



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

AMENDED

Tuesday, May 18, 2021

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 by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, May 18 2021, 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 video conference.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, May 18, 2021, email citysecretary@duncanville.com and title the email “Public Comment – May 18th”. 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 camera and microphone for you 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 technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_cvRIPqI6S2Si_ylyDw4BuA

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.

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

- A. Council update on 2% mid-year compensation increase and year-to-date sales tax.
[Mid-Year Compensation](#)
- B. Discussion on P25 Public Safety Radio Progression. 5 - 7
[P25 Radio System Briefing](#)
- C. Briefing on the request from the City of Dallas to Amend the Interlocal Agreement for Traffic Signal Operations and Maintenance. 8 - 36
[Traffic Signal Operations and Maintenance](#)

EXECUTIVE SESSION

- 1. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government to seek legal advice from the City Attorney regarding cause number CC-21-00211-E styled City of Duncanville v. Tommy Winn, et al filed in the County Court of Law #5 of Dallas County Texas.

OATH OF OFFICE

- 1. Candidates receiving the majority of the votes for their respective districts will be sworn in by the City Secretary, after which each will take their seat on the dais.

RECESS FOR RECEPTION

- 1. Recognize and show appreciation to outgoing Councilmember Monte Anderson, and Councilwoman Johnette Jameson for their service.

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

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. Recognition of Duncanville City Champions.
- B. Recognition of DISD Basketball State Champions.

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 during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, May 18, 2021, email citysecretary@duncanville.com and title the email "Public Comment – May 18th. 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 camera and microphone for you 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 technological issues that may arise.

The City Secretary will still set a two-minute time limit on the comments as they are read.

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 a Resolution approving the terms and conditions of a Professional Engineering Services Agreement PSA-21-021 for Engineering Consulting Design Services for an emergency generator at the Summit Pump Station, with Dunaway Associates, LLC., in the proposed amount of \$76,038.00. 38 - 62
[Design Services PSA 21-021 Summit Pump Station Emergency Generator](#)
- B. Consider a Resolution approving the terms and conditions of a Professional Engineering Services Agreement PSA-21-022 for Engineering Consulting Design Services for the replacement of the water pipeline along Wren Avenue, from Oriole Blvd. to Winding Trail, and the replacement of the water pipeline located in the utility bridge over I-20, adjacent to Oriole Blvd., with Dunaway Associates, LLC., in the proposed amount of \$70,035.00. 63 - 87
[Design Services PSA 21-022 Wren Avenue and Utility Bridge at Oriole Blvd. Water Pipelines Replacement](#)

- C. Consider a Resolution authorizing the first renewal option of IFB-20-018 for Pavement Markings Supply and Installation Services to Elite Striping, LLC, Cedar Hill, Texas in the unit amount bid for an estimated amount of \$123,626.00. 88 - 92
[Renewal Contract for Pavement Markings](#)
- D. Consider a Resolution awarding a bid for the purchase of a Freedom Chevrolet through the Tarrant County Commissioners Interlocal Cooperative Purchasing Contract Bid #2020-174; in the amount not to exceed \$61,864.00. 93 - 102
[Purchasing Agreement with Freedom Chevrolet using Tarrant County Cooperative](#)
- 5. ITEMS FOR INDIVIDUAL CONSIDERATION**
- A. Consider amending Ordinance No. 2390R amending the Master Fee Schedule for Fiscal Year 2020-2021, by amending said Master Fee Schedule, by adding a fee for Non-Residential Specific Use Permit (SUP) Subpart 11 within the Planning/Building Inspections Master Fee Schedule as set forth on the attached Exhibit 'A'. 103 - 110
[Amending Fiscal Year 20-21 Master Fee Schedule](#)
- B. Consider a Resolution selecting Exterior Design Option 2 for the new Fire Station #1. 111 - 114
[Fire Station #1 Exterior Design](#)
- C. Consider a Resolution approving the terms and conditions of PSA-21-031 for Engineering Consultant Services for the Design of Cedar Ridge Rd. Street Reconstruction and Subsurface Utility Improvements from Big Stone Gap Rd. to W. Wheatland Rd. Professional Services Contract, with Dunaway Associates, LLC., in the proposed amount of \$417,035.00. 115 - 148
[Cedar Ridge Road Street Reconstruction and Subsurface Utility Improvements](#)
- D. Take any necessary action as a result of the Executive Session.
- 6. STAFF AND BOARD REPORTS**
- A. Discuss City owned properties. 149 - 152
[City Owned Properties](#)

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, May 14, 2021 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.


 Kristin Downs, City Secretary

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY. DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN. "DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA"



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Discussion on P25 Public Safety Radio Progression.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Mark LiVigni, Interim Police Chief

Matthew Stogner, Acting Assistant Police Chief

Sam Rohde, Fire Chief

Greg Chase, Assistant Fire Chief

BACKGROUND/HISTORY:

Project 25, or P25 as undertaken and promoted by the Association of Public Safety Communication Officials (APCO), is the national standard for public safety digital radio. Having a P25 digital radio system is, or will soon be, a requirement as a prerequisite for the awarding of most federal and state grants. These systems promote interoperability, provide more frequencies to users, and are compatible with most vendors, regardless of the P25 system's infrastructure.

As a partnering regional entity through the Southwest Regional Communication Center (SWRCC), the City of Duncanville public safety agencies; the Duncanville Police Department, the Duncanville Fire Department, and the City of Duncanville Emergency Management function are all connected to a ten-year-old analog radio system which is not P25 compliant. Because of this, our interoperability capabilities with other public safety agencies are limited to those with whom we partner through SWRCC. The reach of our current system is very limited geographically, as well, which leaves our first responders vulnerable.

The City and County of Dallas have been working together, along with Motorola, to stand up a new P25 radio infrastructure. Our regional partners not only tied through SWRCC, but also including the City of Lancaster have been in close discussion with City and County of Dallas officials over the last few years regarding the progress of the building of their P25 radio system. We have been advised they expect to bring their P25 system on-line sometime in the second quarter of 2022. The Dallas system will be comprised of twenty-nine radio towers strategically located throughout the county and will also have robust redundancy built in for protection of the system and its users. The system will have ample room to accommodate southwest Dallas County public safety entities previously mentioned, including Duncanville, and many others. When stood up and implemented, it is anticipated both the Dallas system and the Tarrant County system will be connected to further increase an overall system footprint throughout the entire DFW region. The City of Dallas has drawn up a MOU for cities, such as ours, interested in subscribing to the Dallas P25 radio system. We recently received the proposed Interlocal Agreement (ILA) from the City of Dallas on April 22, 2021. With the direction of our city attorney, we

have returned the ILA to the City of Dallas with some requested changes and/or clarifications we would like to see incorporated into the ILA. Therefore, at this point, that document is not yet available for review.

The Duncanville City Council has expressed the importance of this project to its citizens and first responders and in doing so, has allocated nearly \$1.2 million dollars toward the project thus far. There will be initial capital costs for equipment for public safety agencies of Duncanville as well as cost-sharing for equipment for SWRCC. Further, there will be on-going annual subscription cost to access the Dallas system, as well as equipment replacement cost for items such as degradable batteries. Interfaces from the new radio system into other equipment currently deployed such as alert towers, panic alarms, and SWAT communications mechanisms will also require some ancillary budgeting.

The Dallas P25 infrastructure is being built by Motorola, a reliable giant in the industry. Even though other vendors' equipment could be integrated into a P25 system infrastructure and some have been considered and evaluated, Motorola's aggressive pricing and reliability, coupled with the fact that all features on their P25 radios will coordinate with the Motorola system being built in Dallas, have made Motorola the vendor of choice of the SWRCC-partner cities. Our cities and the City of Lancaster were provided linked, but separate proposals for equipment, programming, and support agreements. Potentially, making such a purchase collectively improves our purchasing leverage. Although the proposal from Motorola is on the Houston-Galveston Council buy board as well as a Tarrant County contract, both of which we can access, Motorola has provided greater potential incentives to gain our business. While Dallas hopes to come on-line themselves with the new system in the 2nd quarter of 2022, they have advised us at this point they do not anticipate allowing user cities to come onboard until August 2022. Even though this sounds like a long time away, it is not, especially when considering a project of this magnitude includes procurement, vast planning coordination, training, and programming of components. Motorola provided us with an 11-month lead time window on equipment that, when combined as a regional purchase, provides the related incentive discount of \$378,962 (discount for equipment and years 2-7 maintenance and service user agreement) if the purchase is completed no later than July 28, 2021.

