The Contractor is responsible for providing and implementing a Stormwater Pollution Prevention Plan (SWPP) to include silt fence and other erosion control measures in compliance with local, State, and Federal requirements.

1.5. The Contractor is responsible for obtaining a demolition permit from the City (no cost) before commencing work.

1.6. The Contractor will erect a construction fence and maintain the fence during entire duration of the demolition project.

1.7. The Contractor shall always keep the site free of uncontained debris.

2. Remove site utilities and cap at City Right-of-way.

2.1. The Contractor will remove all underground utility services (communications, natural gas, water, sewer, and electricity) and cap at the point of service termination.

2.2. The Contractor is responsible for coordinating with utility service providers as necessary to perform this work.

3. Restore site to green field condition.

3.1. The Contractor will provide clean fill soil as necessary to restore the site to original grade as defined by the elevation of the pavement before demolition began. The Contractor will ensure soil is compacted in lifts to minimize settling. The Contractor will also back-blade the property to maintain existing drainage profile.

3.2. The Contractor will mulch and seed the site following complete demolition with hydro-mulch.

3.3. The Contractor will irrigate the property for 30 days after hydro-mulching to encourage grass growth.

B. Deliverables.

1. Project Schedule. Project schedules are not required unless the Contractor anticipates the project period of performance will exceed 30 days and the Contractor desires progress payments. In the event the Contractor desires progress payments, the Contractor is required to provide a detailed project schedule outlining major milestones to assist the City with evaluating progress and value of the progress payment.

2. Meeting Minutes. In the event the City and the Contractor have a meeting, the Contractor will prepare minutes during any meeting conducted with the City and submit them to the City Project Team within two business days following the meeting for review and acceptance.

Part 3: SUPPORTING INFORMATION

A. Place of Performance. Sample projects are located at 1410 Crosspointe Road (Residential) and 1144 N. Duncanville Road (Non-Residential). Additional locations will vary; however, all will be within the City of Duncanville City Limits.

B. Period of Performance. At typical period of performance for a project is 30 calendar days. Period of performance for subsequent projects will vary based on size and complexity of each project.

C. General Requirements.

1. Legal, Regulatory and Permit Requirements.

1.1. The Contractor will ensure this project meets legal and regulatory parameters, constraints, codes and applicable requirements set forth by all governing agencies, including, but not limited to, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), Army Corps of Engineers (ACOE), State of Texas, Texas Highway Department of Transportation (TXDOT), Texas Commission on Environmental Quality (TCEQ), City of Duncanville, and Dallas County.

1.2. The Contractor will identify and provide documentation for any permits that may be required by any Public Agency that may require a permit, license, or other such documents. Supply necessary reports, studies, and drawings to the agencies or entities as required. Any required permits, rights of entry, or approvals shall be obtained prior to Notice to Proceed (NTP). Permit fees will be paid by the City of Duncanville.

2. Lead and Asbestos Abatement. The City will provide the Contractor with lead and asbestos inspection results as necessary to perform the work. The inspections will be performed at the City's expense. If the building has lead and/or asbestos, the Contractor is responsible for removing the materials as part of this contract.

3. Meetings. The Contractor may be required to attend meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews. The Contractor will brief Public Works Administration and City Executives, as required. In the event the City and the Contractor have a meeting, the Contractor will prepare

minutes during any meeting conducted with the City and submit them to the City Project Team within two business days following the meeting for review and acceptance.

4. Coordination. The execution of the proposed project shall be coordinated with the City Staff and other pertinent personnel as necessary. Coordination shall include, but not be limited to, making allowances for other construction and maintenance activities within the City's water distribution and wastewater collection system, ongoing and proposed plans as identified by the Public Works or other Departments including private development, and other construction or planning activities that may come up from time to time.

5. Rights of Way. The Contractor will constrain all demolition and restoration work to the limits of demolition (property line) and City Rights of Way.

6. Road Closures. In the event a full or partial road closure is required, the Contractor must request the closure at least 72 hours in advance. Contractor is required to provide a Traffic Control Plan for review/approval by the City prior to execution. The City reserves the right to approve/disapprove the days and/or times requested by the Contractor based on traffic considerations, safety, emergency response, or other factors.

7. Pricing. The unit pricing provided for the two sample projects will be used as the basis for follow-on demolition projects. As this is potentially a multi-year contract, the Contract may request an annual increase to their pricing upon execution of a contract option. The amount of increase is equal to the DFW Consumer Price Index for All Urban Consumers (CPI-U) "Services less energy services" available at time of contract renewal – NOT TO EXCEED 5% INCREASE per renewal and 20% over the life of the contract.

8. The City Points of Contact for this project are:

8.1. Primary Project Manager: Randy Goucher, Building Official,
972-780-5042, rgoucher@duncanville.com

8.2. Alternate Project Manager: Kevin Patton, Building Inspector,
972-780-4940, kpatton@duncanville.com

Part 4: METHOD OF AWARD

A. Award. City intends to award this purchase to the proposer whose proposal represents the "best value" to the City, considering best responsive and Responsible bidder meeting or exceeding specifications and past performance, reputation, and financial capability is deemed acceptable, and pricing offered is the most advantageous to the City based on the evaluation factors.

B. Evaluation Process. The City will award the contract to the bidder that submits a bid which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

The award shall be based upon the evaluation criteria and process delineated herein.

1. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.
2. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the "best value" to the City.
3. Bidder must complete the Best Value Evaluation Questionnaire and submit with Offer.

C. Criteria.

1. Cost *(low bid ÷ high bid x cost percentage or points = cost score)* **35 Points**

As part of the requirement to establish the responsibility of the offer, the City of Duncanville may determine the reasonableness of the price(s) at which the services are offered. Prices which are significantly lower than the mean of all offers, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected.

2. References **25 Points**

Bidder shall identify comparable projects for the last five (5) years, including any local Government Services excluding the City of Duncanville departments and employees. The bidder shall provide only three (3) references for which they have provided continuous similar services for not less than five (5) years in performing demolition projects. The agency shall provide the names and telephone numbers of the contract administrators for whom the work was performed. If you do not have three local Government contracts, then list Federal, State, or commercial contracts to complete this information.

3. Past Performance **20 Points**

Bidder shall identify three (3) previous contracts or purchases with the City of Duncanville and/or any other Governmental entities or private sector firms in the past five (5) years.

4. Safety **20 Points**

Bidder shall provide history of workers' compensation claims (or lack thereof) over the last five (5) years. Four (4) points shall be awarded for each year a proof of no claim is provided.

D. Best Value Evaluation Criteria Details.

1. Cost

Formula for determining the cost score is divide the low bid by each higher bid multiplied by the cost criteria percentage or points which equals the corresponding percentage or points of each vendor's cost score.

2. Reputation & Quality of the Bidder's Services

The Bidder is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the bidder for replacement references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the Bidder is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided below. If the reference does not respond after two attempts via telephone the bidder shall receive zero points for said reference.

The Bidder shall provide three (3) references of projects comparable in size and complexity to the requirements delineated within this solicitation. The Bidder shall exclude City of Duncanville, TX departments and/or employees from the reference list. If the Bidder does not have references for three comparable projects with local governmental entities the Bidder shall list comparable contracts with Federal, State, or private sector or commercial contracts, in that order.

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 25 total points ÷ 3 = 8.33 points per reference).

1. List references (please include name and telephone number)

REFERENCE'S NAME & ADDRESS	CONTACT NAME & TELEPHONE NUMBER	EMAIL ADDRESS
City of Fort Worth Environmental Management & Code Compliance Division 200 Texas St., Fort Worth, TX 76102	Roger Grantham 817-392-8592 or Jason Pittman 817-392-2770	roger.grantham@fortworthtexas.gov jason.pittman@fortworthtexas.gov
City of Grand Prairie Development Rehabilitation & Code Compliance Division 206 W. Church Street, Grand Prairie, TX 75050	Victor A. Hernandez 972-237-8163 Steve Collins 972-237-8046	vhernand@gptx.org scollins@gptx.org
Tarrant Regional Water District 800 E. Northside Dr Fort Worth, TX 76102	Jenna Brummett 817-335-2491	Jenna.Brummett@trwd.com

E. Past Performance

The bidder shall provide three (3) comparable contracts completed or in progress with the City and/or any other Government entities or private sector firms for the past five years. The bidder is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the bidder for replacement references and/or contact information if said e-mail addresses or telephone numbers are not valid or connected.

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 10 total points ÷ 3 = 3.33 points per reference).

CLIENT'S NAME & ADDRESS	CONTRACT NUMBER & TITLE	POINT OF CONTACT NAME & PHONE #	EMAIL ADDRESS
City of Fort Worth Environmental Management & Code Compliance Division 200 Texas St., Fort Worth, TX 76102	ENV 21-01: DEMO; Asbestos Abatement and Demolition Annual Contract	Roger Grantham 817-392-8592 or Jason Pittman 817-392-2770	roger.grantham@fortworthtexas.gov jason.pittman@fortworthtexas.gov
City of Duncanville PO Box 380280 Duncanville, TX 75138	#18-109 Demolition Services for Chamneyville (727 S Cockrell Hill Rd)	Brienne Wilkins 972-780-5058	bwilkins@duncanville.com
Tarrant Regional Water District 800 E. Northside Dr Fort Worth, TX 76102	CSP 21-118 Building and Site Demolition: Police & Fire Training Facility – Phase 2	Jenna Brummett 817-335-2491	Jenna.Brummett@trwd.com

F. MISCELLANEOUS

For the City to receive adequate coverage on its requirements as specified in the solicitation, the City reserves the right to make multiple awards.

The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

The City reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations. Such precautions are deemed to be in the public interest inasmuch as Contractor failure or inability to furnish items within the prescribed time can create emergency situations and impose unnecessary hardship on both the City as a municipal corporation and the public at large. as specified in the solicitation, the City reserves the right to make multiple awards.

G. BIDS

Bidders shall submit the following items with their bid:

1. A completed and signed original Request for Bid (RFB) packet
2. Signed Addendum Receipt Acknowledgement
3. A completed and signed Bid Solicitation form, Attachment A
4. A completed and signed original Conflict of Interest Questionnaire, Attachment B
5. A completed Bidder's Contact Information Form, Attachment C

H. QUESTIONS

Questions, explanations or clarifications desired by a Contractor regarding any part of the bid must be requested in writing to the Purchasing Department at omotayo.sokale@duncanville.com or at www.PublicPurchase.com, by 5:00 p.m. on December 22, 2021. Interpretations, corrections or changes to the bid made in any other manner are not binding upon the City, and Contractors shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Agreement are not binding.

IN ORDER FOR THE QUESTIONS TO BE ANSWERED, ALL QUESTIONS MUST BE HAND DELIVERED OR SENT BY E-MAIL TO THE ADDRESS BELOW OR SUBMITTED IN PUBLIC PURCHASE AND MUST BE IDENTIFIED AS LISTED BELOW:

1. Hand Delivery must be submitted to the Purchasing Department.
2. Email questions to: omotayo.sokale@duncanville.com.
3. Please include the bid number, name of the bid and Purchasing Manager in the subject line.

The below information is proprietary

**PART III
ATTACHMENTS**

ATTACHMENT A

BID SOLICITATION FORM (RFB 22-0001)

Residential Property Example:

Line Item	Unit Price	Estimated Quantity	Extended Price
1. Demolish Residential Building (SF)	\$5.00	2,254	\$11,270.00
2. Demolish Concrete Pavement (SF)	\$0.68	575	\$ 391.00
3. Restore Site (SF)	\$0.95	3,224	\$ 3,063.00
4. Erect/Maintain Construction Fence (LF)	\$3.00	300	\$ 900.00
5. Erect Silt Fence (LF)	\$2.00	300	\$ 600.00
Subtotal Bid Amount			\$16,224.00

Non-Residential Property Example:

Line Item	Unit Price	Estimated Quantity	Extended Price
1. Demolish Non-residential Building (SF)	\$2.80	12,100	\$33,880.00
2. Demolish Asphalt Pavement (SF)	\$0.62	8,818	\$ 5,467.16
3. Demolish Concrete Pavement (SF)	\$0.65	2,800	\$ 1,820.00
4. Restore Site (SF)	\$0.65	25,500	\$16,575.00
5. Erect/Maintain Construction Fence (LF)	\$3.00	660	\$ 1,980.00
6. Erect Silt Fence (LF)	\$1.85	660	\$ 1,221.00
Subtotal Bid Amount			\$60,943.16

Note: SF means Square Feet and LF Linear Feet

Bid Summary:

1. Residential Property Example Subtotal:	\$16,224.00
2. Non-Residential Property Example Subtotal:	\$60,943.16
TOTAL BID:	\$77,167.16

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. <u>Garrett Demolition, Inc</u>		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

FORM ACKNOWLEDGED

**PART III
ATTACHMENT B****CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Duncanville) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the City of Duncanville Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor Name in the # 1; use N/A in each of the areas on the form. However, a signature is required in the #4 box in all cases.



**PART III
ATTACHMENT C
VENDOR CONTACT INFORMATION**

Vendor's Name: Garrett Demolition, Inc

Vendor's Local Address: PO Box 633, Burleson, TX 76097

Phone: 817-426-0082

Fax: 817-426-2307

Email: melinda@garrettdemo.com or brad@garrettdemo.com

Name of persons to contact when placing an order or billing questions:

April Collmar / Operations Manager

Name/Title

Phone: 817-426-0082

Fax: 817-426-2307

Email: april@garrettdemo.com

Authorized Vendor Contact

Brad Garrett / President

Name/Title

Phone: 817-426-0082

Fax: 817-426-2307

Email: brad@garrettdemo.com

Authorized Vendor Contact

Melinda Bee / Project Manager - Coordinator

Name/Title

Phone: 817-426-0082

Fax: 817-426-2307

Email: melinda@garrettdemo.com

Bradley J. Garrett Bradley J. Garrett January 5, 2022
Signature Printed Name Date

PLEASE SEE ATTACHED SAMPLE COI

**PART III
ATTACHMENT D
CONTRACTOR'S AND SUBCONTRACTOR'S
INSURANCE**

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under the section of Federal Conditions and by the contractor documents, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City.

A record Certificate of Insurance indicating the City of Duncanville as an additional insured and meeting all minimum coverages herein shall be provided to the City within 10 days of request.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of such a renewal prior to expiration date. The City of Duncanville shall be named as an "Additional Insured" on all the of below named insurance policies.

A. Workers' Compensation Insurance Coverage

1. Definitions.

A. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

B. Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

C. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without

limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

D. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory

requirements of Texas Labor code, Section 401.011 (44) for all its employees providing services on the project, for the duration of the project.

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other party with whom its contracts, and provide to the Contractor;
 - a) A certificate of coverage, prior to the other person beginning work on the project; and
 - b) A new certificate of coverage showing extension of coverage, prior to the end of the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
6. Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

L. Public Liability and Property Damage Insurance
(Note "Indemnity" clause hereinafter)

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents:

Public Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

M. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

N. Contractual Liability Coverage

Each policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

O. Indemnity

The Contractor shall defend, indemnify and hold harmless the City, and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non- performance of said work or services, but not including the sole negligence of any party herein indemnified.

P. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the City.

The Property Damage portion of this coverage shall include where applicable, explosion, collapse and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

LIABILITY AND WORKERS' COMPENSATION INSURANCE CERTIFICATION

If requested by the City, vendor shall provide a certificate of insurance demonstrating coverage in compliance with Attachment #1 Contractors and Subcontractors Insurance.

FORM 1295 FILING

A Form 1295 is required to be filed with the Texas Ethics Commission and a copy of it must be submitted to the City before a contract will be executed. DO NOT make your filing until you have been notified that you are being awarded a contract.

QUALIFICATIONS

A. List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.

Garrett Demolition, Inc

B. List the names of companies, firms or organizations that own any part of your organization.

None

C. Years' experience in similar projects: 17 years

D. In the past ten years, has bidder ever defaulted on a project or failed to complete any work contracted for? No (If yes, provide details on a separate sheet).

E. In the past ten years, has bidder ever been terminated from a project it had contracted for? No (If yes, provide details on a separate sheet).

F. Is the bidder currently in any litigation or contemplating litigation against the City of Duncanville, TX? No (If yes, provide details on a separate sheet).

G. In the past five years, has bidder ever refused to enter into contract for a project for which it was awarded a contract? No (If yes, provide details on a separate sheet).

H. Provide a brief description of bidder's managerial structure including name and title of key personnel. (This information may be submitted on a separate sheet).

Brad Garrett: President

April Collmar: Secretary Treasurer / Operations Manager

Melinda Bee: Project Manager/Coordinator

**Please see attached Company Overview, Key Personnel, Resume' & Employee Certifications

I. What trades or services does the bidder ordinarily subcontract out?

Asbestos abatement

Silt fence installation, but only if large quantities of silt fence is to be installed

FORM NOT APPLICABLE

NO BID SHEET

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

Omotayo Sokale, Purchasing Manager
Purchasing Division
City of Duncanville,
203 E Wheatland Rd.
Duncanville, Texas 76115
E-mail address: omotayo.sokale@duncanville.com

Please check the items that apply:

☐	Do not sell the item(s) required.
☐	Cannot be competitive.
☐	Cannot meet the Specifications highlighted in the attached Bid.
☐	Cannot provide Insurance required.
☐	Cannot provide Bonding required.
☐	Cannot comply with Indemnification requirements.
☐	Job too large.
☐	Job too small.
☐	Do not wish to do business with the City of Duncanville
☐	Other Reason.

Business Name: _____

Name of Contract: _____

Business Address: _____

City, State & Zip Code: _____

Contact Name & Title: _____

Phone: _____ Fax: _____

Email: _____

**CITY OF DUNCANVILLE, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS**

1.0 DEFINITION OF BUYER

The City of Duncanville, its officers, agents, servants, authorized employees, vendors and sub-vendors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER

The consultant, Contractor(s), supplier, Contractor(s) or other provider of goods and/or services, its officers, agents, servants, employees, vendors and sub-vendors who act on behalf of the entity under a contract with the City of Duncanville.

3.0 PUBLIC INFORMATION

Any information submitted to the City of Duncanville (the "City") may be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council) and per Section 10.02 Duncanville City Charter and Code of Ordinances, Chapter 2, Article III.

5.0 ORDERS

5.1 No employees of the Buyer or its officers, agents, servants, vendors or sub-vendors

who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

7.0 SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to Buyer until Buyer receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposals. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.3 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

13.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 PRODUCT WARRANTY

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 SAFETY WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 SOFTWARE LICENSE TO SELLER

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however, Buyer may make copies of the software expressly for backup purposes.