In June 2020 when the Duncanville City Council was briefed on this project's progress, it was estimated the costs to the city, inclusive of equipment for the city's public safety departments and the city's SWRCC cost-sharing, would be around \$1.978 million dollars. While this figure did include the first year's subscriber fee to the City of Dallas, it did not include warranty and support for years two through seven (2-7), or third-party project management to protect the regional cities interests. Previously, years 2-7 of the warranty and support was quoted between \$50,000.00 and \$58,000.00 per year, increasing every year from two to seven. Additionally, even though there is a dedicated project manager stipulated in the Motorola proposal, the Best Southwest City managers believe a project of this magnitude and involving such technical expertise requires an independent project manager which would ensure each city's interests' and the regional public safety interests are addressed and safeguarded throughout the planning, procurement of equipment, and onboarding to the Dallas system. The three SWRCC-tied cities, inclusive of Duncanville, DeSoto, and Cedar Hill, have determined an appropriate independent project manager firm for this project is the contractor Mission Critical. Each city will need to contract independently with Mission Critical for a total of not more than \$40,000.00, which is an additional cost to each city. All three cities must execute the contract for the contract and pricing to be honored, however. That contract has been sent to our city attorney and to our purchasing manager for their input and advice, although the pricing is based on a Houston-Galveston Area Council (H-GAC) contract #HP10-17.

The current proposal from Motorola, including the addition of third-party project management oversight, years 2-7 maintenance and SUA, and other ancillary costs for interfacing to current specialized

equipment with the new radio system, is \$2,158,272.00, as long as we provide a notice to proceed no later than July 28, 2021. Otherwise the total cost would \$2,537,234.00

As we all understand technology advances over time. The same relates to public safety radios. Between the last council update and this update, Motorola has introduced an advanced Next radio. This radio provides safety applications such as smart connect (when the radio signal is too weak for communication the radio switches to a cell tower to ensure connectivity during critical times), smart locate (radio comes with GPS where the officer or firefighters location can be pulled up on a dispatch terminal), smart programming (provides software and configuration updates while the radio is in the field so that there is no disruption of service), and ViQi (voice command). Because of these safety applications the subscriber fee is \$300 per portable radio, totaling \$39,600.00, after year one.

POLICY EXPLANATION:

City Council approval will be required for the:

1. Dallas P25 Radio System MOU
2. Motorola P25 equipment, warranty and support contract
3. DeSoto MOU for financing of Duncanville's portion of SWRCC P25 equipment, warranty, and support contract

FUNDING SOURCE:

\$1,183,000.00 budgeted; Excess either financed through the City of DeSoto (SWRCC portion) or paid with excess fund balance.

Contract Log #:

N/A

RECOMMENDATION:

The purpose of the briefing is to update the council and receive direction on how to proceed.



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Briefing on the request from the City of Dallas to Amend the Interlocal Agreement for Traffic Signal Operations and Maintenance.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works

BACKGROUND/HISTORY:

The City of Duncanville and the City of Dallas initially entered into an Interlocal Agreement (ILA) for Traffic Signal Operations and Maintenance (O&M) on March 4, 2003 (Res No. 2003-03413). (Attachment 1)

Under the current ILA, the City of Dallas is responsible for O&M at the following intersections:

- Cockrell Hill Rd & Camp Wisdom Rd
- Cockrell Hill Rd & I-20
- Cockrell Hill Rd & San Juan/Gannon
- Cockrell Hill Rd & Skyline
- US-67 & Wheatland Rd
- Westmoreland Rd & Wheatland Rd

The City of Duncanville is currently responsible for O&M at the following intersections:

- Cockrell Hill Rd & Wheatland Rd
- Clark Rd & Camp Wisdom Rd
- Clark Rd & Wheatland Rd
- Clark Rd & Big Stone Gap
- Clark Rd & Daniieldale Rd
- Cedar Ridge Rd & Camp Wisdom Rd

On April 6, 2021, the City of Duncanville received a formal request (Attachment 2) from the City of Dallas asking the City of Duncanville to partner on a new traffic signal at the intersection of Clark Rd

& Summit Parc/West Ridge Rd. This request was based on a Warrant Study conducted by the City of Dallas (Attachment 3). The City of Dallas wants to amend the existing ILA to reflect the following:

1. City of Dallas will pay for signal design in compliance with Duncanville specifications (completed by Dallas already)
2. City of Dallas would pay for 2/3 cost of the signal construction and the City of Duncanville would pay for 1/3 construction cost capped at \$100K
3. The City of Duncanville would assume O&M responsibility for the signal for perpetuity. (City of Duncanville Traffic Superintendent estimates life cycle cost of \$293K over 20 years.)

Attachment 4 illustrates the locations of the current signals referenced in the current agreement as well as the location of the new signal.

POLICY EXPLANATION:

City Council feedback is requested regarding amending the Interlocal Agreement for Traffic Signal Operations & Maintenance.

FUNDING SOURCE:

N/A.

Contract Log #:

N/A

RECOMMENDATION:

No decisions are requested at the Briefing Session. Staff is requesting City Council feedback on how to proceed.

ATTACHMENTS:

[Attachment 1 - Reso No 2003-030413 - Interlocal Agreement - City of Dallas - Traffic Signal Operations](#)

[Attachment 2 - City of Dallas Letter Regarding New Signal at Clark-Summit Parc](#)

[Attachment 3 - Clark-Summit Parc Signal Warranty Study 2017-07-26](#)

[Attachment 4 - FY21 DPW Dallas & Duncanville Signals Map, 2021-05-05](#)

ATTACHMENT 1

Resolution No. 2003-030413

A RESOLUTION OF THE CITY COUNCIL OF DUNCANVILLE, TEXAS TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS TO DEFINE RESPONSIBILITIES FOR TRAFFIC SIGNAL OPERATIONS, SIGNAGE, AND MARKINGS AT INTERSECTIONS ON THE BOUNDARY BETWEEN THE CITY OF DUNCANVILLE AND THE CITY OF DALLAS.

WHEREAS, the City of Duncanville and the City of Dallas desire to enter into an Interlocal Agreement to define which agency will assume traffic signal operations and maintenance services, and electrical costs for the traffic signals, signs, and markings at the intersections located on the boundary between the City of Duncanville and the City of Dallas; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and,

WHEREAS, this Interlocal Agreement will supercede all previous interlocal agreements between the City of Duncanville and the City of Dallas concerning traffic signal operations and maintenance services, and electrical costs for traffic signals.

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

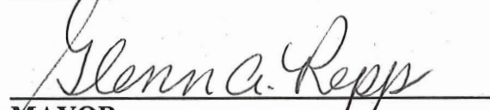
Section 1. That the City Manager is hereby authorized to execute, on the behalf of the City of Duncanville, an Interlocal Agreement with the City of Dallas to define which agency will assume traffic signal operations and maintenance services for the traffic signals located as described in the Agreement.

Section 2. A copy of the approved form of Agreement is attached hereto as Exhibit "A".

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Duncanville and it is accordingly so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, on the 4th day of March, 2003.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

ATTACHMENT 1
Exhibit "A"

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

WHEREAS, the City of Dallas, Texas, and the City of Duncanville, Texas, want to enter into an agreement for equal sharing of the traffic signal services, traffic signal maintenance services, and electricity costs for existing traffic operations signals in the City of Dallas and the City of Duncanville, Texas (hereinafter called "Signals"); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, Vernon's Annotated Civil Statutes provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, this interlocal agreement will supersede all previous interlocal agreements between the City of Dallas and the City of Duncanville concerning signal engineering services, signal maintenance services, and electrical costs for signals.

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by the City of Dallas and the City of Duncanville upon and for the mutual consideration stated herein:

WITNESSETH:

Section I: The City of Dallas agrees to provide the following for the intersections listed below:

- (i) Traffic signal operations services, commencing on the effective date of this agreement.
- (ii) Traffic signal maintenance services, commencing on the effective date of this agreement.
- (iii) Maintenance and engineering services of signs and markings within 150'.
- (iv) Funding for electricity costs, commencing on the effective date of this agreement.