17.0 WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY

- 17.1 The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.
- 17.2 SELLER shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any

Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

- 17.3 SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, SELLER shall 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 shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with SELLER 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 the City for infringement arising under this Agreement, the City shall 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, SELLER shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give SELLER timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate SELLER's duty to indemnify the City under this Agreement. If the Deliverable(s), 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, SELLER shall, at its own expense and as City's sole remedy, either:

- (a) procure for City the right to continue to use the Deliverable(s); or
- (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or
- (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or
- (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the City, subsequent to which termination City may seek any and all remedies available to City under law.

18.0 **OWNERSHIP OF WORK PRODUCT**

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

19.0 NETWORK ACCESS

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written

consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 MODIFICATIONS

This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 THE AGREEMENT

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal/bid documents published by the Buyer and Seller's Response to such proposal/bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 APPLICABLE LAW / VENUE

This Contract is entered into subject to the Charter and ordinances of the City of Duncanville, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable City of Duncanville, County of Dallas, State of Texas and federal United States of America laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Duncanville, Texas; the County of Dallas; the State of Texas and the United States of America; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dallas County, Texas. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the City of Duncanville, County of Dallas, State of Texas and federal laws of the United States of America. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, the Workers Right to Know Law, and the Immigration Reform and Control Act of 1986 (IRCA).

27.0 INDEPENDENT CONTRACTOR(S)

Seller shall operate hereunder as an independent Contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and sub-vendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and sub-vendors.

28.0 LIABILITY AND INDEMNIFICATION

28.1 LIABILITY - SELLER SHALL 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 SELLER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

28.3 INDEMNIFICATION - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY (ALSO REFERRED TO AS BUYER), 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 SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTOR(S), SERVANTS OR EMPLOYEES.

29.0 SEVERABILITY

In case 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 provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30.0 FISCAL FUNDING LIMITATION

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 NOTICES TO PARTIES

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Duncanville, Purchasing Division, 203 E. Wheatland Rd, Duncanville, Texas 75116. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Duncanville (1986), as amended, and Seller hereby covenants and agrees that Seller,

its employees, officers, agents, vendors or sub-vendors, have fully complied with all provisions of same and that no employee, participant, applicant, Contractor(s) or subcontractor(s) has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, Contractor(s) or sub-vendors herein.

33.0 IMMIGRATION NATIONALITY ACT

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

34.0 HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35.0 RIGHT TO AUDIT

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable

costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 DISABILITY

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its sub-vendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its sub-vendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or sub-vendors against Buyer arising out of Seller's and/or its sub vendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 DISPUTE RESOLUTION

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

38.0 PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

Seller acknowledges that in accordance with Chapter 2270 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" shall have the meanings ascribed to those terms in Section

808.001 of the Texas Government Code. **By signing this contract, Seller certifies that Seller's signature provides written verification to the City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

 WORKERS COMPENSATION EXPERIENCE RATING								
Risk Name: GARRETT DEMOLITION INC						Risk ID: 421172315		
Rating Effective Date: 05/21/2017			Production Date: 12/14/2016		State: TEXAS			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	7,415	12,161	4,746	0	23,750	0	0
TX-A	.06	41	67	26	0	23,750	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		7,456	12,228	4,772	0	23,750	0	0
Primary Losses			Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	0	C * (1 - A) + G 30,759		(A) * (F) 0		(J) 30,759	
Expected	(E)	4,772	C * (1 - A) + G 30,759		(A) * (C) 447		(K) 35,978	
ARAP			FLARAP		SARAP		MAARAP	
Factors								(J) / (K) .85

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GARRETT DEMOLITION INC

Risk ID: 421172315

Rating Effective Date: 05/21/2017

Production Date: 12/14/2016

State: TEXAS

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2013

Exp Date: 05/21/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5213	1.73	.39	164,399	2,844	1,109					
8809	.06	.35	75,384	45	16					
8810	.06	.39	50,375	30	12					
Policy Total:			290,158	Subject Premium:	14,603	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2014

Exp Date: 05/21/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.58	.39	61,237	1,580	616					
5213	1.73	.39	132,793	2,297	896					
5403	2.07	.40	15,900	329	132					
8809	.06	.35	80,000	48	17					
8810	.06	.39	61,025	37	14					
Policy Total:			350,955	Subject Premium:	18,131	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2015

Exp Date: 05/21/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.58	.39	54,598	1,409	550					
5213	1.73	.39	173,085	2,994	1,168					
5403	2.07	.40	21,988	455	182					
8809	.06	.35	89,904	54	19					
8810	.06	.39	65,487	39	15					
Policy Total:			405,062	Subject Premium:	26,846	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: A Firm Name: GARRETT DEMOLITION INC

Carrier: 13889

Policy No. WC017954813

Eff Date: 09/05/2012

Exp Date: 07/31/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5213	1.73	.39	3,854	67	26					
Policy Total:			3,854	Subject Premium:	361	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

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E Employers Liability Loss

Limited Loss

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 WORKERS COMPENSATION EXPERIENCE RATING								
Risk Name: GARRETT DEMOLITION INC						Risk ID: 421172315		
Rating Effective Date: 05/21/2018			Production Date: 12/21/2017			State: TEXAS		
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	9,524	15,371	5,847	0	24,750	0	0
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		9,524	15,371	5,847	0	24,750	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual		(I) 0		C * (1 - A) + G 33,607		(A) * (F) 0		(J) 33,607
Expected		(E) 5,847		C * (1 - A) + G 33,607		(A) * (C) 667		(K) 40,121
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) .84		

Carrier: 29939 - 000	Policy: 0001201383	Eff-Date: 05/21/2017	Exp-Date: 05/21/2018
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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GARRETT DEMOLITION INC

Risk ID: 421172315

Rating Effective Date: 05/21/2018

Production Date: 12/21/2017

State: TEXAS

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2014

Exp Date: 05/21/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.42	.38	61,237	1,482	563					
5213	1.69	.38	132,793	2,244	853					
5403	1.98	.39	15,900	315	123					
8809	.05	.34	80,000	40	14					
8810	.05	.37	61,025	31	11					
Policy Total:			350,955	Subject Premium:	18,131	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2015

Exp Date: 05/21/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.42	.38	54,598	1,321	502					
5213	1.69	.38	173,085	2,925	1,112					
5403	1.98	.39	21,988	435	170					
8809	.05	.34	89,904	45	15					
8810	.05	.37	65,487	33	12					
Policy Total:			405,062	Subject Premium:	26,846	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2016

Exp Date: 05/21/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.42	.38	61,991	1,500	570					
5213	1.69	.38	222,923	3,767	1,431					
5403	1.98	.39	28,552	565	220					
8227	1.08	.38	50,550	546	207					
8809	.05	.34	100,769	50	17					
8810	.05	.37	144,021	72	27					
Policy Total:			608,806	Subject Premium:	34,519	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

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E Employers Liability Loss

Limited Loss

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 WORKERS COMPENSATION EXPERIENCE RATING									
Risk Name: GARRETT DEMOLITION INC Risk ID: 421172315									
Rating Effective Date: 05/21/2019 Production Date: 12/06/2018 State: TEXAS									
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	
TX	.07	11,632	18,457	6,825	0	25,125	0	0	
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.07		11,632	18,457	6,825	0	25,125	0	0	
		Primary Losses	Stabilizing Value		Ratable Excess		Totals		
Actual	(I)	0	C * (1 - A) + G 35,943		(A) * (F) 0		(J) 35,943		
Expected	(E)	6,825	C * (1 - A) + G 35,943		(A) * (C) 814		(K) 43,582		
		ARAP	FLARAP	SARAP	MAARAP		Exp Mod		
Factors							(J) / (K) .82		

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GARRETT DEMOLITION INC

Risk ID: 421172315

Rating Effective Date: 05/21/2019

Production Date: 12/06/2018

State: TEXAS

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2015

Exp Date: 05/21/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.25	.37	54,598	1,228	454					
5213	1.53	.37	173,085	2,648	980					
5403	2.01	.37	21,988	442	164					
8809	.05	.31	89,904	45	14					
8810	.04	.40	65,487	26	10					
Policy Total:			405,062	Subject Premium:	26,846	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2016

Exp Date: 05/21/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.25	.37	61,991	1,395	516					
5213	1.53	.37	222,923	3,411	1,262					
5403	2.01	.37	28,552	574	212					
8227	.96	.37	50,550	485	179					
8809	.05	.31	100,769	50	16					
8810	.04	.40	144,021	58	23					
Policy Total:			608,806	Subject Premium:	34,519	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2017

Exp Date: 05/21/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	2.25	.37	90,336	2,033	752					
5213	1.53	.37	303,059	4,637	1,716					
5403	2.01	.37	35,878	721	267					
8227	.96	.37	59,365	570	211					
8809	.05	.31	110,000	55	17					
8810	.04	.40	197,646	79	32					
Policy Total:			796,284	Subject Premium:	41,854	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

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E Employers Liability Loss

Limited Loss

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 WORKERS COMPENSATION EXPERIENCE RATING									
Risk Name: GARRETT DEMOLITION INC						Risk ID: 421172315			
Rating Effective Date: 05/21/2020			Production Date: 12/23/2019			State: TEXAS			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	
TX	.07	13,468	21,619	8,151	0	25,375	0	0	
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.07		13,468	21,619	8,151	0	25,375	0	0	
		Primary Losses		Stabilizing Value		Ratable Excess		Totals	
Actual		(I) 0		C * (1 - A) + G 37,900		(A) * (F) 0		(J) 37,900	
Expected		(E) 8,151		C * (1 - A) + G 37,900		(A) * (C) 943		(K) 46,994	
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod			
Factors						(J) / (K) .81			

Carrier: 29939-000 Policy: 0001201383 Eff-Date: 05-21-2019 Exp-Date: 05-21-2020

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GARRETT DEMOLITION INC

Risk ID: 421172315

Rating Effective Date: 05/21/2020

Production Date: 12/23/2019

State: TEXAS

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2016

Exp Date: 05/21/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.85	.38	61,991	1,147	436					
5213	1.39	.38	222,923	3,099	1,178					
5403	1.73	.36	28,552	494	178					
8227	.81	.36	50,550	409	147					
8809	.05	.34	100,769	50	17					
8810	.04	.40	144,021	58	23					
Policy Total:			608,806	Subject Premium:	34,519	Total Act Inc Losses:		0		

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2017

Exp Date: 05/21/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.85	.38	90,336	1,671	635					
5213	1.39	.38	303,059	4,213	1,601					
5403	1.73	.36	35,878	621	224					
8227	.81	.36	59,365	481	173					
8809	.05	.34	110,000	55	19					
8810	.04	.40	197,646	79	32					
Policy Total:			796,284	Subject Premium:	41,854	Total Act Inc Losses:		0		

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2018

Exp Date: 05/21/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.85	.38	217,324	4,020	1,528					
5213	1.39	.38	282,710	3,930	1,493					
5403	1.73	.36	24,089	417	150					
8227	.81	.36	88,843	720	259					
8809	.05	.34	113,173	57	19					
8810	.04	.40	245,656	98	39					
Policy Total:			971,795	Subject Premium:	51,564	Total Act Inc Losses:		0		

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

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E Employers Liability Loss

Limited Loss

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 WORKERS COMPENSATION EXPERIENCE RATING Risk Name: GARRETT DEMOLITION INC Risk ID: 421172315 Rating Effective Date: 05/21/2021 Production Date: 12/11/2020 State: TEXAS								
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	14,947	24,324	9,377	0	24,875	0	0
(A) Wt	(B) C	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		14,947	24,324	9,377	0	24,875	0	0
		Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual		(I) 0		C * (1 - A) + G 38,626		(A) * (F) 0		(J) 38,626
Expected		(E) 9,377		C * (1 - A) + G 38,626		(A) * (C) 1,196		(K) 49,199
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) .79		

Carrier: 29939-000 Policy: 0001201383 Eff-Date: 05-21-2020 Exp-Date: 05-21-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GARRETT DEMOLITION INC

Risk ID: 421172315

Rating Effective Date: 05/21/2021

Production Date: 12/11/2020

State: TEXAS

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2017

Exp Date: 05/21/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.76	.39	90,336	1,590	620					
5213	1.23	.39	303,059	3,728	1,454					
5403	1.55	.36	35,878	556	200					
8227	.67	.37	59,365	398	147					
8809	.04	.36	110,000	44	16					
8810	.03	.36	197,646	59	21					
Policy Total:			796,284	Subject Premium:	41,854	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2018

Exp Date: 05/21/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.76	.39	217,324	3,825	1,492					
5213	1.23	.39	282,710	3,477	1,356					
5403	1.55	.36	24,089	373	134					
8227	.67	.37	88,843	595	220					
8809	.04	.36	113,173	45	16					
8810	.03	.36	245,656	74	27					
Policy Total:			971,795	Subject Premium:	51,564	Total Act Inc Losses:			0	

42-TEXAS

Firm ID: Firm Name: GARRETT DEMOLITION INC

Carrier: 29939

Policy No. 0001201383

Eff Date: 05/21/2019

Exp Date: 05/21/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.76	.39	257,319	4,529	1,766					
5213	1.23	.39	239,526	2,946	1,149					
5403	1.55	.36	74,025	1,147	413					
8227	.67	.37	121,370	813	301					
8809	.04	.36	123,362	49	18					
8810	.03	.36	254,755	76	27					
Policy Total:			1,070,357	Subject Premium:	65,156	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

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E Employers Liability Loss

Limited Loss

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SAMPLE OF PAST PROJECTS COMPLETED

Owner: Trinity River Vision Authority

Contact: Jenna Brummett

Phone: 817-698-0700

Project Description: Abatement and Demolition of the former Texas Refinery Facility

Contract Amount: \$215,544.00

Completion Date: July 2015



Project Description: Abatement, Demolition and Site Restoration of 112 Viola St. (an extension of the Texas Refinery Facility Project)





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Trinity River Vision Authority

Contact: Jenna Brummett

Phone: 817-698-0700

Project Description: Abatement and Demolition of the former McKinley Iron Works Facility

Contract Amount: \$ 246,256.50

Completion Date: January 2016





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Springhill Suites

Contractor: Arch-Con

Project Description: Asbestos Abatement and Demolition of the former Wells Fargo Wedge building located in the Fort Worth Stockyards. Demolition included the removal of underground basement, former underground teller tunnels and removal of site pavement to make way for the new Springhill Suites Hotel. The structure was a 5-story building demolished using our High Reach Excavator, so some demolition work required road closures due to the building being so close to main street.

Contract Amount: \$ 452,501.00.00

Completion Date: August 2016





SAMPLE OF PAST PROJECTS COMPLETED

Owner: Dallas ISD

Contact: Eddie Jasso

Phone: 972-925-7237

Project Description: General Contractor overseeing the demolition of the Carver Learning Center and Dallas Environmental Science Academy (DESA) Schools, which included removal of underground crawlspaces, piers, all associated flat-work, some parking areas, capping of utilities, SWP3 preparation, inspections, installation of erosion control devices and turf establishment. Also included NESHAP Compliant Demolition of moisture barrier discovered after demolition began. We were responsible for all safety documents, JHA's, project status updates, coordination of all subcontractors.

Contract Amount: \$ 680,733.00

Completion Date: December 2018





SAMPLE OF PAST PROJECTS COMPLETED

DESA Photos



Carver Photos





SAMPLE OF PAST PROJECTS COMPLETED

Owner: NewQuest Properties

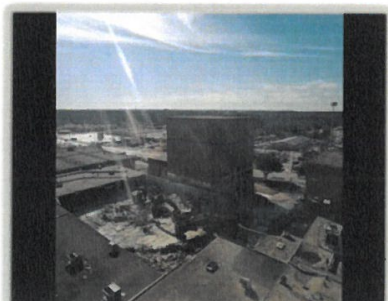
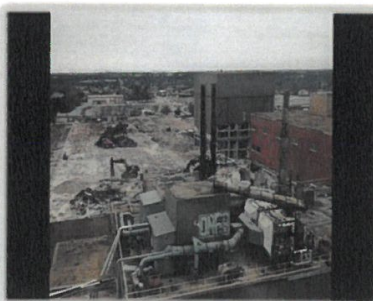
Contact: Corey Pitts

Phone: 281-477-4339

Project Description: General Contractor overseeing the demolition of the Former AC Molding Plastic Plant Facility which included removal of six story industrial building, basement, underground parking garage, piers, industrial tanks, all associated flat-work, parking areas, capping of utilities, SWP3 preparation, inspections, installation of erosion control devices and turf establishment. Also included NESHAP Compliant Demolition of moisture barrier discovered after demolition began. We were responsible for all safety documents, JHA's, project status updates, coordination of all subcontractors.

Contract Amount: \$ 532,200.00

Completion Date: June 2019



Page 66 of 96



SAMPLE OF PAST PROJECTS COMPLETED

Owner: Taylor County

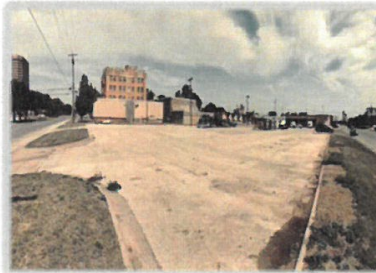
Contact: Scott Henderson

Phone: 325-738-8602

Project Description: Abatement and Demolition of 1931 Taylor County Jail. General Contractor overseeing the abatement and demolition of the Former 1931 Taylor County Jail which included removal of 5 story jail facility, basement, piers and all associated flat-work, import and compaction of fill dirt to bring basement void back to existing grade, capping of utilities, and installation of erosion control devices. We were responsible for all safety documents, JHA's, project status updates, coordination of all subcontractors.

Contract Amount: \$ 345,025.00

Completion Date: August 2020





COMPANY OVERVIEW

Garrett Demolition is an individually owned and operated firm that has a strong history of successfully meeting and exceeding customer needs while maintaining the highest possible standards for safety and quality. The business was established in 2005 as Garrett Excavation & Demolition and Incorporated in 2009 becoming Garrett Demolition, Inc.

We possess strong management skills, exemplary employees, and a clear understanding of the project goals. Employees are provided with demolition safety training beginning with initial sessions to familiarize them with company goals and objectives and job specific duties and continuing throughout their tenure with ongoing safety and quality training.