ATTACHMENT 1

INTERSECTIONS

Cockrell Hill Road and Camp Wisdom Road

Cockrell Hill Road and I.H. 20

Cockrell Hill Road and San Juan/Gannon

Cockrell Hill Road and Skyline

U.S. 67 and Wheatland Road

Westmoreland Road and Wheatland Road

Section II. The City of Duncanville agrees to provide the following for the intersections listed below:

- (i) Traffic signal engineering services, commencing on the effective date of this agreement.
- (ii) Traffic signal maintenance services, commencing on the effective date of this agreement.
- (iii) Maintenance and engineering services of signs and markings within 150'.
- (iv) Funding for electricity costs, commencing on the effective date of this agreement.

INTERSECTIONS

Cockrell Hill Road and Wheatland Road

Clark Road and Camp Wisdom Road

Clark Road and Wheatland Road

Clark Road and Big Stone Gap Road

Clark Road and Daniieldale Road

Cedar Ridge Road and Camp Wisdom Road

Section III: To the extent permitted by law, the City of Duncanville and the City of Dallas agree to defend, indemnify and hold each other harmless from any claims, demands, costs, judgments or other liability incurred by one party, arising out of any

ATTACHMENT 1

negligent act or omission of the other party, or their officers, agents, employees, or contractors, arising out of the performance of design, construction or other work or services under this Agreement.

Section IV: The services to be performed by each city shall be paid for from current revenues available to the paying party.

Section V: This agreement shall have a term of one year from the date hereof and shall automatically be renewed on each anniversary date for an additional year unless terminated by written notice by one of the parties hereto.

EXECUTED this the 5th day of March, 2003, by the City of Duncanville, pursuant to City Council Resolution No. 2003-030413, and by the City of Dallas, pursuant to City Council Resolution No. 00-2084, effective June 28, 2000.

CITY OF DALLAS
TEODORO J. BENAVIDES
City Manager

CITY OF DUNCANVILLE

BY Jill Jordan
Assistant City Manager

BY Kent Cagle
Kent Cagle, City Manager

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

BY Jesus Escamilla
Assistant City Attorney

ATTACHMENT 1

COUNCIL CHAMBER

00 2084

June 28, 2000

WHEREAS, on April 27, 1994, Resolution 94-1604 authorized an Interlocal Agreement with the City of Duncanville in which the City of Dallas relinquished traffic signal services to the City of Duncanville at the intersection of Cockrell Hill and Gannon Drive; and,

WHEREAS, the City of Dallas and the City of Duncanville desire to enter into an Interlocal Agreement to define which agency will assume traffic signal operations and maintenance services, and electrical costs for the traffic signals, signs, and markings at the intersections located on the boundary between the City of Dallas and the City of Duncanville; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, Vernon's Annotated Civil Statutes provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and,

WHEREAS, this interlocal agreement will supercede all previous interlocal agreements between the City of Dallas and the City of Duncanville concerning traffic signal operations and maintenance services, and electrical costs for traffic signals.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into an Interlocal Agreement with the City of Duncanville to define which agency will assume traffic signal operations and maintenance services for the traffic signals located on the boundary between the City of Dallas and the City of Duncanville.

Section 2. That the City Manager is hereby authorized to execute the agreement after it has been approved as to form by the City Attorney.

Section 3. That the City Secretary is hereby authorized to certify two (2) copies of this resolution for attachment to the original copies of the Interlocal Agreement.

APPROVED BY

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

JUN 28 2000

Distribution: Public Works and Transportation, Sandra Williams, OCMC, Room 101
Public Works and Transportation, Hazel Baker, L1BN
City Attorney
City Controller, Regina H. Givens
Budget and Management Services

Shirley Gay
City Secretary

APPROVED

HEAD OF DEPARTMENT

APPROVED

CITY CONTROLLER

APPROVED

CITY MANAGER



April 6, 2021

Via Email: bramey@duncanville.com and U.S. Postal Mail

Mr. Greg Ramey, P.E.
Public Works Director,
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

Subject: New Signal at Summit Parc Dr./W. Ridge Dr. and Clark Rd

Dear Mr. Ramey:

City of Dallas (COD) staff has been in ongoing discussions with you about the installation of a new signal at the intersection of Summit Parc Dr./W. Ridge Dr. and Clark Road, which was warranted in 2017 (warrant documentation was submitted via email on October 28, 2020). This intersection borders both the City of Dallas and the City of Duncanville. COD has advanced the design of this signal to the City of Duncanville's standards since this signal lies in the corridor that falls within the traffic signal maintenance purview of the City of Duncanville.

While we have had informal conversations, please consider this letter as our formal request to partner with the City of Duncanville on this project given its high interest and the safety implications this intersection presents to Dallas and Duncanville residents in that area. We propose the following:

1. COD will undertake the responsibility for the design of this signal in compliance with the City of Duncanville's requirements (complete).
2. COD will fund two thirds of the construction of the signal.
3. The City of Duncanville will contribute one third of the construction cost capped at \$100,000.
4. The City of Duncanville accepts the maintenance responsibility of this signal.

If acceptable, we will need to amend the existing interlocal maintenance agreement to be approved by our respective City Councils.

Thank you for your cooperation with the City of Dallas in this process and we look forward to your positive reply. If you have any additional questions, please feel free to contact Ghassan "Gus" Khankarli, Interim Director of the Department of Transportation, at 214-671-8451.

Sincerely,



Majed A. Al-Ghafry, P.E.
Assistant City Manager

cc: Casey Thomas II, Council Member, District 3, City of Dallas
T.C. Broadnax, City Manager, COD
Aretha R. Ferrell-Benavides, City Manager, City of Duncanville
Ghassan Khankarli, Interim Director, Department of Transportation, COD

ATTACHMENT 3

Memorandum

Date 08/4/2017

To File

From Kirk Houser
Sr Program Manager
Department of Street Services
Transportation Operations

Subject **Signal Warrant Study, Clark Road and Summit Parc**

A signal warrant study was performed for Clark Road and Summit Parc. The intersection met warrants for volume. A traffic signal is recommended for this intersection. Please review attached study. The City will build this signal using future city funding.

TxMUTCD Warrant Summary

Warrant	Satisfied
1 – Eight Hour	Met
2 – Four Hour	Met
3 – Peak Hour	Not Met Not Applicable
4 – Pedestrian Volume	Not Studied
5 – School Crossing	Not Applicable
6 – Coordinated Signal System	Not Met
7 – Crash History	Not Met, 2 correctable in 12 month period, minimum volume threshold not met.
8 – Roadway Network	Not Applicable
9 – Intersection Near a Grade Crossing	Not applicable

Attachments:
Signal Warrant Study
Approach Counts
Crash Summary
Speed Profile
Sight Distance Assessment

ATTACHMENT 3



City of Dallas
Department of Street Services
Transportation

Traffic Signal Warrant Study

Intersection Summit Parc and Clark Rd
(Request by Ida Piper Citizen
SR # 17-00203188 MCC? Y
Date of Request 5/1/2017

General Intersection Information

Major Street

Name: Clark Rd
lanes 3 Speed 53 Type 85th Percentile
Street Classification Major Arterial

Minor Street

Name: Summit Parc
lanes 1 % of Right Turns 15%
Street Classification Residential

Total Number of Intersection Approaches 4

Is this intersection near an office complex, manufacturing plant, industrial complex, or plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time? No

Distance to nearest traffic signal 2230 ft

Accident History

(attach full history)

No. of Right-Angle Accidents: 2

No. of Left-Turn Accidents: 0

No. of Other Accidents Potentially Correctible with Signal: 0

Total Potentially Correctible: 2

Traffic Signal Warrant Study

Spreadsheet version 5.2.6

Date 7/19/2017

ATTACHMENT 3



City of Dallas
Department of Street Services
Transportation

Traffic Signal Warrant Study

Location **Summit Parc** crossing **Clark Rd (Ridge Dr)**
Minor street Major Street

Information about Traffic Signals

Advantages of Traffic Signals

- Signals offer the maximum degree of control at intersections. They relay messages of both what to do and what not to do. The primary function of any traffic signal is to assign right of way to conflicting movements of traffic at an intersection, and it does this by permitting conflicting streams of traffic to share the same intersection by means of time separation.
- By alternately assigning right of way to various traffic movements, signals provide for the orderly movement of conflicting flows. They may interrupt extremely heavy flows to permit the crossing of minor movements that could not otherwise move safely through the intersection.
- When properly timed, traffic signals increase the traffic handling capacity of an intersection, and when installed under conditions that justify its use, it is a valuable device for improving the safety and efficiency of both pedestrian and vehicular traffic. In particular, signals may reduce certain types of accidents, most notably the angle (broadside) collision.

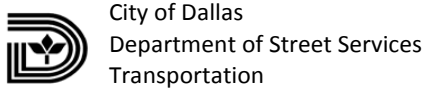
Disadvantages of Traffic Signals

- While many people realize that traffic signals can reduce the number of angle collisions at an intersection, few realize that signals can also cause an increase in other types of accidents. For example, it has been well documented that other types of accidents, notably rear-end collisions, usually increase when a signal is installed.
- Normally, traffic engineers are willing to trade off an increase in rear-end collisions for a decrease in the more severe angle accidents; however, when there is no angle accident problem at an intersection, there is nothing to trade off, and the installation of traffic signals can actually cause a deterioration in the overall safety at the intersection. Traffic signals should not be considered a "cure-all" for traffic congestion, and the primary goal of all traffic engineers is to attain the safest and most efficient traffic flow feasible.
- In addition to an increase in accident frequency, unjustified traffic signals can also cause excessive delays, disobedience of signals and diversion of traffic to inadequate alternate routes.
- Traffic signals are much more costly than is commonly realized, even though they represent a sound public investment when justified. A modern signal can cost taxpayers between \$150,000 and \$300,000 to install, depending on the complexity of the intersection and the characteristics of the traffic using it.

What are the effects of an unjustified traffic signal?

- Because of the widespread belief that traffic signals offer the solution to all intersection traffic-control and accident problems, a number of signals have been installed nationwide where no legitimate operational warrant exists. Traffic records clearly show that the attitudes and misunderstandings that sometimes lead to unjustified installations should be resisted. It is important that the selection and use of this traffic control device be preceded by a thorough study of traffic and roadway conditions and that the determination of the type of control and method of operation be based on the study data.
- Traffic signals should be used only where lesser forms of control have proven ineffective because signals almost always create more "overall intersection delay." In fact, minor movements may experience excessive delay, particularly if the signal is improperly timed. As a result, many drivers switch to less desirable alternate routes or to residential streets to avoid the added delay.

ATTACHMENT 3



Traffic Signal Warrant Study Summary

Location Summit Parc crossing Clark Rd (Ridge Dr)
Minor street Major Street

From Texas Manual on uniform Traffic Control Devices	2011 edition	revision	2
Warrant 1, Eight-Hour Vehicular Volume	Met		
Warrant 2, Four-Hour Vehicular Volume	Met		
Warrant 3, Peak Hour	Not Met	Not Applicable	
Warrant 4, Pedestrian Volume	Not Studied		
Warrant 5, School Crossing	Not Applicable		
Warrant 6, Coordinated Signal System	Not Met		
Warrant 7, Crash Experience	Not Met		
Warrant 8, Roadway Network	Not Met		
Warrant 9, Intersection Near a Grade Crossing	Not Applicable		

A traffic signal is recommended at this time

Installation of Traffic Signals is regulated by State law. State law requires that a Traffic Signal Warrant study be performed following the guidelines in the Texas Manual on Uniform Traffic Control Devices (TXMUTCD) to determine whether a location shall have a traffic signal. Only locations that meet minimum requirements specified in the TXMUTCD qualify for installation of traffic signals.

Explanation Signal Warrants

- Warrant 1, Eight-Hour Vehicular Volume**
This warrant criteria is met when there is a large volume of intersecting traffic for at least 8 hours out of a day. This warrant is also met if the traffic volume on the major street is so heavy that the traffic on the minor street suffers excessive delay.
- Warrant 2, Four-Hour Vehicular Volume**
The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.
- Warrant 3, Peak Hour**
The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major streets. This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short period of time..
- Warrant 4, Pedestrian Volume**
The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.
- Warrant 5, School Crossing**
The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal. This warrant checks to see if there are sufficient gaps in the traffic to allow school children to cross.
- Warrant 6, Coordinated Signal System**
Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.
- Warrant 7, Crash Experience**
Traffic signals can reduce some types of crashes, particularly right angle collisions. To meet this warrant at least 5 right angle have to have occurred within 1 year.
- Warrant 8, Roadway Network**
Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. This warrant looks at a street's classification on an adopted master transportation plan. The City of Dallas has a Master Thoroughfare Plan.
- Warrant 9, Intersection Near a Grade Crossing**
The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

ATTACHMENT 3

Signal Warrant Study

Vehicle Counts

Count Date
6/14/2017

Day of Week
Wednesday

Pedestrian
Count Date

Time Period	Major Street		Minor Street		Pedestrians crossing Major
	NB	SB	EB	WB	
12 - 1 AM	82	155	5	4	
1 - 2 AM	60	84	3	2	
2 - 3 AM	47	63	5	3	
3 - 4 AM	57	55	3	4	
4 - 5 AM	167	60	4	7	
5 - 6 AM	543	120	14	33	
6 - 7 AM	1005	255	14	93	
7 - 8 AM	1146	495	48	100	
8 - 9 AM	859	427	14	76	
9 - 10 AM	548	404	45	47	
10 - 11 AM	457	425	23	43	
11 A - 12 P	505	503	33	67	
12 - 1 PM	544	675	34	76	
1 - 2 PM	501	605	36	83	
2 - 3 PM	557	643	27	39	
3 - 4 PM	485	921	27	54	
4 - 5 PM	534	1085	31	61	
5 - 6 PM	616	1259	30	43	
6 - 7 PM	642	1083	33	64	
7 - 8 PM	537	890	41	46	
8 - 9 PM	493	741	15	51	
9 - 10 PM	442	615	14	63	
10 - 11 PM	338	434	20	27	
11PM - 12AM	172	291	4	10	
SubTotal	11337	12288	523	1096	

Warrant 1 Eight Hour Volumes

	Name	#lanes	Speed Type
Major Street	Clark Rd (Ridge)	3	53 85th Percentile
Minor Street	Summit Parc	1	

Test 1	Condition A or Condition B, volumes 100%	Not Met	
Test 2	Condition A and Condition B, volumes 80%	Not Met	
Test 3	If speed > 40 mph, Condition A or B, volumes 70%	Met	Applicable
Test 4	If speed > 40 mph, Condition A and B, volumes 56%	Not Met	Applicable

Warrant 1 **Met**

Count Date 6/14/2017 Day of Week Wednesday

Major street volume required	600	900	480	720	420	630	336	504
Minor Street volume required	150	75	120	60	105	53	84	42

Time Period	Major Street Both Approaches	Minor Street Greater Volume of the Two Approaches	Percentage of Right Turns	Adjusted Minor Street Traffic	Condition A 100%	Condition B 100%	Condition A 80%	Condition B 80%	Condition A 70%	Condition B 70%	Condition A 56%	Condition B 56%
12 - 1 AM	237	5	15%	4	0	0	0	0	0	0	0	0
1 - 2 AM	144	3	15%	3	0	0	0	0	0	0	0	0
2 - 3 AM	110	5	15%	4	0	0	0	0	0	0	0	0
3 - 4 AM	112	4	15%	3	0	0	0	0	0	0	0	0
4 - 5 AM	227	7	15%	6	0	0	0	0	0	0	0	0
5 - 6 AM	663	33	15%	28	0	0	0	0	0	0	0	0
6 - 7 AM	1260	93	15%	79	0	1	0	1	0	1	0	1
7 - 8 AM	1641	100	15%	85	0	1	0	1	0	1	1	1
8 - 9 AM	1286	76	15%	65	0	0	0	1	0	1	0	1
9 - 10 AM	952	47	15%	40	0	0	0	0	0	0	0	0
10 - 11 AM	882	43	15%	37	0	0	0	0	0	0	0	0
11 A - 12 P	1008	67	15%	57	0	0	0	0	0	1	0	1
12 - 1 PM	1219	76	15%	65	0	0	0	1	0	1	0	1
1 - 2 PM	1106	83	15%	71	0	0	0	1	0	1	0	1
2 - 3 PM	1200	39	15%	33	0	0	0	0	0	0	0	0
3 - 4 PM	1406	54	15%	46	0	0	0	0	0	0	0	1
4 - 5 PM	1619	61	15%	52	0	0	0	0	0	0	0	1
5 - 6 PM	1875	43	15%	37	0	0	0	0	0	0	0	0
6 - 7 PM	1725	64	15%	54	0	0	0	0	0	1	0	1
7 - 8 PM	1427	46	15%	39	0	0	0	0	0	0	0	0
8 - 9 PM	1234	51	15%	43	0	0	0	0	0	0	0	1
9 - 10 PM	1057	63	15%	54	0	0	0	0	0	1	0	1
10 - 11 PM	772	27	15%	23	0	0	0	0	0	0	0	0
11PM - 12AM	463	10	15%	9	0	0	0	0	0	0	0	0