Garrett Demolition provides excellent service, superior management and client satisfaction at a reasonable cost. This is done while achieving and maintaining leadership as a provider of demolition services through technical competence and professional integrity. While striving to make our clients demolition needs our top priority, we are also forming enduring partnerships.

Garrett Demolition is an active member of the National Demolition Association amongst several other notable industry specific organizations. The management and personnel combine to have over 60 years of experience in the demolition and construction industry.

STAFF QUALIFICATIONS

A well-qualified staff is critical to the success of any project. Garrett Demolition prides itself on assembling a team of highly skilled individuals.

Each contributes unique abilities and talents, forming a well-balanced team. To-date, our team has successfully completed all projects safely, on time and within budget.

Our proposed key personnel includes the following individuals:

Key Personnel	Title	Job Description
Bradley Garrett	President	Mr. Garrett is the Founder and President of Garrett Demolition and has over 25 years experience in the construction and demolition industries. You will always find Mr. Garrett on site either operating heavy equipment to assist his crews in daily activities or simply ensuring that the project is being completed safely and efficiently, as he oversees day-to-day operations. He oversees all projects and employees and is responsible for monitoring project deadlines, ensuring that all projects stay within time and budget guidelines. He also ensures personnel are maintaining safety on the job site, overseeing field crews, reading plans and communicating with clients in regards to project status and changes. Mr. Garrett's training includes: OSAH 10 & 30 hour, CPR, Asbestos in Construction and Asbestos Safety.
April Collmar	Secretary / Treasurer Operations Manager	Ms. Collmar has worked for Garrett Demolition since 2005. She has a thorough knowledge of the construction and demolition industry. Ms. Collmar has worked as an office manager, project coordinator and Human Resources Specialist for a residential home builder, was a licensed Escrow Officer for a title company and a Paralegal at a Dallas Law Firm. Her duties include, but are not limited to estimating, project management, contract administrator, document preparation and project coordinating. Her duties also include payroll, Human Resources, file maintenance, accounts payable and accounts receivable.
Larry Grisham	Estimator Project Supervisor	Mr. Grisham has been with Garrett Demolition since 2015. He has a vast knowledge of the construction and demolition industry that began with his service in the U.S. Navy from 1969 to 1990. He had been responsible for estimating, contract negotiations and project supervision of naval ship repairs on ships that were both state side and abroad. After his service he continued his career in the construction industry. His duties include, but are not limited to estimating, contract negotiations, project supervisor, contract review and client relations.
Melinda Bee	Senior Project Coordinator	Mrs. Bee has been with Garrett Demolition 2011. She has a vast knowledge of the construction industry, including project management, architectural design and project coordination. Her duties include, but are not limited to project review, assisting the estimators, project coordination, scheduling, verifying and producing project safety documents along with project site safety compliance, obtaining all necessary permits, filing TDSHS 10 Day Notifications, processing certificate of insurance requests and coordinating utility kills and locates. Mrs. Bee's training includes: OSAH 30 hour and Demolition Safety.

Martin Espinosa	Project Foreman Site Supervisor Equipment Operator	Mr. Espinosa has worked for Garrett Demolition since 2005. He assists Mr. Garrett in the day-to-day operations. He is responsible for maintaining safety on the job site, overseeing field crews, operating heavy equipment, loading trucks / trailers, reading plans and communicating with clients in regards to project status and changes. Mr. Espinosa has over 6 years of experience in Project Supervision and 13 years of experience as an equipment operator in the demolition industry. Mr. Espinosa's training includes: OSAH 30 hour, CPR and Asbestos in Construction.
Andrew Stewart	Project Foreman Site Supervisor Equipment Operator	Mr. Stewart has been with Garrett Demolition since 2017. He possesses a vast array of construction experience. His duties include, but are not limited to maintaining safety on the job site, overseeing field crews, operating heavy equipment, loading trucks and trailers, reading plans and communicating with clients in regards to project status and changes. Mr. Stewart has over 3 years experience in Project Supervision and 8 years of experience as an equipment operator and in the demolition industry. Mr. Stewart's training includes: OSAH 30 hour and Asbestos Awareness



Company Resume

Management Team

Bradley J Garrett
President

2005 – PRESENT Garrett Demolition, Inc *President*

Played key role in start-up of Garrett Excavation & Demolition, overseeing project management, policies/procedures, business development, licensing, insurance/bonding and operational cost control.
 Deliver exceptional multiple sub-contractor coordination.
 Oversee all facets of organizational activities
 Successfully establish, manage highly positive relationships with key clients.
 Deliver insightful project estimates for all projects.
 Oversee estimation/management of turn-key projects involving demolition and asbestos abatement.
 Administer effective operations in safety, quality control and scheduling.
 Coordinate/prioritize assignments to sub-contractors.
 Negotiate, draft and execute contracts.
 Facilitate exceptional personnel training/staff development.
 Duties include the estimation, contractual negotiation, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with jobsite superintendents and foremen to ensure budgets are maintained and coordinate logistics of labor, consumables and equipment.
 Work with clients in the negotiation of change orders.
 Coordinate subcontractors, waste tracking, conforming to scope of work, maintaining construction schedule, tracking progress and job cost.
 Trains employees in safe work practices through "hands on" means and "Demolition Safety Talks" held each morning prior to the commencement of work.
 Operation and maintenance of heavy equipment inclusive of front end loaders, bulldozers, excavators, bobcats, mini-excavators and graders.
 Enforce Health and Safety Policy procedures.
 Ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA.

1997- 2006 Garrett Development Group, LP / Gold Star Homes of Texas *Management Partner / Construction Manager*

Recruited to oversee all facets of organizational activities involved in relation to the construction of residential homes.
 Successfully established, managed highly positive relationships with key clients.
 Administer effective operations in safety, quality control and scheduling.
 Coordinate/prioritize assignments to sub-contractors.
 Negotiate, draft and execute contracts.
 Facilitate exceptional personnel training/staff development.
 Coordinate and oversee all punch list activities.
 Maintain construction schedule, tracking progress and job cost.
 Enforce Health and Safety policy procedures.
 Oversee land acquisition and land clearing for new residential construction

Certificates and Training

OSHA 10 Hour, OSHA 30 Hour, Asbestos in Construction, CPR, Asbestos Safety



Company Resume

Management Team

April Collmar
Operations Manager

2005 – PRESENT Garrett Demolition, Inc *Operations Manager*

Played key role in start-up of Garrett Excavation & Demolition overseeing project estimating, payroll, accounts payable, accounts receivable, contract and document preparation, coordinating, record and book keeping, business development, and quality control.

Successfully establishes and manages positive relationships with key clients.

Delivers insightful project estimates and work plans for all projects.

Oversees the estimation / management, scheduling and quality control of turn-key projects involving demolition and asbestos abatement.

Duties include the estimation, contractual negotiation, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with superintendents to ensure budgets are maintained.

Work with clients in the negotiation of change orders.

Maintain construction schedule, tracking progress and job cost.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA

Oversee and manage all operations on the administrative end

2001 – 2006 Garrett Development Group, LP / Gold Star Homes of Texas *Office Manager & Human Resources Specialist*

Duties included payroll, accounts payable, accounts receivable, contract and document preparation, coordinating, record and book keeping, human resources, business development, and quality control.

Maintain construction schedule, tracking progress and job cost.

Successfully establish and manage positive relationships with key clients.

Help enforce Health and Safety Policy procedures.

Coordinate sub-contractor job scheduling.

Attend closings on behalf of owner.

Coordinate pre-construction meetings with buyers.

Manage, maintain, and resolve all residential home warranty issues.



Company Resume

Management Team

Larry Grisham
Lead Estimator

2015 – PRESENT Garrett Demolition, Inc *Lead Estimator*

Plays a key role in reading, understanding and deciphering project plans in order to accurately and competitively bid projects.
Works with clients in the negotiation of contracts and change orders.
Successfully establishes and manages positive relationships with key clients.
Assists in development of work plans for all projects.
Assists in overseeing the management and field quality of projects involving demolition and asbestos abatement.
Duties include the estimation, contractual negotiation, and assists in the oversight of demolition and asbestos abatement projects.
Assists in reviewing project scope of work, formulating work plans and schedules with superintendents to ensure budgets are maintained.
Maintain construction schedule, tracking progress and job cost.
Helps enforce Health and Safety Policy procedures.
Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, and OSHA

2007 - 2015 JTB Services, Houston, Texas *Sr. Vice President Sr. Estimator*

In charge of all aspects of daily company operations including but not limited to managing job coordination, approving job estimates, preparing proposals, signing contracts, project problem solving, & managing job cost.
Managed Residential Demolition Contracts for the City of Houston & City of Baytown.
Attended Pre-bids, researching available prints & specs and submitting estimates for Residential, Commercial, TX Dot, Houston ISD, & Public bids not only in Houston area but throughout the state of Texas up to Two Million Dollars.
Responsible for all Estimating and Supervision from start to completion of Demolition Projects, including concrete and asphalt replacement for various TxDOT project around the greater Houston Metro area and commercial office buildings up to six stories.
Monitored and supervised multiple Projects simultaneously ensuring proper procedures & safety standards are followed with schedules & budgets producing profitable results.

2005 - 2006 T & T Construction, Pasadena, Texas *Superintendent*

Coordinated 3 or more crews at same time supervising construction projects to completion, insuring jobs completed under cost & contract completion dates.
Ensured Quality Assurance while maintaining proper material on site, met contract specifications and controlled job cost.
Interacted with General Contractor Superintendents and Owners of Site Projects, insuring total satisfaction and workmanship while building customer relations for future contracts.
Oversaw the construction of foundations and paving, business strip centers including utilities, detention ponds, dirt work, while pouring and finishing up to 1,500 CY of concrete a day.



Company Resume

Management Team

Melinda Bee

Senior Project Coordinator

2011 – PRESENT Garrett Demolition, Inc

Senior Project Coordinator

Responsible for project coordination, obtaining permits, processing certificate of insurance request, verifying and coordinating utility kills, original line locates and relocates for all projects, maintaining project files and all project documentation, filing TDSHS 10 Day notification forms and making sure all required project forms are on site.

Duties also include assisting in estimating, assisting management in the oversight of demolition and asbestos abatement projects.

Assist in reviewing project scope of work, formulate work plans and schedules with superintendents to ensure budgets are maintained.

Work with clients in the negotiation of change orders.

Maintain construction schedule and tracking progress.

Attend pre-construction meetings, progress meetings, conduct site visits, safety compliance and verification

1998 – 2010 Albertson's

Division Manager Trainee

Assisted the Corporate Office in the design, layout and equipment of bakery departments in new stores and remodels. Assisted in reviewing blue prints during new builds and remodels ensuring design, layout and equipment were according to plans.

Responsible for overseeing day to day operations in multiple bakeries, review of profit and loss statements, conducting and/or reviewing of monthly inventories, scheduling and employee relations.

Certificates and Training

OSHA 30 Hour, Demolition Safety



Company Resume

Management Team

Charles Stewart

Project Foremen / Site Supervisor / Equipment Operator

8/2017 – PRESENT Garrett Demolition, Inc

Project Foreman / Site Supervisor / Equipment Operator

Successfully establishes and manages positive relationships with key clients.

Assist with delivering insightful project work plans on projects.

Assists with the management, scheduling, and quality control of projects involving demolition and asbestos abatement.

Duties include managing daily completion of residential, commercial, and industrial projects, heavy equipment operator, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with Project Manager and/or Client to ensure budgets are maintained.

Reading, understanding and communicating extent of work as laid out on demolition plans or within written demolition scope of work to field crews.

Communicating with Mr. Garrett and trucking dispatcher to ensure enough trucks are scheduled to keep debris removed from project site.

Completion of daily project forms including but not limited to: Daily Field Reports, JHA's, JSA's, Equipment Check list and more, as required per project.

Maintain construction schedule and tracking progress.

Overseeing subcontractors to ensure completion of specific scope of work.

Communicating with Mr. Garrett and other Key personnel on status of projects, subcontractor work, and daily activities to ensure project stays on or ahead of schedule.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, OSHA, and EPA

2/2014 – 7/2017 Lindamood Demolition

Site Supervisor / Equipment Operator

Assisted with the management, scheduling, and quality control of projects involving demolition.

Duties include managing daily completion of residential and commercial projects, heavy equipment operator, complete management and oversight of demolition projects.

Review project scope of work, formulate work plans and schedules with Project Manager and/or Client to ensure budgets are maintained.

Maintain construction schedule and tracking progress.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, OSHA, and EPA

Mr. Bright began as an equipment operator demolishing buildings, foundations and site improvements. He was also responsible for segregating material, loading trucks, doing final property grades. At completion of projects it was his responsibility to communicate with his supervisor to walk the project, review plans or scopes and verify project was completed.

Certificates and Training

OSHA 30 Hour, CPR and Asbestos Safety



Company Resume

Management Team

Martin Espinosa

Project Foremen / Site Supervisor / Equipment Operator

8/2005 – PRESENT Garrett Demolition, Inc

Project Foreman / Site Supervisor / Equipment Operator

Successfully establishes and manages positive relationships with key clients.

Assist with delivering insightful project work plans on projects.

Assists with the management, scheduling, and quality control of projects involving demolition and asbestos abatement.

Duties include managing daily completion of residential, commercial, and industrial projects, heavy equipment operator, complete management and oversight of demolition and asbestos abatement projects. Review project scope of work, formulate work plans and schedules with Project Manager and/or Client to ensure budgets are maintained.

Reading, understanding and communicating extent of work as laid out on demolition plans or within written demolition scope of work to field crews.

Communicating with Mr. Garrett and trucking dispatcher to ensure enough trucks are scheduled to keep debris removed from project site.

Completion of daily project forms including but not limited to: Daily Field Reports, JHA's, JSA's, Equipment Check list and more, as required per project.

Maintain construction schedule and tracking progress.

Overseeing subcontractors to ensure completion of specific scope of work.

Communicating with Mr. Garrett and other Key personnel on status of projects, subcontractor work, and daily activities to ensure project stays on or ahead of schedule.

Helps enforce Health and Safety Policy procedures.

Helps ensure compliance with regulations, procedures and specifications in accordance with Texas Department of State Health Services, TCEQ, OSHA, and EPA

Certificates and Training

OSHA 30 Hour, CPR and Asbestos in Construction



OSHA Academy™

Occupational Safety & Health Training

Certificate of Professional Course Completion

This is to certify that

Bradley J Garrett

Has demonstrated academic excellence with distinction by completing all exams, academic requirements and a minimum of 30 hours of study on required subjects in the OSHA Academy Professional Development Certificate Program. This achievement demonstrates commitment and professionalism in Occupational Safety and Health.

30-hour Construction Safety and Health



Steven J. Geigle, MA, CET, CSHM
Director, Instructor
OSHA Academy Safety and Health Training

30

Recognized by




ISHM
Institute for Safety and Health Management

NSMS
National Safety Management Society

Original certificates are embossed with the official OSHA Academy raised stamp. Certificates can be validated through the OSHA Academy website. Validation code: 860

Student #	Issue Date	Hours
447527	07.18.2018	30

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Beaverton, OR, USA, 97006
Tel: +1.971.217.8721
Website: www.oshatrain.org



Validate Certificate
Using QR code



This is to certify that

Bradley J Garrett

*Has successfully completed all assignments and final exam requirements for the following
OSHAcademy Occupational Safety & Health Course:*

Asbestos Safety

Topic covered in this training include: Properties of Asbestos; Where Asbestos is Used; How Asbestos is Used; Health Hazards; Asbestosis; Lung Cancer; and Mesothelioma; Employer Responsibilities; Hierarchy of Controls; Monitoring and Sampling; Multi-employer Worksites; Medical Surveillance and Examinations; Employee and Competent Person Training; and Brake and Clutch Repair Work.

[Signature]

Steven J. Geigle, MA, CET, CSHM
Director, Instructor

OSHAcademy Safety and Health Training

This training conforms to OSHA CBT Training Standards and ANSI Z490.1, Criteria for Accepted Practices in Safety, Health and Environmental Training. OSHAcademy training is endorsed by the National Safety Management Society and is recognized by the Institute for Safety and Health Management.

852

Recognized by



447527	07.27.2018	3
Student #	Issue Date	Hours

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Validate Certificate



Certificate of Professional Program Completion

This is to certify that

Charles Andrew Stewart

Has demonstrated academic excellence with distinction by completing all exams, academic requirements and a minimum of 30 hours of study on required subjects in the OSHAcademy Professional Development Certificate Program. This achievement demonstrates commitment and professionalism in Occupational Safety and Health.

30-hour Construction Safety and Health

Steven J. Geigle, MA, CET, CSHM-E
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.



Student #	550585	Issue Date	09.18.2019	Hours	30
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Charles Andrew Stewart

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Asbestos Safety

Topics covered in this training include: Properties of Asbestos; Where Asbestos is Used; How Asbestos is Used; Health Hazards; Asbestosis, Lung Cancer, and Mesothelioma; Employer Responsibilities; Hierarchy of Controls; Monitoring and Sampling; Multi-Employer Worksites; Medical Surveillance and Examinations; Employee and Competent Person Training; and Brake and Clutch Repair Work.

Steven J. Geigle, MA, CFT, CSHM-E
Director, Instructor
OSHAcademy Safety and Health Training

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Certificate of Professional Program Completion

This is to certify that

Martin Espinosa

Has demonstrated academic excellence with distinction by completing all exams, academic requirements and a minimum of 30 hours of study on required subjects in the OSHAcademy Professional Development Certificate Program. This achievement demonstrates commitment and professionalism in Occupational Safety and Health.

30-hour Construction Safety and Health

Steven J. Geigle, MA, CET, CSHM-E
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuation of Certification (COC) points toward professional recertification.



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CERTIFICATE OF WEB BASED TRAINING

This is to certify that

MARTIN ESPINOSA

Has successfully completed

Asbestos in Construction

The course was developed and presented by ClickSafety

Serial Number: 5280866

Completed: 7/20/2011





Certificate of Professional Program Completion

This is to certify that

Melinda Bee

Has demonstrated academic excellence with distinction by completing all exams, academic requirements and a minimum of 30 hours of study on required subjects in the OSHAcademy Professional Development Certificate Program. This achievement demonstrates commitment and professionalism in Occupational Safety and Health.

**30-hour Construction
Safety and Health**



Steven J. Geigle, MA, CET, CSHM-E
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.

448555 03.07.2021 30

Student # Issue Date Hours

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* GENUINE • AUTHENTIC • ORIGINAL
* 448555 • 03.07.2021 • 30
* 448555 • 03.07.2021 • 30
* 448555 • 03.07.2021 • 30
* 448555 • 03.07.2021 • 30



This is to certify that
Melinda Bee

*Has successfully completed all assignments and final exam requirements for the following
OSHAcademy Occupational Safety & Health Course:*

Demolition Safety

Topics covered in this training include: Demolition Program Elements; Contractor Preparation; Engineering Survey and Report; Locating Utilities; Worker Training; Fire Prevention and Protection Planning; Medical Services, First Aid, and Security; Demolition Hazards; Structural Instabilities; Unsecured Work Areas; Hazardous Substances; Safe Work Practices in Confined Spaces; Demolition of Pre-stressed Concrete Structures; Special Structures Demolition; Removing Debris and Cleanup; Controlling Asbestos; and Silica Exposure.

Steven J. Geigle, MA, CET, CSHM-E
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.



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Certificate ID: 448555-E15-210307

* 448555 • 03/07/2021 • 815 • AUTHENTIC • 448555 • 03/07/2021 • 815 • ORIGINAL • 448555 • 03/07/2021 • 815 *

Student #	Issue Date	Hours
448555	03.07.2021	5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
6M Insurance Group Inc		NAME: Certificate Department	
5904 S COOPER ST		PHONE (A/C, No, Ext): 877-450-6390	FAX (A/C, No):
STE 104-172		E-MAIL ADDRESS: service@6mgrou.net	
ARLINGTON TX 76017		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Nautilus Insurance Co	
		INSURER B : NATIONAL SPECIALITY INSURANCE COMPANY	
		INSURER C : Hanover Insurance Co - Worcester	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
Garrett Demolition Inc		17370	
PO BOX 633		22608	
Burlison TX 76097		22292	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU/ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Contractors Pollution Liability	Y	ECP2016054-16	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CPL Occurrence & Aggregat \$ 1,000,000/\$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Uninsured/Und	Y	GMI-0237-00	4/18/2021	4/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$1000,000 csl \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ NONE	Y	FFX2029090-12	5/21/2021	5/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Leased & Rented Equipment	Y	IHD H245346	5/21/2021	5/21/2022	\$250,000
C	Scheduled Equipment / Equipment Floater		IHD H245346	5/21/2021	5/21/2022	\$6,069,641 / Proof of Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment policy IHD H245346 Deductibles: \$2,500 Per Occurrence. \$5,000 ded Per Occurrence Items over \$500,000, \$25,000 ded Per Occurrence Items Over \$750,000 Market Value w/Replacement Value on Items 5 Years or Newer. The Commercial Auto & General Liability (including Completed Operations) policy includes a blanket automatic additional Insured endorsement that provides additional Insured status and the General Liability & Auto policy include a blanket waiver of subrogation endorsement to the certificate holder when there is a written contract that requires such status.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
FOR BIDDING PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Melina Morrison</i>



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2856808

DATE (MM/DD/YYYY)
12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE: (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED GARRETT DEMOLITION, INC. PO BOX 633 BURLESON, TX 76097	NAIC # 43575	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	C70186512	10/1/2021 10/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Notice of Material Change Endorsement Included

TBD

WAIVER OF SUBROGATION IN FAVOR OF FOR BIDDING PURPOSES ONLY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY
 123 TEST LN
 ANYWHERE, TX 11111

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature

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ACORD 25 (2016/03)

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Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F GARRETT DEMOLITION, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number Policy Number Symbol: RWC Number: C70186512
Policy Period 10/1/2021 TO 10/1/2022	Effective Date of Endorsement 10/1/2021
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. ☒ **Specific Waiver**
 Name of person or organization:
 FOR BIDDING PURPOSES ONLY
 123 TEST LN

 ANYWHERE, TX 11111
☐ **Blanket Waiver**
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. **Operations:**
 TBD
3. **Premium:**
 The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. **Advance Premium:** INCLUDED



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS -- ONGOING OPERATIONS -- COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-16	5/21/2021	5/21/2022	5/21/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III -- WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I -- COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 -- Contractors Pollution Legal Liability** and **Coverage D.4 -- Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B -- PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury** or **property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-16	5/21/2021	5/21/2022	5/21/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.
Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.
Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.
However, the insurance afforded to such additional **insured** described above:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
 - c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury or property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury or property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –
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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI.** This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-16	5/21/2021	5/21/2022	5/21/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: GMI-0237-00

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Garrett Demolition Inc**Endorsement Effective Date:** 4/18/2021**SCHEDULE****Name Of Person(s) Or Organization(s):**

Blanket where required by written agreement executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: GMI-0237-00

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Garrett Demolition Inc**Endorsement Effective Date:** 4/18/2021**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Blanket where required by written agreement executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required by written contract or agreement to include as an additional insured.

Paragraph 8. Of **Section III – Conditions** is deleted and replaced by the following:

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
 - (1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.
 - (2) The insurance provided under this Coverage Form will not seek contribution from any other insurance available to an additional insured, provided that:
 - (a) The additional insured is a Named Insured under such insurance;
 - (b) The additional insured is shown in the Schedule; and
 - (c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution awarding a contract for Construction Manager at Risk Services (CMAR) for Harrington Park Improvements to Dean Construction, with an estimated amount of \$288,000.00 based on unit price bid.

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks & Recreation

Timothy Hamilton, Assistant Director of Parks & Recreation

BACKGROUND/HISTORY:

In November 2018, the citizens of Duncanville approved a bond package for Parks and Recreation Facilities. The \$6.6 million bond included funds for improvements at Harrington Park located at 1815 S. Cockrell Hill Rd.

A Qualifications Statement was developed for a Construction Manager at Risk (CMAR) contract to provide professional services and act as a consultant to the City in the preconstruction, design development and construction phases of Harrington Park improvements. A CMAR contract entails a commitment by the construction manager to deliver a project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. Utilization of this type contract will allow the CMAR to act in the City's interest, managing and controlling construction costs to not exceed the GMP. Contractually, any costs exceeding the GMP that are not change orders become the financial liability of the CMAR.

A CMAR agreement offers unique benefits to the City, including:

- A higher level of cost control. During the design process, the CMAR provides cost estimates at contractually established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMAR, City and architect will assess the cost estimate and make design changes to bring the design back into budget alignment. This process ensures budget success.
- The CMAR is an advocate for the City and will manage the project with the City's best interest in mind at all times.
- The CMAR will take the burden of managing and coordinating the project off the City.
- The City's risk is limited by the CMAR process, providing the construction documents are complete and proper allowances and contingencies are built into the GMP.
- Constructability and value to the City are afforded by the Value Engineering expertise brought to the process by the CMAR.
- Since the CMAR is at risk and gives the GMP prior to bid, the CMAR does not have to select the low bid. Generally, the thorough prequalification process minimizes the number of low bidders

that get disqualified and generally leads to lower long-term costs, higher quality and fewer claims because only prequalified contractors are performing work. This will also allow the City the ability to solicit local, smaller business enterprises.

The Request for Statement of Qualifications (RFQ) was published on Public Purchase on January 26, 2022, to select a CMAR firm to manage the construction for Harrington Park improvements. There were 105 vendors notified on Public Purchase, and 35 vendors accessed the bid documents. A mandatory pre-bid meeting was held on February 8, 2022 and had thirteen people attended the pre-bid meeting. Completed bid requests were received prior to bid closing at 2:00 p.m. on March 3, 2022. Four bids were received from AUI Partners, LLC (Fort Worth, TX), Dean Construction (Cedar Hill, TX), Hill & Wilkinson General Contractors (Richardson, TX), and Tegrity Contractors Inc. (Allen, TX). Bids were evaluated based on factors disclosed in the solicitation document. Based on the evaluation outcome, the Purchasing Division recommends awarding the CMAR for Harrington Park improvements to Dean Construction, the most responsive and responsible bidder. A copy of the evaluation score is appended (Attachment 1).

The proposed CMAR award to Dean Construction is for the management of the construction of Harrington Park improvements. Dean Construction will aid the City with the completion of the design process, preparation of the construction contract, selection of construction subcontractors, and management of the preconstruction and construction phases of the project. Once design is finalized, Dean Construction will submit the GMP for future Council consideration.

POLICY EXPLANATION:

By approving this Resolution, City Council authorizes the use of Dean Construction, as CMAR for the Harrington Park Improvements to provide construction management services for an estimated amount of \$288,000.00 based on unit price bid.

FUNDING SOURCE:

ORG and Object Number

2602000-708102, 26020000-708103

Available Budget

\$2,620,000.00

Purchase Amount

\$288,000.00

After Encumber

\$2,332,000.00

ACTION ALTERNATIVES:

1. Approve funding from the FY19 Bond Program for the estimated amount of \$280,000.00 with Dean Construction for the Construction Manager at Risk Services for Harrington Park Improvements.
2. Do not approve funding from the FY19 Bond Program for the estimated amount of \$280,000.00 with Dean Construction for the Construction Manager at Risk Services for Harrington Park Improvements.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Harrington Park Improvements Evaluation Score](#)

[Attachment 2 - Resolution No. - 2022-022 - Harrington Park Improvements CMAR Services](#)

Attachment 1

BID EVALUATION SCORE SHEET RFB 22-0009 (BEST VALUE) - CONSTRUCTION MANAGER AT RISK (CMAR)						
No.	Evaluation Criteria	Maximum Point	AUI Partners, LLC Fort Worth, TX	Dean Construction Cedar Hill, TX	Hill & Wilkinson General Contractors	Tegrity Contractors Inc.
			Awarded Points	Awarded Points	Awarded Points	Awarded Points
1	Firm Profile	5	3.67	4.67	4.33	3.67
2	Qualifications for building a Parks & Recreational Project	10	7.67	9.67	8	3.67
3	Relevant CMAR Experience	10	8	8.33	8	5.67
4	Management Methods	10	7.67	8.67	7.67	6
5	Project Controls	10	7.33	7.33	7.67	6.67
6	Pre-Construction Services	10	7.33	9	9	6.67
7	Construction Services	15	10.67	12.33	11.67	10.33
8	Construction Cost	20	12	14	16	20
9	Interview	10	10	10	10	10
TOTAL		100	74	84	82	73

Attachment 1

Notifications Report

Agency
Bid Number

City of Duncanville
152796

RFB 22-0009 (BEST VALUE) - CONSTRUCTION MANAGER AT RISK
(CMAR) HARRINGTON PARK IMPROVEMENTS

Bid Title

Vendor Name	State	Invitation	Email
3i Contracting LLC	TX	Invited	dbt@3icontracting.com
AECOM	LA	Classification	lael.holton@aecom.com
AHRG, Corporation	TX	Classification	bids@ahrgcorp.com
ALEKSANDER OMEGA LLC	TX	Classification	estimating.ao@gmail.com
AMTTAZ Consulting	TX	Classification	amttazconsulting@gmail.com
Anchor Contracting, LLC	TX	Classification	chuckvitow@yahoo.com
ATCO EnviroAir Testing Engine	TX	Classification	mustafa@atcoenviroair.com
AUI Contractors, Inc	TX	Classification	ewright@auigc.com
Azul Valley Construction, LLC	TX	Self Invited	rarias@azulvalleyconstruction.com
Balfour Beatty Construction	TX	Self Invited	bdennis@balfourbeattyus.com
BBC Constructiongroup, Inc.	TX	Classification	bmtbo@bbccgi.com
BidClerk	IL	Self Invited	content@constructconnect.com
BIG SKY CONSTRUCTION	TX	Classification	estimating@BIGSKYCONSTRUCTION.COM
Bureau Veritas Technical Asset	MD	Classification	proposals-bapm@bureauveritas.com
Byrne Construction Services	TX	Self Invited	brobertson@tsbyrne.com
Childress Engineers, Inc	TX	Classification	robertc@childress-engineers.com
Christmas Company LLC	TX	Classification	info@christmascompany.com
CJIS GROUP LLC	FL	Classification	region1@cjisgroup.com
Consolidated Traffic Controls	TX	Self Invited	dstapleton@ctc-traffic.com
ConstructConnect	TX	Self Invited	content@constructconnect.com
Construction Companies Group	TX	Classification	lperez@ccg-llc.org
Construction Journal	FL	Self Invited	bids@constructionjournal.com
Construction Zone of Texas	TX	Invited	davidt@cziglobal.com
COVENANT Design & Construc	TX	Classification	ehelewa@CovenantDesCon.com
CP&Y, Inc. dba The Wallace G	TX	Classification	carolyns@wallace-group.com
Crane Engineering	TX	Classification	Miriam-crane@bizlaredo.rr.com
CRiADO & Associates, Inc.	TX	Classification	ccriado@criadoassociates.com
DAAR Engineering, Inc.	TX	Classification	texas.admin@daarcop.com
Dannenbaum Engineering	TX	Classification	corporatedevelopment@dannenbaum.com
Dean Electric	TX	Self Invited	toby@dean-construction.com
DeShazo Group, Inc.	TX	Classification	chuck.deshazo@deshazogroup.com
Dikita Enterprises, Inc.	TX	Classification	marketing@dikita.com
Dodge Data & Analytics	OH	Self Invited	dodge.bidding@construction.com
Dunaway Associates, L.P.	TX	Classification	marketing@dunawayassociates.com
Dunkin Sims Stoffels, Inc	TX	Self Invited	dsims@dssland.com
EA Engineering, Science, and	MD	Classification	mrock@eaest.com
Entrust 1	TX	Classification	sales@entrust1.com
Entrust Facility Services	TX	Self Invited	info@entrust1.com
ERC	TX	Classification	csmith@erc-tx.com
Exterior Consulting Innovations	TX	Classification	rlaughlin@exteriorconsulting.com
Falkenberg Construction	TX	Classification	mgomez@falkenbergconstruction.com
First Housing Development Cor	FL	Classification	loanadmin@firsthousingfl.com
Florida Traffic Control Devices,	TX	Classification	ftcd@tcd.cc
Gilbert May Inc.	TX	Classification	jevans@phillipsmay.com
Green Scaping LP	TX	Classification	cgooff@greenscaping.com
GSR Andrade Architects, Inc.	TX	Classification	jkrause@gsr-andrade.com
Halff Associates	TX	Classification	info-marketing@halff.com

Attachment 1

Hearn Company	TX	Self Invited	jeannette@virtualbx.com
Hill & Wilkinson	TX	Self Invited	pkumar@hill-wilkinson.com
Hill International, Inc.	TX	Classification	johnsosa@hillintl.com
HQS Construction, LLC	TX	Classification	bids@HQSconstruction.com
ICON Diversified, LLC	TX	Classification	julie.ingram@icondiversified.com
IEA Inc.	TX	Classification	marketing@ieaworld.com
Imperial Construction	TX	Classification	mpraytor@imperial-construction.com
IMS	CA	Classification	ca2@imsinfo.com
J.C. Commercial, Inc.	TX	Classification	estimating@jccom.com
JDC Services	TX	Classification	j.moore@jdcservices-houston.com
KAI/Alliance LC	TX	Classification	dbroughton@kai-db.com
Kessler Painting	TX	Classification	kesslerpainting@yahoo.com
Kimley-Horn and Associates, In	TX	Classification	TX-OK.Marketing@kimley-horn.com
KlutzConstruction, LLC	TX	Classification	luz@klutzconstruction.com
Knight Erosion Control, Inc.	TX	Classification	rrap1@sbcglobal.net
L&L Supplies	TX	Self Invited	swalker8585@gmail.com
Lee Lewis Construction, Inc.	TX	Self Invited	liz@henthorncommercial.com
Lockwood, Andrews & Newnam	TX	Classification	BGVendorOpportunities@lan-inc.com
L-Sync LLC	TX	Classification	joe.james@L-sync.com
Matrix Design Group, Inc.	AZ	Classification	marketing@matrixdesigngroup.com
MHB Construction, Inc.	TX	Classification	mark@mhbconstruction.com
Nathan D Maier Consulting Eng	TX	Classification	dshowers@ndmce.com
New World Contracting LLC	TX	Classification	d.vanderberg@newworldgc.com
North America Procurement Co	CO	Self Invited	sourcemanagement@napc.me
NORTH TX CONSTRUCTION ITX	TX	Self Invited	linda@amtekusa.com
Northridge Construction Group, TX	TX	Classification	bids@northridgecg.com
Onvia	WA	Self Invited	sourcemanagement2@onvia.com
Open Space TX	TX	Self Invited	bsmith@openspacetx.com
Parkhill, Smith & Cooper, Inc.	TX	Classification	mkt@team-psc.com
Perkins WS Corporation	WA	Self Invited	kencorway@gmail.com
Plan B Dsgn, LLC	TX	Classification	edward@planbdsgn.com
Play Now Enterprises LLC,	TX	Classification	sdedwards@playnowenterprise.com
Power Vac America, Inc.	TX	Classification	mwhitebread@powervacamerica.com
R.H. Shackelford, Inc.	TX	Classification	btavares@rhsitx.com
Ramtech Building Systems, Inc	TX	Classification	ppattengill@ramtechgroup.com
Redwood Industries	TX	Classification	Rdwoodind@gmail.com
Reeder General Contractors, In	TX	Classification	will@reedergeneral.com
Reliable Paving	TX	Classification	Steven@reliablepaving.com
RFX Analyst	CA	Classification	rfp@rfxanalyst.com
RL CONSULTANTS, INC.	CA	Classification	LIZ.RLCONSULTANTS@GMAIL.COM
Sabre Communications Corpora	IA	Classification	amvanroekel@sabreindustries.com
Sawyers Construction, Inc.	TX	Classification	brandy@sawyersinc.com
School Wholesale Supplies LLC	TN	Self Invited	jpdas@eii-usa.com
SCM Construction Services, LL	TX	Self Invited	sam@scmconstructionllc.com
Skye Building Services-Genera	TX	Invited	ehli@skyebuild.com
SmartProcure	FL	Self Invited	rbjornsson@govspend.com
south pool inc	TX	Self Invited	tara@oasiswaterplaygrounds.com
Spectrum Building Systems, Inc	GA	Classification	bob@spectrummodular.com
Stoic Civil Construction, Inc.	TX	Classification	robin@stoic-civil.com
Surveying And Mapping, LLC	TX	Classification	bizops@sam.biz
TBS Specialties Direct	TX	Classification	sreedy@specialtiesdirect.com
Tegrity Homes	TX	Classification	govsales@tegarity.net
Texas Benchmark Building Gro	TX	Classification	david@texasbenchmarkgroup.com
The Fain Group, Inc.	TX	Self Invited	lfrazier@faingp.com
The Redeemed Team LLC	TX	Classification	travis.covey@batteriesplus.net
Vendigm Companies	TX	Classification	mhorton@vendigm.com
Wier & Associates, Inc.	TX	Classification	carlos@wierassociates.com
WorleyParsons Group Inc.	TX	Classification	Erica.Waddell@worleyparsons.com