0 Not Met	2 Not Met	0 Not Met	5	0 Not Met	8 Met	1 Not Met	11
Test 1 "Either"		Test 2 "Both"		Test 3 "Either" Applicable		Test 4 "Both" Applicable	

ATTACHMENT 3

Warrant 2 Four Hour Volumes

	Name	#lanes	Speed Type
Major Street	Clark Rd (Ridge	3	53 85th Percentile
Minor Street	Summit Parc	1	

Volumes exceed minimum required for at least 4 hours **Met**
Figure 4C-2, Four Hour Warrant, Major Street 2 lanes or more, Minor Street 1 lane, Speed > 40 mph

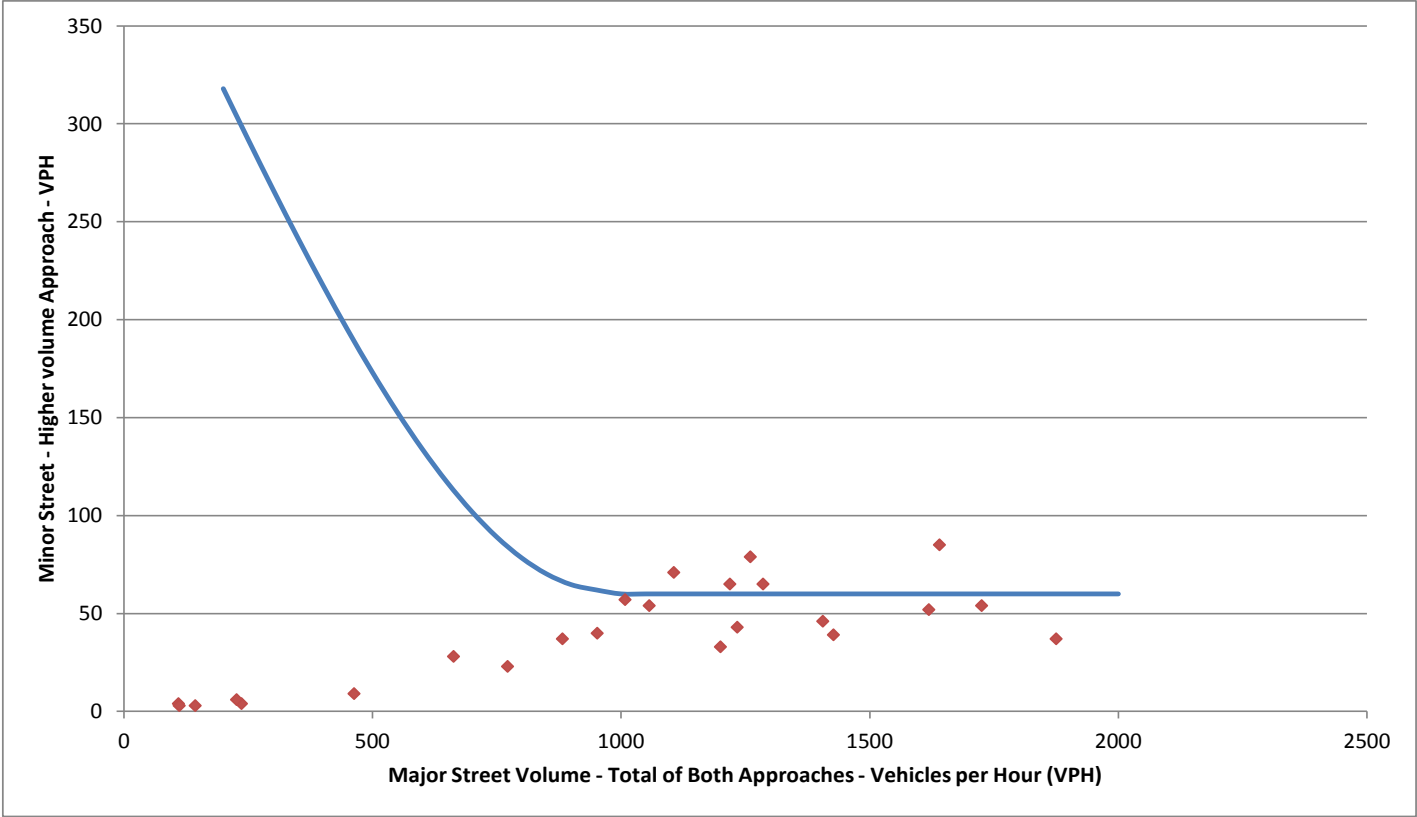
Count Date 6/14/2017 Day of Week Wednesday

Time Period	Major Street Both Approaches	Minor Street Greater Volume of the Two Approaches	Percentage of Right Turns	Adjusted Minor Street Traffic	Minor street volume required	Meets?
12 - 1 AM	237	5	15%	4	299	0
1 - 2 AM	144	3	15%	3	347	0
2 - 3 AM	110	5	15%	4	365	0
3 - 4 AM	112	4	15%	3	364	0
4 - 5 AM	227	7	15%	6	304	0
5 - 6 AM	663	33	15%	28	113	0
6 - 7 AM	1260	93	15%	79	60	1
7 - 8 AM	1641	100	15%	85	60	1
8 - 9 AM	1286	76	15%	65	60	1
9 - 10 AM	952	47	15%	40	62	0
10 - 11 AM	882	43	15%	37	66	0
11 A - 12 P	1008	67	15%	57	60	0
12 - 1 PM	1219	76	15%	65	60	1
1 - 2 PM	1106	83	15%	71	60	1
2 - 3 PM	1200	39	15%	33	60	0
3 - 4 PM	1406	54	15%	46	60	0
4 - 5 PM	1619	61	15%	52	60	0
5 - 6 PM	1875	43	15%	37	60	0
6 - 7 PM	1725	64	15%	54	60	0
7 - 8 PM	1427	46	15%	39	60	0
8 - 9 PM	1234	51	15%	43	60	0
9 - 10 PM	1057	63	15%	54	60	0
10 - 11 PM	772	27	15%	23	84	0
11PM - 12AM	463	10	15%	9	189	0

5
Met

4 required

Figure 4C-2, Four Hour Warrant, Major Street 2 lanes or more, Minor Street 1 lane, Speed > 40 mph



ATTACHMENT 3

Warrant 3 Peak Hour Volume

	Name	#lanes	Speed Type
Major Street	Clark Rd (Ridge C	3	53 85th Percentile
Minor Street	Summit Parc	1	

Total Number of Intersection Approaches 4

NOTE: This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

This warrant **Not Applicable**

Peak Hour Warrant Summary
Delay Test **Not Met** Volume Test **Met** Warrant 3 **Not Met**
Either Delay Test or Volume Test must meet and warrant must be Applicable

Delay Test Not necessary because this warrant Not Applicable

Minor Street Delay		required	
AM	Total Peak Hour Delay	4.0	Not Met
Minor Street	Peak Hour Volume	100	Not Met
	Total Volume entering intersection	800	Not Met
	All 3 criteria must be met		Not Met

Note Delay data not collected because minimum volume thresholds not met

Minor Street Delay		required	
PM	Total Peak Hour Delay	4.0	Not Met
Minor Street	Peak Hour Volume	100	Not Met
	Total Volume entering intersection	800	Not Met
	All 3 criteria must be met		Not Met

Note Delay data not collected because minimum volume thresholds not met

ATTACHMENT 3

Warrant 4 Pedestrian Volume

	Name	Speed Type
Major Street	Clark Rd (Ridge Dr)	53 85th Percentile
Minor Street	Summit Parc	

Pedestrian Study Performed?	No	Not Studied
Pedestrian Warrant Summary		Not Studied

Four Hour Volume Test	Not Met
Peak Hour volume Test	Not Met

Count Date	Not Studied	Day of the Week	Not Studied
------------	-------------	-----------------	-------------