Attachment 1

Access Report
Agency
Bid Number

City of Duncanville
RFB 22-0009
RFB 22-0009 (BEST VALUE) - CONSTRUCTION
MANAGER AT RISK (CMAR) HARRINGTON PARK
IMPROVEMENTS

Bid Title

Vendor Name

Documents

AUI Partners, LLC
Azul Valley Construction, LLC
Balfour Beatty Construction
BidClerk
Byrne Construction Services
Civil Scape
Consolidated Traffic Controls
ConstructConnect
Construction Journal
Dean Electric
Dean Electric, Inc.
Dodge Data & Analytics
Dunkin Sims Stoffels, Inc.
Entrust Facility Services
Gilbert May Inc.
Grantham & Associates, Inc.
green dream international LLC
Hearn Company
Hill & Wilkinson
IMS
Knight Erosion Control, Inc.
L&L Supplies
Lee Lewis Construction, Inc.
MESA
MHB Construction, Inc.
North America Procurement Council
NORTH TX CONSTRUCTION REPORT & PLANROOM
Onvia
Open Space TX
Perkins WS Corporation
RFx Analyst
School Wholesale Supplies LLC
SCM Construction Services, LLC.
SmartProcure
south pool inc
Stripe-A-Zone
Tegrity Contractors
Tegrity Contractors Inc.
The Fain Group, Inc.
Tukmol General Contractor
Wayne Enterprises

Harrington Park Improvement - Add 1 02-17-2022(1).pdf
Harrington Park Improvement - Add 1 02-17-2022(1).pdf
RFB 22-0009 Harrington Park Improvements 01-25-2022
Exht C - AIA Document A201-2007 General Conditions.pdf
RFB 22-0009 Harrington Park Improvements 01-25-2022

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Harrington Park Improvement - Add 1 02-17-2022(1).pdf

Harrington Park Improvement - Add 1 02-17-2022(1).pdf

RESOLUTION NO. 2022-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING DEAN CONSTRUCTION FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR HARRINGTON PARK IMPROVEMENTS WITH AN ESTIMATED AMOUNT OF \$288,000.00 BASED ON UNIT PRICE TABULATION ATTACHED HERETO AS EXHIBIT "A"; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2018, the residents of the City of Duncanville approved a bond package for Parks and Recreation Facilities, including \$2,620,000.00 for park improvements at Harrington Park located at 1815 S. Cockrell Hill Rd.; and

WHEREAS, the City of Duncanville published a Request for Qualifications (RFQ) to select a Construction Manager at Risk (CMAR) firm for preconstruction phase services and construction phase services, management of the design process, preparation of the construction contract, selection of the construction contractor, and management of the construction of the park improvements project at Harrington Park; and

WHEREAS, the City of Duncanville has obtained competitive sealed bids and recommends the award of the bid to the lowest responsible bid in the unit price bid as needed as per RFB# 22-0009; and

WHEREAS, the City of Duncanville has \$2,620,000.00 available in the FY19 Bond Program approved by the citizens of Duncanville on November 6, 2018, and approved by the Duncanville City Council on February 5, 2019, for Harrington Park Improvements; and

WHEREAS, the City of Duncanville City Council desires to use these funds for the construction of park improvements at Harrington Park to benefit the citizens of Duncanville; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award the bid to Dean Construction, as the most responsive and responsible respondent to provide said CMAR services and authorize the execution of the necessary documents to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville does hereby finds that Dean Construction is qualified and provided best price for Construction Manager at Risk Services for Harrington Park improvements with an estimated amount of \$288,000.00 based on unit price tabulation attached hereto as Exhibit "A".

Page 1 of 2

Resolution No. 2022-022

SECTION 2. That the City Manager or designee is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution authorizing a cooperative purchasing agreement with Caldwell Country Chevrolet, LLC through Buyboard Contract #601-19, to approve procurement of six Chevrolet Tahoes PPVs in the total expenditure amount of \$465,898.00.

STAFF RESPONSIBLE:

Jacqueline Culton, P.E., Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department manages the City's fleet equipment and vehicles. As a part of that process, Equipment Services reviews the Fleet Rotation Program annually to determine which vehicles have reached the end of their useful lives and need replacement and their replacement schedules. Factors considered include vehicle/equipment age, mileage/hours used, and maintenance history and requirements. Vehicle and equipment replacement and acquisition recommendations are reviewed with representatives of the various departments, and funds are allocated in the next year's budget for new and replacement vehicles and equipment, as appropriate.

The police vehicles to be replaced include five (5) 2019 Chevrolet Tahoe SUVs with current mileages ranging from 54,000 to 68,000 miles and one (1) 2017 Ford Interceptor SUV with 56,000 miles. These vehicles have reached the end of their useful lives as police cruisers. The higher mileage units will be auctioned off with the proceeds returned to the Fleet Rotation Fund, while the lower mileage vehicles will replace vehicles used for training.

During the FY22 budget process, based on vendor pricing obtained in April 2021, the City Council allocated \$372,000.00 to replace the police vehicles. The cost to replace the six (6) Chevrolet Tahoe PPVs (Police Pursuit Vehicles) is \$465,898 through the BuyBoard Purchasing Cooperative. Therefore, there is a budget shortfall of \$93,898.00, which can be alleviated by using reallocated funding due to deferred equipment purchases.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids to purchase the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code, Chapters 271 and 791, allows for government agencies to voluntarily participate in these cooperative agreement arrangements.

FUNDING SOURCE:

ORG and Object Number

016-700885

Available Budget

\$372,000.00

Purchase Amount

\$465,898.00

After Encumber

-\$93,898.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$465,898.00 to procure six (6) Chevrolet Tahoe PPVs and approve an **amendment** to the FY22 budget for the purchase of police patrol vehicles from \$372,000.00 to \$465,898.00 in ORG/OBJ Number 016-700885.
2. Do not approve the use of fund balance and approve funding in the originally budgeted amount of up to \$372,000.00 to procure four (4) Chevrolet Tahoe PPVs.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-003 - Purchase of Chevrolet Tahoe Police Pursuit Vehicles](#)

RESOLUTION NO. 2022-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH CALDWELL COUNTRY CHEVROLET, LLC THROUGH BUYBOARD CONTRACT #601-19, TO APPROVE PROCUREMENT OF SIX CHEVROLET TAHOES PPVS IN THE TOTAL EXPENDITURE AMOUNT OF \$465,898.00 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE THE APPROPRIATE PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with The Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, and a contract was awarded to Caldwell Country Chevrolet, LLC; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and approve the procurement of six (6) Chevrolet Tahoe PPVs from Caldwell Country Chevrolet, LLC through BuyBoard Contract #601-19.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville hereby awards a bid and approves the procurement of six (6) Chevrolet Tahoe PPVs from Caldwell Country Chevrolet, LLC through BuyBoard Contract #601-19 in the expenditure amount of \$465,898.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 1, 2021

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor BuyBoard
Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

EXHIBIT B

QUOTE# 00AA-EVS2411436		CONTRACT PRICING WORKSHEET			
End User: CITY OF DUNCANVILLE		Contractor: CALDWELL COUNTRY			
Contact Name: BRANDON TRUESDALE ASA LOW		CALDWELL COUNTRY			
Email: BTRUESDALE@SIDDONS-MARTIN.COM ALOW@DUNCANVILLE.COM		Prepared By: Averyt Knapp			
Phone #: 281-219-1920 972-780-5062 (ASA LOW)		Email: aknapp@caldwellcountry.com			
Fax #: 281-219-2560		Phone #: 800-299-7283 or 979-567-6116			
Location City & State: DUNCANVILLE, TX		Fax #: 979-567-0853			
Date Prepared: JANUARY 31, 2022		Address: P. O. Box 27, Caldwell, TX 77836			
Contract Number: BUY BOARD #601-19		Tax ID # 14-1856872			
Product Description : 2023 CHEVROLET TAHOE PPV 4X2 CC10706					
A Base Price & Options:					\$40,275
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	LH LED SPOTLIGHT, PPV-4X2, 5.3LV8, 10- SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, CLOTH BUCKET FRONT, FULL RUBBER FLOOR, AMFM- STEREO W/BLUETOOTH, AIR CONDITION FRONT/REAR, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW PACKAGE, REAR VISION CAMERA, FLASHER SYSTEM HEADLAMP AND TAILLAMP DRL COMPATIBLE W/CONTROL WIRE, CALIBRATION SURVEILLANCE MODE INTERIOR LIGHTING, CALIBRATION TAILLAMP FLASHER RED/WHITE, CALIBRATION TAILLAMP FLASHER RED/RED	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	SIDDONS EVS2411436 LOGISTICS	\$35,668 \$1,640			
Page 4 of 7					

Subtotal B					\$37,308
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$77,583
Quantity Ordered					6
X					\$465,498
Subtotal E					
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$465,898
Estimated Delivery Date:					360-480 DAYS APPX

EXHIBIT C1

Asa Low

From: Danny Mireles <dmireles@gunnauto.com>
Sent: Monday, March 7, 2022 5:38 PM
To: Asa Low
Subject: Re: Tahoe PPV quote for City of Duncanville

I do not have the PPV on the Buy Board Contract.

Danny Mireles

Government Fleet & Commercial Sales

Gunn Nissan, Ltd

750 NE Loop 410

San Antonio, Texas 78209

O# 210-599-5000 ext 2059

C# 210-889-8356

Dmireles @gunnauto.com



From: Asa Low <alow@duncanville.com>
Sent: Monday, March 7, 2022 4:35 PM
To: Danny Mireles <dmireles@gunnauto.com>
Subject: Tahoe PPV quote for City of Duncanville

Mr. Mireles,

We are wanting to obtain quotes for the Tahoe PPV for our police department through BuyBoard contract 601-19. Attached is a spec sheet for the Tahoe. Please let me know if there is anything else you need.

Thank you,

Asa E. Low, III
Equipment Services Superintendent



330 Shady Trail Drive

EXHIBIT C2

Asa Low

From: Richard Hyder <rhyder.cowboyfleet@gmail.com>
Sent: Thursday, March 10, 2022 11:49 AM
To: Asa Low
Subject: Fwd: Tahoe PPV quote for City of Duncanville
Attachments: 2023 POLICE TAHOE SPECIFICATION SHEET.docx; DUNCANVILLE TAHOE PPV 2WD TIPS 031022.xls

Asa,

Unfortunately, we don't have the Tahoe PPV through the BuyBoard contract. We do have the Tahoe PPV through the TIPS (ESC Region VIII) contract so I quoted through their contract 210907. We find the TIPS contract and personnel to be very easy to work with. They might be a good coop contract to consider adding to your arsenal.

Please let me know if you have any questions or need anything else.

Take care,

Richard Hyder
 Silsbee Fleet Group
 Silsbee Ford/Silsbee Toyota
 cell 409.300.1385
 fax 409.895.3884
rhyder.cowboyfleet@gmail.com
www.silsbeefleet.com

----- Forwarded message -----

From: **Rick Brown** <rbrown.silsbeefleet@gmail.com>
 Date: Mon, Mar 7, 2022 at 4:42 PM
 Subject: Fwd: Tahoe PPV quote for City of Duncanville
 To: Richard Hyder <rhyder.cowboyfleet@gmail.com>

Rick Brown
 Silsbee Fleet Group
 Cell 409.659.1555
 Fax 409.895.3884
rbrown.silsbeefleet@gmail.com
www.SilsbeeFleet.com



----- Forwarded message -----
 From: **Asa Low** <alow@duncanville.com>



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Conduct a Public Hearing (2022-04) for consideration and action regarding the request of Pedro Espinoza, applicant and owner, to include a Specific Use Permit "SUP" for a Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, more commonly known as 622 West Camp Wisdom Road, Duncanville, Dallas County, Texas.

STAFF RESPONSIBLE:

Skye Thibodeaux, City Planner, AICP

BACKGROUND/HISTORY:

Comprehensive Plan

The subject property has a Future Land Use Designation of Low Density Residential. The Plan states that low density residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre.

The Plan goes on to list the following policies to guide low density areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the City.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

This request is in conformance with the Comprehensive Plan as the proposed accessory use is for the purpose of an existing single-family residence.

Project Scope

As shown on the site plan and material exhibits, the proposed carport is designed to be in conformance with associated standards such as lot orientation, setbacks, and materials.

Parking

The Zoning Ordinance requires two (2) unenclosed, paved parking spaces plus a one or two-car garage or Porte Cochere. Section 4.04.B.3.(Single-Family and Townhome Parking Accommodations) of the Ordinance provides an exception that states "Exception: A carport may be provided in lieu of a garage or Porte Cochere upon approval of a Specific Use Permit."

This request, if approved, would be in conformance with this language.

Surrounding Land Use

The subject property is surrounded on all sides by existing single-family residences. To the north, west and south of the subject property is zoned SF-10 Single-Family Residential District and to the west of the subject property is zoned SF-7 Single-Family Residential District.

Zoning and Land Use

Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

Recommendation

At the March 14, 2022, Planning & Zoning Commission Meeting, the Commission recommended approval of the request unanimously.

POLICY EXPLANATION:

As of this writing, only one (1) response has been received in favor of this request. Letters will be received until Tuesday, April 5, 2022, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:**ORG and Object Number**

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approved of Ordinance.
2. Do not approve Ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Site Maps](#)

[Attachment 3 - Site Plan & Material Exhibits](#)

[Attachment 4 - Letter From Applicant](#)
[Attachment 5 - Letter to Property Owners Within 200 Feet](#)
[Attachment 6 - List of Owners Within 200 Feet](#)
[Attachment 7 - Ordinance No. - 2430 - Brief Description](#)

Attachment 1

Advertise 1 time - By March 2

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION
ZONING FILE #2022-04

A public hearing will be held before the Planning & Zoning Commission on Monday, March 14, 2022, at 7:00 p.m. and before the City Council on Tuesday, April 5, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas. Hearings are to hear a request of Pedro Espinoza, Applicant and Owner, to include a Specific Use Permit "SUP" to allow the use of Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, City of Duncanville, Dallas County, Texas, more commonly known as 626 West Camp Wisdom Road.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

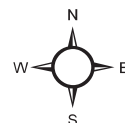
CITY OF DUNCANVILLE
Kristin Downs
City Secretary

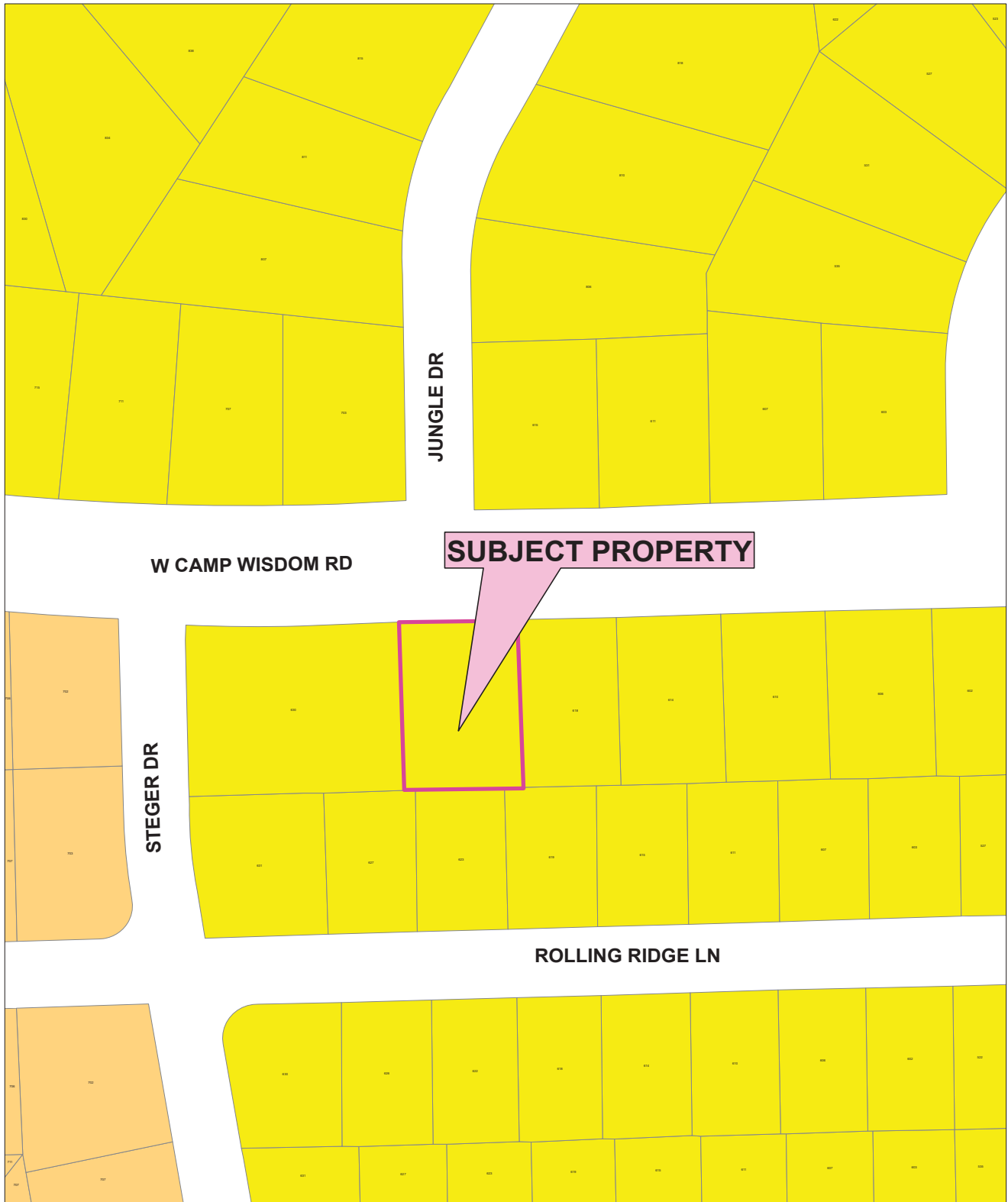
Skye Thibodeaux, AICP
Secretary, Planning and Zoning Commission

Attachment 2

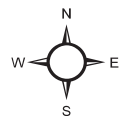


**Proposed Zoning Change
Aerial Location
622 West Camp Wisdom Road**





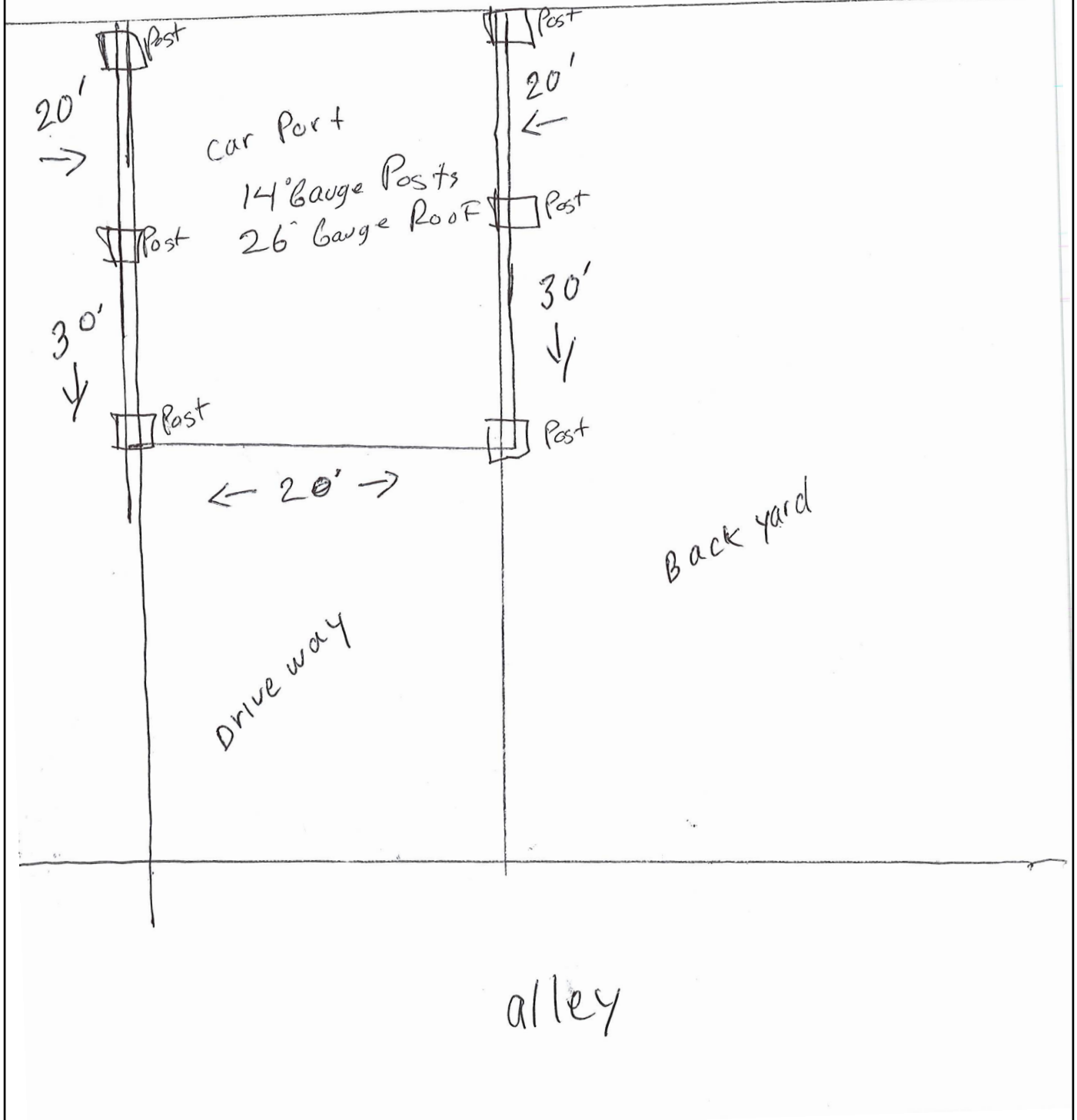
**ZONING CASE 2022-04
SUP REQUEST
FOR CARPORT**



Attachment 3

Pedro ESPINOZA
622 W Camp Wilson
Duncanville TX 75116

House



ACCESSORY BUILDING QUESTIONNAIRE

Maximum
1000 sq ft
3 builds

PRE-EXISTING ACCESSORY BUILDINGS

(Not to include the building covered by this permit application.)

Do you currently have accessory buildings at this location? yes

If yes,

How many buildings are present? 1

What is the usage? storage

What are the dimensions? 12' x 18' = 216

PROPOSED NEW ACCESSORY BUILDING

Size of proposed structure: 20' W feet x 30' L feet = 600 sq. height 10' ft.

ACCESSORY BUILDING CANNOT EXCEED 16 FEET IN HEIGHT

Check one that applies: ☐ Anchored to a concrete slab 3" thick reinforced with #3 rebar
☒ Anchored to all corners via 12" x 12" x 18 concrete piers
☐ Other (Please specify): _____

Will the building be provided with electrical or plumbing system? No

If yes, provide description: _____

What exterior wall covering will this building have? None

What roofing material will this building have? metal 21 gauge steel
(Minimum 26-gauge steel or aluminum) roof 12 gauge port & l

Will the building have a door large enough for a vehicle to enter? _____

What is the intended use of the building?

☐ Domestic Storage
☐ Living Quarters
☒ Carport Only – No Side Walls
☐ Other (Please Specify): _____

Location of proposed portable/accessory structure:

Lot size: 92' W x 150' L 14197
Distance from side property lines: 10' feet and 62' feet
Distance from rear property lines: 48' feet
Distance from any other structure on the property: 40' feet

Attachment 4

To whom this may concern,

My name is Pedro Espinoza and I am soliciting a permit to build a carport in the back of my home. My address is 622 W. Camp Wisdom Rd. Duncanville Texas 75116. It will be constructed by a metal base and metal sheet roof. The carport will be placed in the back alley way in the driveway close to the house. I have attached a sketch of the house in the following paperwork. The measurements will be 20ft.Wide X 30ft. Long. I ask that you please grant me permission to make the following addition to my home.

Sincerely,

Pedro Espinoza

Pedro Espinoza 01/02/22

Attachment 5

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



March 2, 2022

Zoning File: 2022-04

Dear Property Owner:

Pedro Espinoza, Applicant and Owner, is requesting to include a Specific Use Permit "SUP" to allow the use of Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, City of Duncanville, Dallas County, Texas, more commonly known as 622 West Camp Wisdom Road.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The Planning and Zoning Commission will hold a public hearing on Monday, March 14, 2022, at 7:00 p.m. and a City Council public hearing on Tuesday, April 5, 2022, at 7:00 p.m. in the City Hall Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by April 5, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Skye Thibodeaux", written over a faint, horizontal, oval-shaped line.

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

División de Planificación de la Ciudad de Duncanville
Servicios de Desarrollo
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com



Marzo 2, 2022

Archivo de Zonificación: 2022-04

Estimado propietario:

Pedro Espinoza, solicitante y propietario, está solicitando incluir un Permiso de Uso Específico "SUP" para Cochera en Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, Ciudad de Duncanville, Condado de Dallas, Texas, más comúnmente conocido como 622 West Camp Wisdom Road.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 14 de Marzo de 2022, a las 7:00 p.m. y una audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Abril de 2022, a las 7:00 p.m. en las Cámaras del Consejo del Ayuntamiento, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 5 de Abril de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico sthibodeaux@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2022-04 Pedro Espinoza, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, more commonly known as 622 West Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a carport.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, March 14, 2022, at 7:00 p.m., and a City Council public hearing will be held on Tuesday, April 5, 2022, at 7:00 p.m., at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by April 5, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** of granting the zoning request.

_____ ***Not in favor*** of granting the zoning request.

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

*Comisión de Planificación y Zonificación
Ciudad de Duncanville
A la atención de: Servicios de Desarrollo
PO Box 380280
Duncanville, TX 75138-0280*

Caso No. 2022-04 Pedro Espinoza, Solicitante y propietario, está solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir Cochera en Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, más comúnmente conocido como 622 West Camp Wisdom Road, en la ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es permitir una cochera.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 14 de Marzo de 2022, a las 7:00 p.m., y una audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Abril de 2022, a las 7:00 p.m., en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 5 de Abril de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

☐ **A favor** de conceder la solicitud de zonificación.

☐ **No a favor** de otorgar la solicitud de zonificación.

Mis razones son las siguientes:

1).

2).

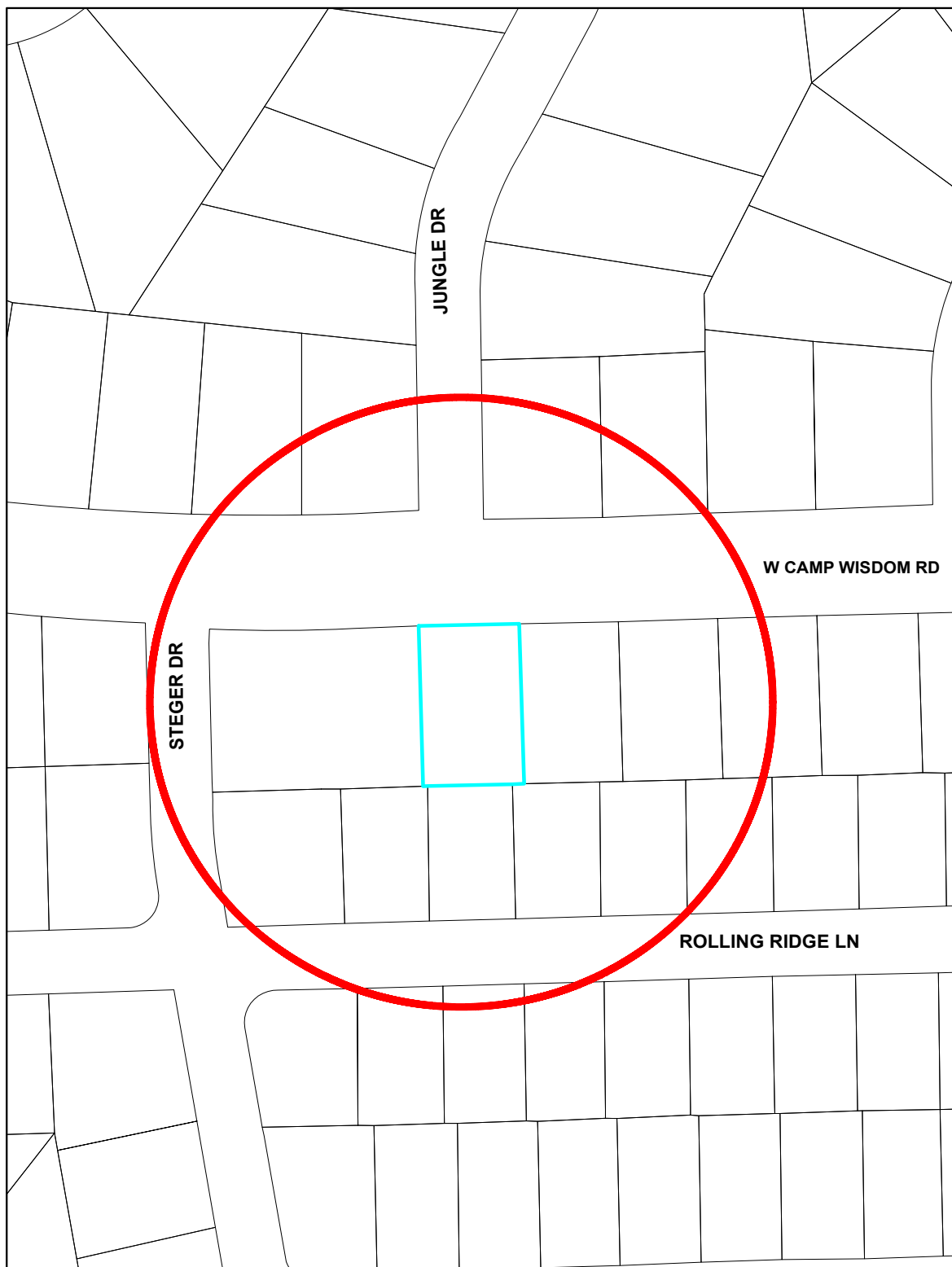
3).

Nombre impreso: _____

Dirección: _____

Firma: _____

Fecha: _____



03/08/2022
RECEIVED
LR

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-04 Pedro Espinoza, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, more commonly known as 622 West Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for a carport.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, March 14, 2022, at 7:00 p.m., and a City Council public hearing will be held on Tuesday, April 5, 2022, at 7:00 p.m., at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by April 5, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

☒ **In favor** of granting the zoning request.
☐ **Not in favor** of granting the zoning request.

My reasons are as follows:

- 1).
- 2).
- 3).

Printed Name: Larry J. Norwood Address: 615 Rolling Ridge Ln. Denville, Tx.
Signature: Larry J. Norwood Date: 2-4-2022 75116-3237

Attachment 6

OH YOHAN &
611 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162544

LANZANI DANIELE
703 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

BANKS CHARITY
626 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163238

GUMPERT DORIS E
623 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

BOWERS SUZANNE
611 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

BELL JACQUELINE S
618 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162545

MORENO EVA
615 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162544

RIMMER JUDITH A
618 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163238

RENO GRACE
631 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

ALTAMIRANO LUCIA PATRICIA
619 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

NEWCOMER VERA EST OF
610 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162545

ESPINOZA PEDRO &
622 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162545

SHELTON SUN AE
707 CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

JOSEPH BILLYE HARRISON
622 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163238

WRIGHT MARY
627 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

NORWOOD LARRY J
615 ROLLING RIDGE LN
DUNCANVILLE, TEXAS 751163237

PHONGSAVANH KHAN &
614 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162545

FYFFE MALISA SMITHERMAN
1110 NEWCASTLE DR
MIDLOTHIAN, TEXAS 760652381

ORDINANCE NO. 2430

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SINGLE FAMILY RESIDENTIAL "SF-10" DISTRICT ZONING TO INCLUDE A SPECIFIC USE PERMIT "SUP" FOR A CARPORT ON IRWIN KEASLER DEV RED BIRD 4, BLOCK 16, LOT 3, MORE COMMONLY KNOWN AS 622 W CAMP WISDOM ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Single Family Residential "SF-10" District zoning to include a Specific Use Permit "SUP" for a Carport on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, City of Duncanville, Dallas County, Texas, more commonly known as 622 West Camp Wisdom Road, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, as special conditions and as amended herein, subject to the following additional special conditions:

- A. The carport shall be located in the rear driveway.
- B. That shall not exceed the dimensions of 20X30
- C. Shall be constructed of the materials as set forth in the application for the special use permit.
- D. Obtain the required building permit and comply with the applicable building code.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this specific use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Approximately 0.33 acre on Irwin Keasler Dev Red Bird 4, Block 16, Lot 3, more commonly known as 622 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution approving the Economic Development Grant agreement by and between Duncanville Community and Economic Development Corporation (DCEDC) and Wheatland Duncanville, LLC (Wheatland) in an amount not to exceed of \$1,500,000.00, which is attached hereto and incorporated herein as Exhibit "A"; approving a collateral assignment of deposit account and Secretary's Certificate of DCEDC and in favor of Texas Brand Bank in the amount of \$500,000.00, as Exhibit "B" attached hereto and incorporated herein; authorizing an agreement with Wheatland Duncanville, LLC for the property located at Lot A, Block 1 of the Wheatland Shopping Center Addition, Duncanville, Texas as Exhibit "C" attached hereto and incorporated herein.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Agustin "Gus" Garcia, CEcD, EDPF; Managing Director, Development Services

BACKGROUND/HISTORY:

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995 as a Type B Development Corporation as defined in the Development Corporation Act (Title 12, Subtitle C, Texas Local Government, as amended), hereinafter referred to as "the Act". The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan to incentive business growth, expansion, retention, recruitment, and investment.

Mr. Monte Anderson, with Options Real Estate, was presented with an opportunity to purchase 402 E. Wheatland Road, hereinafter referred to as "Wheatland Plaza". Wheatland Plaza has for a considerable amount of time been neglected and not well maintained. Mr. Anderson approached the DCEDC regarding this potential project and project details and discussions commenced. The Project, known as Project Read, was presented to the DCEDC board in closed executive session on January 24, 2022, but the project details had not been developed yet. The project, with more concert details regarding aesthetic appearance and financing figures, was presented to Council in closed executive session on February 15, 2022. On March 14, 2022, during a joint session of DCEDC and the Duncanville City Council, there was joint action to authorize the Managing Director of Development Services, Agustin "Gus" Garcia, to enter negotiations with Mr. Anderson and his team to pursue this project. During this period, a town hall took place on March 20, 2022, with many dozens of community members participating. The result of this town hall was overwhelming support for the project. As the project details have been finalized, and reviewed by the City's legal counsel, the next step is to authorize the expenditures of funds.

POLICY EXPLANATION:

The total purchase price of property that Mr. Anderson has to pay is \$7,520,000. While Mr. Anderson has been able to secure bank loans for this amount, he is required to put up \$2,510,000 cash to close

and secure the loan. Mr. Anderson will be supplying \$1,010,000 of his own money, but maintains a financing gap of \$1,500,000. Seeking assistance from the DCEDC, the DCEDC will be providing cash capital totaling \$2,000,000 to Wheatland Duncanville, LLC in the form of \$1,500,000 to assist Mr. Anderson to close on the purchase of the property. \$500,000 will be provided in the form of a Certificate of Deposit (CD) to satisfy the lender, so that the DCEDC does not have to co-sign any loan agreements.

To partner with the DCEDC, Wheatland Duncanville, LLC was created for this project by Mr. Anderson. Thus, the \$2,000,000 provided by the DCEDC would be provided to Wheatland Duncanville, LLC, held by Texas Brand Bank.

There are several provisions to protect the DCEDC from any further obligations on this project and partnership. The sole expectation of the DCEDC is the \$1.5 million and \$500k CD. The DCEDC is expected to be bought out of its investment within three (3) years after execution of this Resolution. In the event the DCEDC is not bought out within this timeframe, certain provisions shall be in place, described within the attached exhibits, that will enable the DCEDC to earn back its investment.