Time Period	Pedestrian Volume		Four Hour Test		Peak Hour Test	
	Major Street Both Approaches	Crossing Major Street	Ped Volume Required	Meets?	Ped Volume Required	Meets?
12 - 1 AM	237	0	318	0	492	0
1 - 2 AM	144	0	389	0	581	0
2 - 3 AM	110	0	416	0	616	0
3 - 4 AM	112	0	415	0	614	0
4 - 5 AM	227	0	325	0	501	0
5 - 6 AM	663	0	101	0	209	0
6 - 7 AM	1260	0	75	0	93	0
7 - 8 AM	1641	0	75	0	93	0
8 - 9 AM	1286	0	75	0	93	0
9 - 10 AM	952	0	75	0	109	0
10 - 11 AM	882	0	75	0	128	0
11 A - 12 P	1008	0	75	0	97	0
12 - 1 PM	1219	0	75	0	93	0
1 - 2 PM	1106	0	75	0	93	0
2 - 3 PM	1200	0	75	0	93	0
3 - 4 PM	1406	0	75	0	93	0
4 - 5 PM	1619	0	75	0	93	0
5 - 6 PM	1875	0	75	0	93	0
6 - 7 PM	1725	0	75	0	93	0
7 - 8 PM	1427	0	75	0	93	0
8 - 9 PM	1234	0	75	0	93	0
9 - 10 PM	1057	0	75	0	93	0
10 - 11 PM	772	0	75	0	164	0
11PM - 12AM	463	0	181	0	319	0

4 required	0	1 required	0
	Not Met		Not Met

ATTACHMENT 3



City of Dallas
Department of Street Services
Transportation

Warrant 5 School Crossing Pedestrian Gap Study

Location Summit Parc crossing Clark Rd (Ridge Dr)
Minor street Major Street

Is this intersection at a School Crossing? No
 This Warrant is Not Applicable

Width of Crosswalk 0 ft Adequate Gap 5 s
 Gap = (Width / 3.5 fps) + 5 sec

Is there a median refuge? N (Y/N)
 If so, consider evaluating gaps separately

School Crossing Warrant Summary Not Applicable

Distance to nearest traffic signal 2230 ft must be ≥ 300 ft Criteria
Met

Morning

time of first student 0:00 AM
 time of last student 0:00 AM
 number of minutes 0 = number of gaps required

number of adequate gaps 0 Not Met
 number of students 0 must be ≥ 20 Not Met

Afternoon

time of first student 0:00 PM
 time of last student 0:00 PM
 number of minutes 0 = number of gaps required

number of adequate gaps 0 Not Met
 number of students 0 must be ≥ 20 Not Met

Note:

Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.

ATTACHMENT 3



City of Dallas
Department of Street Services
Transportation

Traffic Signal Warrant 6 - Coordinated Signal System

Location Summit Parc crossing Clark Rd (Ridge Dr)
Minor street Major Street

Distance to nearest traffic signal 2230 ft should be ≥ 1000 ft **Met**

Are adjacent signals so far apart that adequate platooning is not provided? **No**

Coordinated Signal System Warrant **Not Met**

Traffic Signal Warrant 7 - Crash Experience

No. of Right-Angle Accidents: **2**
No. of Left-Turn Accidents: **0**
No. of Other Accidents Potentially Correctible with Signal: **0**

Total Potentially Correctible: **2**

Requirement: 5 total potentially correctable within 12 month period
Volume - Either Warrant 1 Condition A 80% or Condition B 80% met **Not Met** **Met** } Both Required

Crash Experience Warrant **Not Met**

See attached full Crash History

Traffic Signal Warrant 8 - Roadway Network

The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:

- | | |
|------------|--|
| <u>Yes</u> | A. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or |
| <u>Yes</u> | B. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday). |

A major route as used in this signal warrant shall have at least one of the following characteristics:

Clark Rd (Ridge)Summit Parc		
Yes	No	A. It is part of the street or highway system that serves as the principal roadway network for through traffic flow.
No	No	B. It includes rural or suburban highways outside, entering, or traversing a city.
Yes	No	C. It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.
No	No	D. It connects areas of principal traffic generation.
No	No	E. It has surface street freeway or expressway ramp terminals.

Is <u>Clark Rd (Ridge)</u>	a major route?	Yes	Street Classification:	Major Arterial
Is <u>Summit Parc</u>	a major route?	No	Street Classification:	Residential

To meet Warrant, both streets must be major routes

Are both streets major routes? **No**

Roadway Network Warrant **Not Met**

Average Daily Traffic Volumes Quality Traffic Data, LLC

PROJECT NO.:	2017204 - 011	SITE COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Monday, June 12, 2017
OFF STREET:	Summit Parc Dr (E/W)	LOCATION:	Dallas, TX

AM COUNTS							PM COUNTS						
	NB	SB	EB	WB				NB	SB	EB	WB		
00:00	29	65	2	5			12:00	164	170	10	19		
00:15	28	35	0	0			12:15	155	169	6	12		
00:30	17	30	1	0			12:30	150	156	6	5		
00:45	20	94	27	157	0	3	12:45	124	593	153	649	15	37
01:00	19	26	0	3		6	13:00	126	174	6	7	56	1334
01:15	9	33	0	3			13:15	132	150	6	20		
01:30	12	21	0	2			13:30	139	164	9	12		
01:45	17	57	18	98	1	1	13:45	162	558	167	655	3	24
02:00	16	16	0	2		9	14:00	135	171	9	14	51	1288
02:15	15	16	0	0			14:15	132	175	9	14		
02:30	18	16	0	2			14:30	135	159	8	21		
02:45	8	57	11	59	0	0	14:45	124	526	172	627	2	28
03:00	14	14	1	1		4	15:00	124	182	3	5	8	1288
03:15	10	20	0	0			15:15	118	212	2	3		
03:30	27	18	0	0			15:30	134	241	4	12		
03:45	22	73	13	65	0	1	15:45	136	522	241	876	1	10
04:00	19	11	0	2		1	16:00	124	230	4	15	16	1444
04:15	31	15	2	4			16:15	116	249	4	16		
04:30	46	23	1	1			16:30	119	297	3	12		
04:45	52	148	14	63	1	4	16:45	107	456	254	1030	13	24
05:00	88	17	2	2		7	17:00	139	289	6	10	6	1569
05:15	117	21	1	9			17:15	147	265	8	15		
05:30	181	30	2	11			17:30	146	329	6	14		
05:45	185	571	34	102	2	7	17:45	153	565	304	1187	8	29
06:00	206	36	8	22		18	18:00	158	290	6	13	45	1845
06:15	233	55	4	27			18:15	156	278	7	19		
06:30	260	66	5	11			18:30	139	305	5	14		
06:45	273	972	88	245	13	30	18:45	135	569	259	1132	8	26
07:00	310	86	7	21		14	19:00	124	260	10	9	27	1819
07:15	291	109	9	36			19:15	125	193	11	12		
07:30	292	151	15	35			19:30	118	221	10	16		
07:45	294	1187	149	495	3	34	19:45	109	426	192	866	13	44
08:00	248	104	4	27		18	20:00	120	167	9	16	18	1441
08:15	199	102	4	19			20:15	106	170	8	20		
08:30	188	107	9	16			20:30	105	162	5	10		
08:45	158	793	104	417	2	19	20:45	108	439	156	654	3	25
09:00	160	95	3	21		84	21:00	112	155	7	11	63	1181
09:15	145	91	16	23			21:15	102	137	10	9		
09:30	126	103	5	11			21:30	111	115	2	11		
09:45	144	575	114	403	12	36	21:45	81	406	121	529	6	25
10:00	138	103	9	16		16	22:00	77	119	5	7	32	996
10:15	111	100	4	8			22:15	76	88	4	1		
10:30	110	115	14	10			22:30	65	86	2	1		
10:45	113	472	98	416	10	37	22:45	55	223	75	369	3	14
11:00	78	118	8	8		43	23:00	69	81	4	2	11	666
11:15	125	110	11	11			23:15	46	80	1	1		
11:30	121	126	7	13			23:30	48	78	3	0		
11:45	139	463	142	496	2	28	23:45	28	191	72	311	4	12
TOTALS:	5462	3016	200	501	9179		TOTALS:	5623	8932	297	538	15390	

SPLIT	59.5%	32.9%	2.2%	5.5%	37.4%	SPLIT	36.5%	58.0%	1.9%	3.5%	62.6%
PEAK HOUR	07:00	11:45	06:45	07:15	07:00	PEAK HOUR	17:30	17:30	19:00	18:00	17:30
PH VOLUME	1187	637	44	124	1834	PH VOLUME	613	1201	44	73	1893
PHF	0.96	0.94	0.73	0.86	0.93	PHF	0.97	0.91	0.85	0.68	0.96