FUNDING SOURCE:

ORG and Object Number

012 Economic Development Fund -

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$5,027,714.52	\$2,000,000	\$3,027,714.52

ACTION ALTERNATIVES:

1. Approved Resolution.
2. Do not approve Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-030 - Wheatland Plaza](#)

RESOLUTION NO. 2022-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND BETWEEN DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) AND WHEATLAND DUNCANVILLE, LLC (WHEATLAND) IN AN AMOUNT NOT TO EXCEED OF \$1,500,000.00, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; APPROVING A COLLATERAL ASSIGNMENT OF DEPOSIT ACCOUNT AND SECRETARY'S CERTIFICATE OF DCEDC AND IN FAVOR OF TEXAS BRAND BANK IN THE AMOUNT OF \$500,000.00, AS EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING AN AGREEMENT WITH WHEATLAND DUNCANVILLE, LLC FOR THE PROPERTY LOCATED AT LOT A, BLOCK 1 OF THE WHEATLAND SHOPPING CENTER ADDITION, DUNCANVILLE, TEXAS AS EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas has specific oversight of the Board of Directors of the Duncanville Community and Economic Development Corporation (DCEDC); and,

WHEREAS, the City Council has reviewed the Economic Development Grant, Collateral Security Agreement and Agreement by and between DUNCO Ltd, DCEDC and Wheatland Duncanville, LLC; and,

WHEREAS, the Duncanville City Council, after consideration believes that said documents should be approved to enhance the business community and renovation of the Project identified therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves an Economic Development Grant Agreement by and between the Duncanville Community and Economic Development Corporation (DCEDC) and Wheatland Duncanville, LLC in an amount not to exceed one and one-half million dollars (\$1,500,000.00), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves a Collateral Assignment of Deposit Account and Secretary's Certificate of Duncanville Community and Economic Development Corporation (DCEDC) and in favor

of Texas Brand Bank in the amount of five hundred thousand dollars (\$500,000.00), which is attached hereto and incorporated herein as Exhibit "B".

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves an agreement with Wheatland Duncanville, LLC for property located at Lot A, Block 1 of the Wheatland Shopping Center Addition, Duncanville, Texas as Exhibit "C" which is attached hereto and incorporated herein.

SECTION 4. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

Consider a Resolution approving the Sign Control Board Grant of a variance to Navy Federal Credit Union allowing wall signs to be installed on the south and east elevations at 280 West Highway 67 Duncanville, TX.

STAFF RESPONSIBLE:

Jeremy Tennant, Director of Neighborhood Services
Randolph Goucher, CBO, Building Official

BACKGROUND/HISTORY:

Mr. Sergio Contreras representing Navy Federal Credit Union located at 280 West Highway 67 Duncanville TX, is requesting a variance to the Sign Ordinance Section 16A-37(d)(1) and Section 16A-22(f)(6) to allow for two wall signs, one each on the south and east (rear) elevations.

POLICY EXPLANATION:

Section 16A-22 – Prohibited signs and activities

Per. Section 16A-22(f)(6) No signs of any type are permitted on the rear wall of any structure.

Exceptions:

a. One wall sign which displays the name and telephone number of the business may be displayed on the rear wall of a business located on a property adjacent to the right-of-way of Interstate Highway 20 or U.S. Highway 67.

b. One wall sign used as a menu board may be displayed on the rear wall of a structure.

Per. Section 16A-37(d) Maximum Area: (1) The total square footage of all wall signs on a structure may not exceed the horizontal linear measurement of the display frontage of that structure. When the display frontage includes more than one wall, the total square footage of all wall signs on any one wall of the structure may not exceed the horizontal linear measurement of the wall upon which erected.

Definition: Display Frontage. The length of that side of a structure through which the majority of customers, patrons or visitors enter the structure. Also, any wall of a structure adjacent to a public way or public access area no less than 70 percent of the area of which is composed of clear glass windows or doors.

The Sign Control Board held a Public Hearing on March 10, 2022, to consider the request of Sergio Contreras representing Navy Federal Credit Union located at 280 West Highway 67 Duncanville TX,

requesting a variance to the Sign Ordinance Section 16A-37(c) to allow for two wall signs one each on the south and east (rear) elevations.

No one spoke in opposition.

After some discussion, the Sign Control Board voted unanimously to grant the sign variance request for Navy Federal Credit Union.

Council approval is required to allow Navy Federal Credit Union to allow wall signs to be installed on the south and east (rear) elevations at 280 West Highway 67 Duncanville, Texas.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

The Sign Control Board recommends approval of a Resolution a variance allowing wall signs to be installed on the South and East (rear) elevations at 280 West Highway 67 Duncanville, TX.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-026 - Sign Control - Navy Federal - 280 West Highway 67](#)

RESOLUTION NO. 2022-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ACCEPT AND APPROVE THE SIGN CONTROL BOARD GRANT OF VARIANCE TO ALLOW THE PLACEMENT OF A 600 SQUARE FOOT WALL SIGN ON THE REAR WALL OF THE STRUCTURE, AND ONE ON THE SOUTH ELEVATION, NOT CONSIDERED BUILDING DISPLAY FRONTAGE. TO THE PROPERTY OWNER FOR REAL PROPERTY AS DEPICTED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE THE REQUIRED PERMITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Navy Federal Credit Union, is herein referred to as "the Owner" of the property located at 280 West Highway 67, Duncanville, Texas. herein referred to as "the Property"; and

WHEREAS, the placement of a wall sign on the rear wall of the structure is not allowed by ordinance Sec. 16A-22 (f) (6) and, 16A-37 "display frontage" as reflected in Exhibit 'A'; and not allowed on walls that are not considered building display frontage; and

WHEREAS, Sergio Contreras, Sign Contractor for Navy Federal Credit Union, appeared at a public hearing before the City's Sign Control Board; and

WHEREAS, the Sign Control Board recommended approval of the above request by Sergio Contreras.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City of Duncanville, Texas, hereby accepts and approves the Duncanville Sign Control Board grant of variance to allow the placement of a 600 square foot wall sign on the rear wall of the structure, and one on the south elevation not considered building display frontage, to the property owner for real property as depicted in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager and designee, to issue the required permits in accordance with this Resolution and the Code of Ordinances.

SECTION 3. The Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

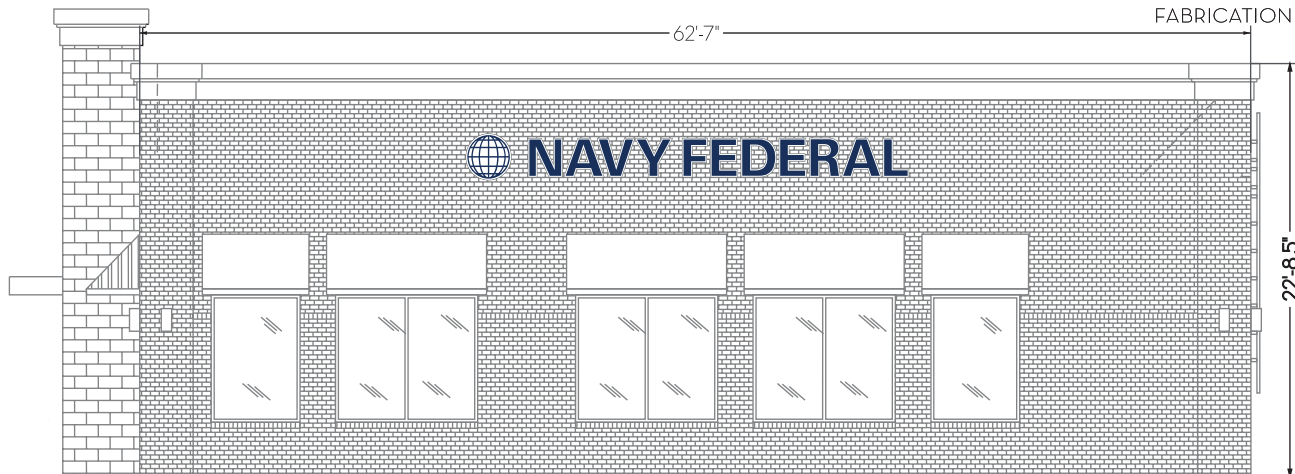
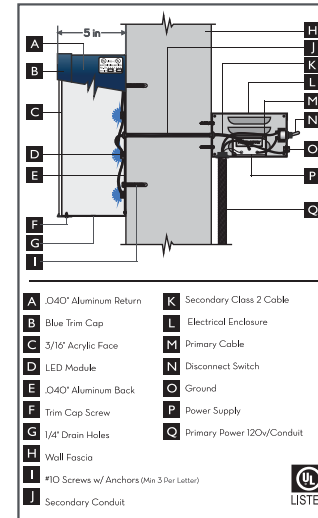
APPROVED AS TO FORM:

Robert E. Hager, City Attorney



NAVY FEDERAL

EXHIBIT A



SOUTH ELEVATION DRAWING

Client	Navy Federal Credit Union
Project	
Job Info	Job Site: 280 W Hwy 67 Frontage Duncanville, TX 75137
Reference	D2 - South Channel Letters Quantity - One (1) Dimensions - H: 30"/L: 299" Total Square Feet - 51.2'
Construction	5" Deep aluminum channel letters with 3/16" white acrylic faces and 3630-36 Translucent blue vinyl overlay. 1" White Trimcap and .040" White Aluminum returns w/white LED internal illumination. - Mounts flush to wall. Transformer placement is below roofline. Primary electrical requirement is 120 Volt 20 Amp. Dedicated circuit installed within 10 ft of sign.
Colors	☐ White ☒ Pantone: PMS 540C
Revisions	
CLEAR SIGN & DESIGN, INC. 170 Navajo St., San Marcos, CA 92078 (t) 760.736.8111 (f) 760.736.8121 Lic #: 745954 clearsigns.com	

Exhibit A - 280 W. Hwy 67. Navy Federal Credit Union

Sec. 16A-1. - Title.

These regulations shall be known as the Duncanville Sign Ordinance, may be cited as such, and will be referred to herein as "this chapter."

The regulations of this chapter are intended to coordinate the use, placement, physical dimensions and design of all signs within the city. The purpose of these regulations is to promote the public health, safety and welfare, and develop an appropriate visual appearance within the city by:

- (1) Protecting the public from damage or injury caused by signs which are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs; and
- (2) Maintaining property values by eliminating signs that are incompatible with the surrounding land uses; and
- (3) Encouraging a viable economic environment through uniform control of signs; and
- (4) Facilitating communication by means of well-designed and proportioned signage; and
- (5) Encouraging quality sign design to promote a better visual environment; and
- (6) Enhancing the physical appearance of the city through a program that ensures the removal of inadequately maintained illegal signs within a reasonable time period.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-22. - Prohibited signs and activities.

(f) Miscellaneous prohibitions.

(6) No signs of any type are permitted on the rear wall of any structure.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 5, 4-4-06; Ord. No. 2106, §§ 3, 4, 2-16-10; Ord. No. 2136, § 2, 3-15-11; Ord. No. 2173, § 2, 4-17-12)

Sec. 16A-37. - Wall signs.

(d)Maximum area: (1) The total square footage of all wall signs on a structure may not exceed the horizontal linear measurement of the display frontage of that structure. When the display frontage includes more than one wall, the total square footage of all wall signs on any one wall of the structure may not exceed the horizontal linear measurement of the wall upon which erected.

Display frontage. The length of that side of a structure through which the majority of customers, patrons or visitors enter the structure. Also, any wall of a structure adjacent to a public way or public access area no less than 70 percent of the area of which is composed of clear glass windows or doors.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 10, 4-4-06; Ord. No. 2106, § 6, 2-16-10; Ord. No. 2130, § 2, 11-16-10)



STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

A Resolution approving the Sign Control Board Grant a variance to Automann allowing a second monument sign on the same frontage to be installed at 1250 North Duncanville Road Duncanville, Texas.

STAFF RESPONSIBLE:

Jeremy Tennant, Director of Neighborhood Services
Randolph Goucher, CBO, Building Official

BACKGROUND/HISTORY:

Mr. Michael Gary representing Automann located at 1250 North Duncanville Road Duncanville, Texas, is requesting a variance to the Sign Ordinance Section 16A-31(f) which allows one monument sign per street frontage.

POLICY EXPLANATION:

Per Section 16A-31(f) Maximum number: One per street frontage

This is a request to allow a second monument sign at the southern entrance.

Exceptions:

1. Directory, one per entrance
2. Menu board, two per drive-thru window

Definition: Monument Sign. A permanent sign having a low profile and made of stone, metal, wood, brick, or other materials approved by the Building Official. A monument sign shall be solid from the ground up, and all supports shall be concealed.

The Sign Control Board held a Public Hearing on March 10, 2022, to consider the request of Michael Gary representing Automann located at 1250 North Duncanville Road Duncanville, Texas, requesting a variance to the Sign Ordinance Section 16A-31(f) to allow for a second monument sign on the frontage.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve Resolution approving the Sign Control Board Grant a variance to Automann.
2. Do not approve Resolution approving the Sign Control Board Grant a variance to Automann.
3. Other Action as Directed by City Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-028 - Sign Control - Automann - 1250 North Duncanville](#)

RESOLUTION NO. 2022-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ACCEPT AND APPROVE THE SIGN CONTROL BOARD GRANT OF VARIANCE FROM THE SIGN REGULATION TO ALLOW A SECOND MONUMENT SIGN ON PROPERTY LOCATED AT 1250 NORTH DUNCANVILLE RD. DUNCANVILLE, TEXAS WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE THE REQUIRED PERMITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Automann is herein referred to as “the Owner” of the property located at 1250 N. Duncanville Rd., Duncanville, TX. herein referred to as “the Property”; and

WHEREAS, only one monument sign is allowed by ordinance Sec. 16A-31 (f) as reflected in Exhibit ‘A’.

WHEREAS, Michael Gary, Sign Contractor for Automann, appeared at a public hearing before the City’s Sign Control Board; and

WHEREAS, the Sign Control Board recommended approval of the above request by Michael Gary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City of Duncanville, Texas, hereby accepts and approves the Duncanville Sign Control Board grant of variance from the sign regulation to allow a second monument sign on property located at 1250 North Duncanville Rd., Duncanville, TX, which is attached hereto and incorporated herein subject to the following conditions:

- a. The sign shall be located on the property in accordance with the attached Site Plan Exhibit which is attached hereto.
- b. The sign shall be 8 feet, 2 inches as measured from the natural grade and be no more than 48 square feet.
- c. Shall be construed in substantial compliance with the elevations plan as set fourth in Exhibit B.
- d. Shall be construed and maintained in compliance with applicable building code(s).

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager and designee, to issue the required permits in accordance with this Resolution and the Code of Ordinances.

SECTION 3. The Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A" 1250 N. Duncanville Rd. Automann

Sec. 16A-1. - Title.

These regulations shall be known as the Duncanville Sign Ordinance, may be cited as such, and will be referred to herein as "this chapter."

The regulations of this chapter are intended to coordinate the use, placement, physical dimensions and design of all signs within the city. The purpose of these regulations is to promote the public health, safety and welfare, and develop an appropriate visual appearance within the city by:

- (1) Protecting the public from damage or injury caused by signs which are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs; and
- (2) Maintaining property values by eliminating signs that are incompatible with the surrounding land uses; and
- (3) Encouraging a viable economic environment through uniform control of signs; and
- (4) Facilitating communication by means of well-designed and proportioned signage; and
- (5) Encouraging quality sign design to promote a better visual environment; and
- (6) Enhancing the physical appearance of the city through a program that ensures the removal of inadequately maintained illegal signs within a reasonable time period.

(Ord. No. 1909, § 1, 10-5-04)

Monument sign. A permanent sign having a low profile and made of stone, metal, wood, brick or other materials approved by the building official. A monument sign shall be solid from the ground up, and all poles or supports shall be concealed.

Sec. 16A-31. - Monument signs.

- (a) Allowed uses: (1) Apartment signs. (2) Bulletin board. (3) Directional. (4) Directory. (5) General business. (6) Menu board. (7) Multi-use. (8) Residential development. (b) Permit: Required. (c) Maximum height: Seven feet, including monument base, measured from ground level. Ground may be bermed or sign placed on a planter a maximum of three feet high as measured from the top of the curb. (d) Maximum area: Seventy square feet. Exception: Menu boards, 56 square feet. (e) Placement: (1) Ten-foot front setback. (2) Not less than 50 feet from any pole sign or other monument sign. (3) Not less than 25 feet from adjacent property. (f) Maximum number: One per street frontage. Exception: (1) Directory, one per entrance. (2) Menu board, two per drive-thru window.
- (g) Duration: Permanent.

(Ord. No. 1909, § 1, 10-5-04)

EXHIBIT B



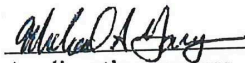
APPLICATION FOR HEARING BEFORE THE SIGN CONTROL BOARD FOR THE CITY OF DUNCANVILLE

Date 02/11/2022Name of Applicant: Giant Sign (Michael Gary)Address of site where sign is to be located: 1250 N Duncanville RdVariance requested: Secondary monument sign- South Elevation

Reason for variance request:

We would like to request a variance for the denial of the second monument sign we applied for. This location is a substantially large warehouse development with numerous semi trucks coming in and out of the property from the main frontage and that frontage being over 850ft long. These two monument signs not only have the name of the business but also serve an important role as it directs the traffic flow of the incoming delivery trucks to the property to separate the Shipping and will call area to the Receiving area."

**PLEASE ATTACH A DRAWING OF THE SIGN ON WHICH THE VARIANCE
IS BEING REQUESTED, INCLUDING THE DIMENSIONS OF THE SIGN AND
A SITE PLAN SHOWING WHERE THE SIGN IS TO BE LOCATED.**


Applicant's signature

Michael Gary
Applicant's Printed Name

11226 Ables Ln Dallas TX 75229
Mailing address of applicant

972-247-4404
Applicant's telephone number

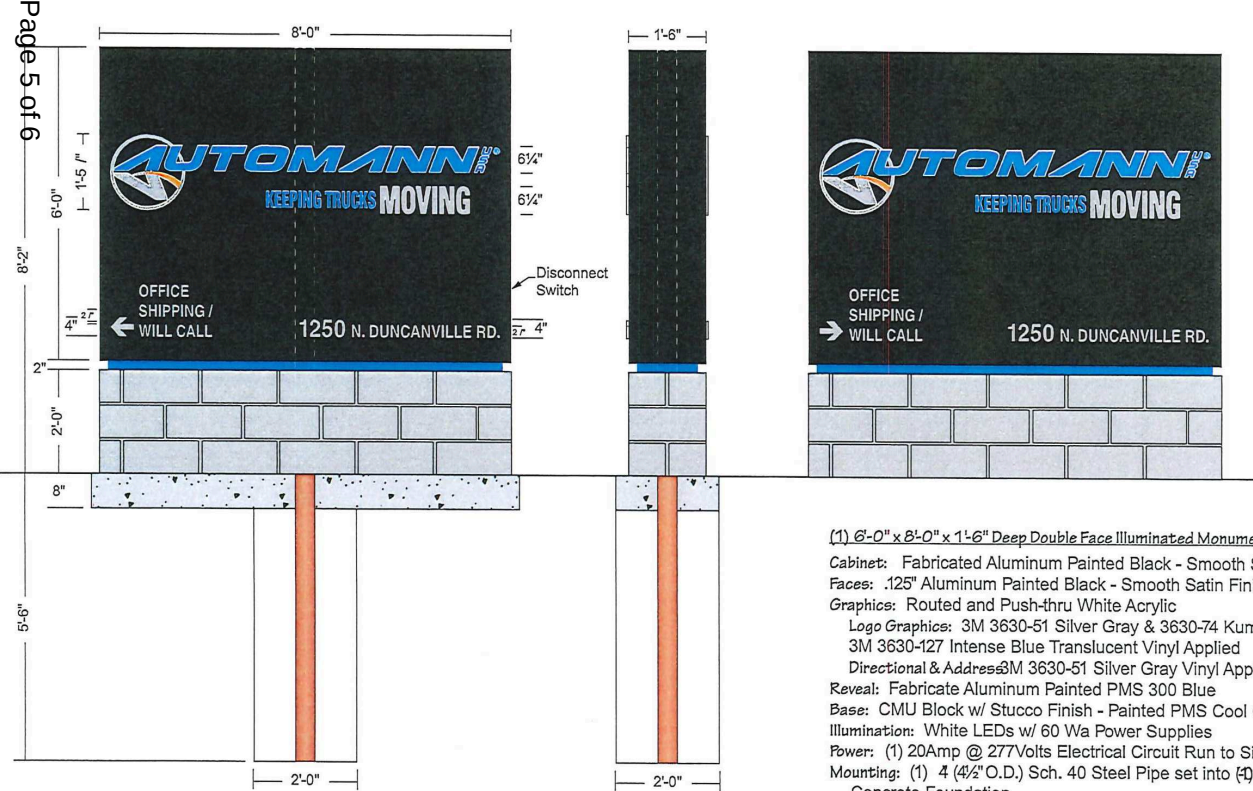
TO BE FILLED IN BY CITY STAFF:

Date of meeting: _____

VARIANCE FEE \$100.00

EXHIBIT B

SOUTH ENTRANCE



(1) 6'-0" x 8'-0" x 1'-6" Deep Double Face Illuminated Monument Sign
Cabinet: Fabricated Aluminum Painted Black - Smooth Satin Finish
Faces: .125" Aluminum Painted Black - Smooth Satin Finish
Graphics: Routed and Push-thru White Acrylic
Logo Graphics: 3M 3630-51 Silver Gray & 3630-74 Kumquat
3M 3630-127 Intense Blue Translucent Vinyl Applied
Directional & Address 3M 3630-51 Silver Gray Vinyl Applied
Reveal: Fabricate Aluminum Painted PMS 300 Blue
Base: CMU Block w/ Stucco Finish - Painted PMS Cool Gray 4
Illumination: White LEDs w/ 60 Wa Power Supplies
Power: (1) 20Amp @ 277Volts Electrical Circuit Run to Site by Others
Mounting: (1) 4 (4 1/2" O.D.) Sch. 40 Steel Pipe set into (4) 2dia. x 66" deep
Concrete Foundation
- (1) 2'-0" W x 8' L x 8" D Reinforced Concrete Pad for Masonry

Parvin-Clauss
SIGN COMPANY

Design • Fabrication • Installation • Maintenance
165 Tubeway Drive • Carol Stream • Illinois 60188
Tel: 630-510-2020 • Fax: 630-510-2074
e-mail: signs@parvinclauss.com
www.parvinclauss.com

PROJECT:



1250 N. Duncanville Rd.
Duncanville, TX 75116

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Lisa Staszak / LS

DRAWN BY

Bill Marlow

DATE

10.07.21

SCALE

1/2" = 1'

SHEET NO.

5 of 5

ESTIMATE / JOB NUMBER

8253

FILE NAME

ATM8253

REVISIONS:

1 10.27.21 - add to s.o.w.

2 11.22.21 - copy / mounting

3 11.30.21

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

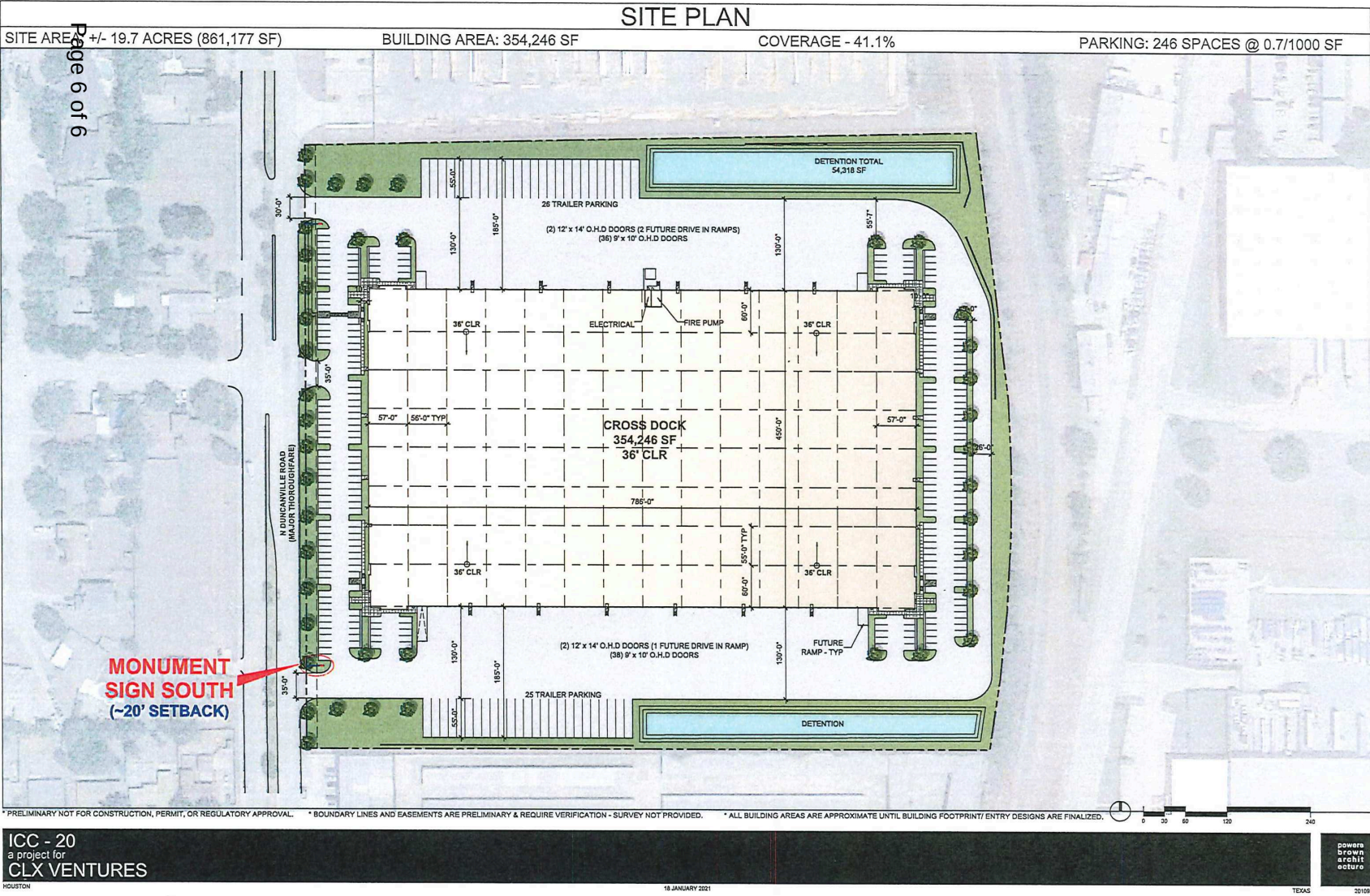


This sign is built to UL Standards for operation in North America.

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EXHIBIT B





STAFF REPORT

MEETING: City Council - 05 Apr 2022

TITLE:

A Resolution allowing Auto Savvy to reface the existing 303 square feet highway sign located at 611 East Interstate Highway 20 Duncanville, TX.

STAFF RESPONSIBLE:

Jeremy Tennant, Director of Neighborhood Services
Randolph Goucher, CBO, Building Official

BACKGROUND/HISTORY:

Mr. Dean Kraus representing Auto Savvy located at 611 East Interstate Highway 20 Duncanville Texas, is requesting a variance to the Sign Ordinance Section 16A-29(d): Maximum area highway sign is 200 square feet.

POLICY EXPLANATION:

Section 16A-29(d): Maximum area highway sign is 200 square feet.

This request is to allow 303 square feet on an existing highway sign to be refaced.

Definition: Highway sign. A pole sign exceeding 25 feet in height or 64 square feet in area placed on property adjacent to Interstate Highway 20, U.S. Highway 67, or any thoroughfare with right-of-way of 250 feet or greater.

The Sign Control Board held a Public Hearing on March 10, 2022, to consider the request of Mr. Dean Kraus representing Auto Savvy located at 611 East Interstate Highway 20 Duncanville, Texas, requesting a variance to the Sign Ordinance Section 16A-29(d) to allow for 303 square feet on an existing highway sign to be refaced.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve Resolution allowing Auto Savvy to reface.
2. Do not approve Resolution allowing Auto Savvy to reface.
3. Other Action as Directed by City Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-029 - Sign Control - Auto Savvy](#)

RESOLUTION NO. 2022-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ACCEPT AND APPROVE THE SIGN CONTROL BOARD GRANT OF 103 SQUARE FOOT VARIANCE TO PERMIT A 303 SQUARE FOOT OF HIGHWAY SIGNAGE FOR REAL PROPERTY LOCATED AT 611 EAST INTERSTATE HIGHWAY 20, DUNCANVILLE, TEXAS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE THE REQUIRED PERMITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Auto Savvy, is herein referred to as “the Owner” of the property located at 611 East Interstate Highway 20, Duncanville, TX. herein referred to as “the Property”; and

WHEREAS, the use of a highway sign in excess of 200 square feet is not allowed by ordinance Sec 16A-29(d) as reflected in Exhibit ‘A’; and

WHEREAS, Dean C. Kraus, Sign Contractor for Auto Savvy, appeared at a public hearing before the City’s Sign Control Board; and

WHEREAS, the Sign Control Board recommended approval of the above request by Dean C. Kraus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City of Duncanville, Texas, hereby accepts and approves the Duncanville Sign Control Board grant of 103 square foot variance to permit a 303 square foot of highway signage for real property located at 611 East Interstate Highway 20, Duncanville, TX, which is attached hereto and incorporated herein subject to the following conditions:

- a. The sign shall be located on the property in accordance with the attached Site Plan Exhibit which is attached hereto.
- b. The sign shall be 303 feet as measured from the natural grade and be no more than 332.50 square feet.
- c. Shall be construed in substantial compliance with the elevations plan as set forth in Exhibit B.
- d. Shall be construed and maintained in compliance with applicable building code(s).

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager and designee, to issue the required permits in accordance with this Resolution and the Code of Ordinances.

SECTION 3. The Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of April, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit “A” 611 E. Interstate Highway 20 Auto Savvy

Sec. 16A-1. - Title.

These regulations shall be known as the Duncanville Sign Ordinance, may be cited as such, and will be referred to herein as "this chapter."

The regulations of this chapter are intended to coordinate the use, placement, physical dimensions and design of all signs within the city. The purpose of these regulations is to promote the public health, safety and welfare, and develop an appropriate visual appearance within the city by:

- (1) Protecting the public from damage or injury caused by signs which are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs; and
- (2) Maintaining property values by eliminating signs that are incompatible with the surrounding land uses; and
- (3) Encouraging a viable economic environment through uniform control of signs; and
- (4) Facilitating communication by means of well-designed and proportioned signage; and
- (5) Encouraging quality sign design to promote a better visual environment; and
- (6) Enhancing the physical appearance of the city through a program that ensures the removal of inadequately maintained illegal signs within a reasonable time period.

(Ord. No. 1909, § 1, 10-5-04)

Highway sign. A pole sign exceeding 25 feet in height or 64 square feet in area placed on property adjacent to Interstate Highway 20, U.S. Highway 67 or any thoroughfare with right-of-way of 250 feet or greater.

Sec. 16A-29. - Highway signs.

- (a) Allowed uses: (1) General business. (2) Multi-use. (3) Directory. (b) Permit: Required. (c) Maximum height: Fifty feet. (1) Signs over ten feet high shall be constructed and designed to: a. Withstand wind pressure of not less than 30 feet per square foot of area. b. Receive dead load as required in the current building code or other city ordinances. (d) Maximum Area: Two hundred square feet. (e) Placement: (1) Fifteen-foot front setback. (2) Not more than 250 feet from the property line of the adjacent highway or thoroughfare. (3) Thirty-foot setback from adjacent nonresidential property. (4) Not less than 100 feet from any other pole sign or 50 feet from any monument sign. (5) Not less than 120 feet from any other highway sign. (6) Not less than 250 feet from adjacent residential property. (f) Maximum number: One per property. (g) Duration: Permanent.

(Ord. No. 1909, § 1, 10-5-04)

EXHIBIT B



**APPLICATION FOR HEARING BEFORE THE SIGN
CONTROL BOARD FOR THE CITY OF DUNCANVILLE**

Date 02-15-2022

Name of Applicant: Dean C Kraus - Hancock Sign Co.

Address of site where sign is to be located: 611 E I-20

Variance requested: To be allowed the use of the existing pylon sign. We will re-face the top portion and remove the electronic message center on the pole cover, replacing it with a static, non-electronic sign. Sign is non-conforming due to being unused longer than 6 months.

Reason for variance request: Was denied use of sign

**PLEASE ATTACH A DRAWING OF THE SIGN ON WHICH THE VARIANCE
IS BEING REQUESTED, INCLUDING THE DIMENSIONS OF THE SIGN AND
A SITE PLAN SHOWING WHERE THE SIGN IS TO BE LOCATED.**

Dean C. Kraus
Applicant's signature

Dean C kraus
Applicant's Printed Name

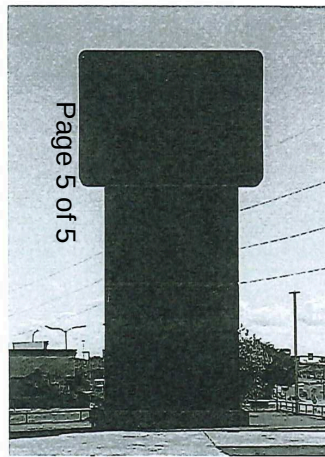
745 109th St Arlington, Tx. 76013
Mailing address of applicant

817-791-2942
Applicant's telephone number

TO BE FILLED IN BY CITY STAFF:

Date of meeting: _____

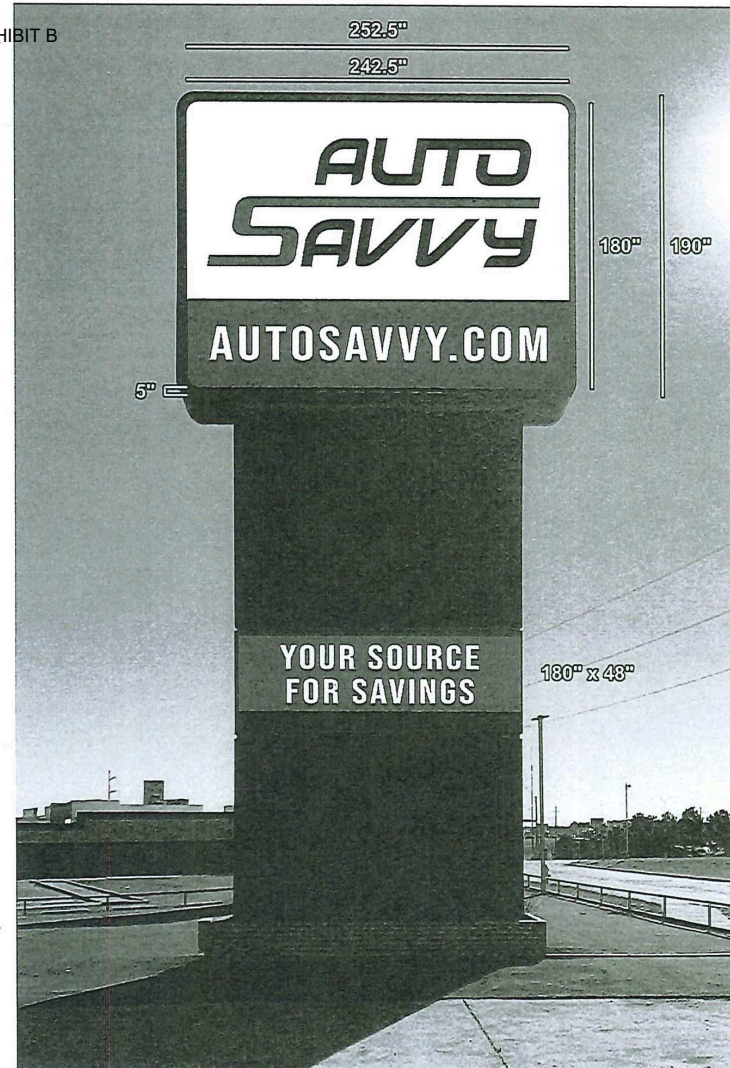
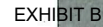
VARIANCE FEE \$100.00



Existing

SCOPE OF WORK

Reface existing using flex face material
on upper sign face.
Reface lower sign face with 1/4" Alumilite
panels and vinyl lettering



Proposed

Dreamscape Printing 245 West 1650N Layton, UT 84041	CLIENT NAME / PROJECT ADDRESS	DRAWN BY:									NOTES
	AutoSavvy	RYAN									
	611 E -I20	DATE:									
	Duncanville, TX.	12/21/21									