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
11085	11948	497	1039	24569



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Average Daily Traffic Volumes Quality Traffic Data, LLC

PROJECT NO.:	2017204 - 011	DATE COLLECTED:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Tuesday, June 13, 2017
OPPOSITE STREET:	Summit Parc Dr (E/W)	LOCATION:	Dallas, TX

AM COUNTS								PM COUNTS											
	NB	SB	EB	WB				NB	SB	EB	WB								
00:00	28	50	1	4				12:00	176	156	5	29							
00:15	29	53	1	1				12:15	164	171	2	16							
00:30	17	34	0	0				12:30	153	153	8	20							
00:45	22	96	37	174	0	2	0	5	277	12:45	118	611	160	640	12	27	14	79	1357
01:00	19	20	2	0						13:00	137	160	9	21					
01:15	16	24	1	0						13:15	108	150	10	21					
01:30	19	19	1	0						13:30	133	160	9	18					
01:45	20	74	36	99	0	4	0	177	13:45	94	473	152	627	5	33	16	76	1208	
02:00	11	13	0	1						14:00	143	156	8	30					
02:15	10	17	0	0						14:15	135	156	5	6					
02:30	20	24	1	6						14:30	136	162	7	8					
02:45	12	53	21	75	2	3	2	9	140	14:45	119	533	176	650	2	22	8	52	1257
03:00	10	10	0	0						15:00	143	193	3	6					
03:15	17	8	0	0						15:15	128	189	6	17					
03:30	22	18	0	2						15:30	118	205	7	22					
03:45	13	62	12	48	0	0	1	3	113	15:45	121	510	237	824	5	21	10	55	1410
04:00	24	18	1	0						16:00	123	266	10	15					
04:15	28	12	1	2						16:15	126	267	5	6					
04:30	63	16	1	4						16:30	149	254	5	10					
04:45	71	186	24	70	1	4	0	6	266	16:45	124	522	283	1079	7	37	13	41	1663
05:00	79	21	0	3						17:00	162	285	11	12					
05:15	135	33	3	4						17:15	160	300	8	19					
05:30	175	28	8	12						17:30	136	303	6	16					
05:45	209	598	37	119	1	12	26	45	774	17:45	145	603	321	1209	10	35	12	59	1906
06:00	201	45	1	25						18:00	148	316	1	16					
06:15	230	58	10	16						18:15	144	314	5	14					
06:30	278	74	2	16						18:30	165	283	11	8					
06:45	325	1034	97	274	11	24	23	80	1412	18:45	141	568	281	1194	9	36	14	52	1870
07:00	310	64	9	12						19:00	142	242	5	10					
07:15	306	96	5	31						19:15	137	231	10	12					
07:30	299	148	14	21						19:30	131	186	15	19					
07:45	285	1200	165	473	6	34	26	90	1797	19:45	133	543	126	635	12	42	10	51	1471
08:00	249	119	9	13						20:00	136	180	9	15					
08:15	219	112	5	20						20:15	138	171	8	10					
08:30	182	96	3	19						20:30	132	157	12	14					
08:45	192	842	80	407	10	27	25	77	1353	20:45	127	523	134	642	11	40	9	48	1263
09:00	166	94	10	24						21:00	110	158	11	3					
09:15	159	104	4	16						21:15	108	157	3	18					
09:30	141	103	7	14						21:30	107	133	7	11					
09:45	141	607	95	396	14	35	17	71	1109	21:45	92	417	130	528	2	23	13	45	1063
10:00	116	85	7	9						22:00	90	120	9	9					
10:15	117	101	7	19						22:15	78	105	2	0					
10:30	129	120	3	16						22:30	66	108	2	5					
10:45	112	474	117	423	6	23	16	60	980	22:45	55	289	92	425	1	14	1	15	743
11:00	109	107	7	14						23:00	53	79	2	2					
11:15	126	119	6	7						23:15	48	87	0	2					
11:30	96	128	9	17						23:30	39	59	0	1					
11:45	117	448	163	517	8	30	13	51	1046	23:45	27	167	61	285	0	7	6	11	466
TOTALS:	5674	3075	198	497	9444					TOTALS:	5798	8980	312	587	15677				

SPLIT	60.1%	32.6%	2.1%	5.3%	37.6%	SPLIT	37.0%	57.3%	2.0%	3.7%	62.4%
PEAK HOUR	06:45	11:45	06:45	07:15	07:00	PEAK HOUR	12:00	17:30	19:15	13:15	17:15
PH VOLUME	1240	643	39	91	1797	PH VOLUME	611	1254	46	85	1917
PHF	0.95	0.94	0.70	0.73	0.93	PHF	0.92	0.98	0.77	0.71	0.98

DAY'S TOTAL					
NB	SB	EB	WB	TOTAL	
11472	12055	510	1084	25121	



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 info@QualityTrafficData.com

Average Daily Traffic Volumes Quality Traffic Data, LLC

PROJECT NO.	2017204 - 011	SPR COORDINATOR	N/A
ON STREET	Clark Rd (N/S)	START DATE	Wednesday, June 14, 2017
CONVEYANCE	Summit Parc Dr (E/W)	LOCATION	Dallas, TX

AM COUNTS										PM COUNTS									
NB		SB		EB		WB				NB		SB		EB		WB			
00:00	25		42		0		1			12:00	153		191		13		23		
00:15	24		44		3		2			12:15	130		156		8		20		
00:30	18		32		2		1			12:30	139		176		6		20		
00:45	15	82	37	155	0	5	0	4	246	12:45	122	544	152	675	7	34	76	1329	
01:00	15		25		0		2			13:00	120		160		4		20		
01:15	20		30		3		0			13:15	132		140		8		25		
01:30	14		16		0		0			13:30	120		147		16		22		
01:45	11	60	13	84	0	3	0	2	149	13:45	119	501	158	605	8	36	16	53	1225
02:00	12		17		2		0			14:00	150		125		9		11		
02:15	16		16		0		2			14:15	140		162		4		5		
02:30	10		17		0		0			14:30	140		161		9		15		
02:45	9	47	13	63	3	5	1	3	118	14:45	127	557	185	643	5	37	8	39	1266
03:00	12		17		1		0			15:00	102		179		4		16		
03:15	12		12		2		0			15:15	124		245		9		11		
03:30	18		14		0		0			15:30	146		252		6		14		
03:45	15	57	12	55	0	3	4	4	119	15:45	113	485	245	921	8	27	13	54	1487
04:00	25		14		0		0			16:00	120		258		6		19		
04:15	36		8		3		4			16:15	150		287		7		12		
04:30	49		15		0		1			16:30	132		271		10		10		
04:45	57	167	23	60	1	4	2	7	238	16:45	132	534	269	1085	6	31	20	61	1711
05:00	80		24		0		2			17:00	132		293		8		7		
05:15	139		26		8		6			17:15	162		309		9		8		
05:30	152		33		3		16			17:30	148		331		6		22		
05:45	172	543	37	120	3	14	9	33	710	17:45	174	616	326	1259	7	30	6	45	1948
06:00	233		45		0		26			18:00	164		273		10		3		
06:15	216		55		4		20			18:15	158		281		7		21		
06:30	272		81		4		17			18:30	167		260		7		13		
06:45	284	1005	74	255	6	14	30	93	1367	18:45	153	642	269	1083	9	33	27	64	1822
07:00	285		87		13		18			19:00	114		259		10		15		
07:15	302		104		10		20			19:15	133		225		15		14		
07:30	280		142		11		30			19:30	151		224		5		13		
07:45	279	1146	162	495	14	48	32	100	1789	19:45	139	537	182	892	11	41	4	46	1514
08:00	256		127		3		25			20:00	121		164		1		12		
08:15	215		92		2		19			20:15	125		194		7		9		
08:30	201		110		7		19			20:30	126		188		3		11		
08:45	187	859	98	427	2	14	13	76	1376	20:45	121	493	195	741	4	15	19	51	1300
09:00	136		105		8		17			21:00	131		162		6		19		
09:15	150		82		15		14			21:15	118		157		3		21		
09:30	136		105		13		8			21:30	99		156		5		12		
09:45	126	548	112	404	9	45	8	47	1044	21:45	91	442	141	616	0	14	11	63	1135
10:00	125		106		6		13			22:00	85		116		8		4		
10:15	122		97		6		12			22:15	95		111		3		10		
10:30	108		113		6		10			22:30	82		109		7		7		
10:45	102	457	109	425	5	23	8	43	948	22:45	76	359	98	414	2	20	6	27	819
11:00	115		108		7		14			23:00	57		69		0		3		
11:15	123		124		11		12			23:15	47		71		0		2		
11:30	141		122		6		17			23:30	41		61		2		2		
11:45	126	505	149	503	9	33	24	67	1108	23:45	27	172	70	281	2	4	3	10	477
TOTALS:	5476		3046		211		479	9212		TOTALS:	5861		9243		312		617	16033	

SPLIT	59.4%	33.1%	2.3%	5.2%	36.5%	SPLIT	36.6%	57.6%	1.9%	3.8%	63.5%
PEAK HOUR	06:45	11:45	07:00	07:15	07:15	PEAK HOUR	17:45	17:00	13:15	13:00	17:15
PH VOLUME	1151	672	48	107	1797	PH VOLUME	663	1259	41	83	1958
PHF	0.95	0.88	0.86	0.84	0.92	PHF	0.94	0.95	0.64	0.83	0.95

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
11337	12289	523	1096	25245



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Average Daily Traffic Volumes
Quality Traffic Data, LLC

CDL PROJECT NO.:	2017204 - 011	SPR. COORDINATOR:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Thursday, June 15, 2017
CROSS STREET:	Summit Parc Dr (E/W)	LOCATION:	Dallas, TX

AM COUNTS									PM COUNTS									
	NB	SB	EB	WB					NB	SB	EB	WB						
00:00	42	51	0	3					12:00	151	162	9	16					
00:15	31	43	2	1					12:15	136	152	5	21					
00:30	25	40	0	0					12:30	141	164	4	8					
00:45	17	115	40	174	0	2	1	5	12:45	125	553	148	475	10	35	11	56	1263
01:00	18	40	1	1					13:00	146	152	6	19					
01:15	19	32	0	3					13:15	106	147	7	13					
01:30	17	21	0	4					13:30	141	165	7	15					
01:45	14	68	22	115	0	1	3	11	13:45	132	525	146	610	6	26	19	66	1227
02:00	14	11	0	1					14:00	140	178	6	19					
02:15	14	19	0	2					14:15	129	169	15	17					
02:30	9	23	0	3					14:30	143	185	8	10					
02:45	10	47	20	73	1	1	0	6	14:45	113	530	198	730	8	37	12	58	1355
03:00	18	16	2	1					15:00	109	185	5	10					
03:15	23	14	1	0					15:15	109	209	6	19					
03:30	23	18	1	0					15:30	148	216	3	16					
03:45	19	83	13	61	0	4	2	3	15:45	123	489	258	888	10	24	8	53	1434
04:00	22	11	1	0					16:00	140	241	7	8					
04:15	32	16	1	4					16:15	129	255	7	11					
04:30	68	16	1	1					16:30	138	281	8	7					
04:45	55	177	27	70	0	3	4	9	16:45	126	533	378	1055	6	28	11	37	1653
05:00	90	21	0	0					17:00	141	310	7	26					
05:15	126	30	4	16					17:15	149	315	9	6					
05:30	170	21	2	6					17:30	139	323	6	12					
05:45	185	571	42	114	3	9	16	38	17:45	138	567	285	1253	15	37	20	64	1901
06:00	212	53	4	25					18:00	132	303	10	22					
06:15	220	66	8	29					18:15	141	312	7	16					
06:30	248	77	4	11					18:30	163	285	4	15					
06:45	309	989	98	294	9	25	22	87	18:45	133	569	284	1184	13	34	13	66	1853
07:00	322	66	11	26					19:00	131	249	11	7					
07:15	299	107	10	28					19:15	144	261	13	16					
07:30	264	131	8	28					19:30	142	198	8	13					
07:45	287	1172	150	454	14	43	24	106	19:45	139	556	182	893	7	30	6	42	1527
08:00	265	117	7	27					20:00	156	209	12	21					
08:15	194	113	8	17					20:15	123	210	7	9					
08:30	212	100	4	27					20:30	156	176	7	16					
08:45	179	850	94	424	10	29	22	93	20:45	117	552	170	785	8	34	13	59	1410
09:00	131	105	7	21					21:00	129	164	4	9					
09:15	181	102	7	15					21:15	123	174	4	10					
09:30	150	99	14	19					21:30	119	162	5	12					
09:45	128	590	103	409	5	33	14	69	21:45	117	488	161	661	0	13	5	36	1198
10:00	132	98	7	6					22:00	103	140	5	8					
10:15	114	109	7	18					22:15	86	124	2	7					
10:30	104	125	9	16					22:30	75	138	4	7					
10:45	110	460	109	441	7	30	11	51	22:45	56	320	99	501	3	14	2	24	859
11:00	120	117	7	17					23:00	69	76	1	5					
11:15	120	135	3	23					23:15	61	107	1	10					
11:30	117	115	7	17					23:30	46	69	2	3					
11:45	142	499	166	533	5	22	11	68	23:45	40	216	55	307	3	7	5	23	553
TOTALS:	5621	3162	202	546	9531				TOTALS:	5898	9430	321	584	16233				

SPLIT	59.0%	33.2%	2.1%	5.7%	37.0%	SPLIT	36.3%	58.1%	2.0%	3.6%	63.0%
PEAK HOUR	06:45	11:45	07:00	07:15	07:00	PEAK HOUR	19:15	17:00	18:45	17:45	17:00
PH VOLUME	1194	644	43	107	1775	PH VOLUME	581	1233	45	73	1901
PHF	0.93	0.97	0.77	0.96	0.93	PHF	0.98	0.95	0.87	0.83	0.98

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
11519	12592	523	1130	25764



QUALITY TRAFFIC DATA, LLC

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Average Daily Traffic Volumes Quality Traffic Data, LLC

PROJECT NO.	2017204 - 011	GPS COORDINATES	N/A
ON STREET	Clark Rd (N/S)	START DATE	Friday, June 16, 2017
BOUNDARY	Summit Parc Dr (E/W)	LOCATION	Dallas, TX

AM COUNTS							PM COUNTS						
	NB	SB	EB	WB				NB	SB	EB	WB		
00:00	45	51	0	3			12:00	163	198	10	12		
00:15	24	62	1	0			12:15	148	177	7	13		
00:30	21	37	0	1			12:30	146	143	10	25		
00:45	21	111	40	190	1	2	12:45	139	585	166	689	12	39
01:00	24	37	0	2			13:00	132	172	5	16		
01:15	24	36	1	2			13:15	144	156	4	8		
01:30	14	31	0	1			13:30	137	170	5	10		
01:45	8	70	26	130	1	2	13:45	126	539	153	651	7	31
02:00	20	32	0	1			14:00	131	182	6	4		
02:15	11	31	0	0			14:15	123	194	13	11		
02:30	16	27	0	4			14:30	145	194	10	17		
02:45	18	65	19	109	2	2	14:45	138	537	192	762	8	37
03:00	13	17	3	0			15:00	160	218	12	10		
03:15	26	20	0	0			15:15	128	212	4	23		
03:30	20	25	2	0			15:30	133	221	11	26		
03:45	18	77	18	80	0	5	15:45	148	569	270	921	4	31
04:00	21	15	1	0			16:00	149	235	5	18		
04:15	22	9	1	2			16:15	151	230	5	10		
04:30	55	15	0	6			16:30	142	282	2	16		
04:45	58	156	19	58	1	3	16:45	133	575	273	1020	9	21
05:00	79	24	0	1			17:00	129	307	16	30		
05:15	137	30	4	4			17:15	151	297	6	17		
05:30	160	34	2	11			17:30	180	287	14	14		
05:45	178	554	32	120	5	11	17:45	152	612	279	1170	11	47
06:00	187	56	3	16			18:00	141	298	8	18		
06:15	201	61	3	15			18:15	186	268	7	25		
06:30	235	67	2	10			18:30	170	322	11	21		
06:45	254	877	95	279	6	14	18:45	138	635	256	1144	11	37
07:00	250	82	5	32			19:00	168	235	20	14		
07:15	250	86	12	24			19:15	166	207	10	10		
07:30	240	131	9	17			19:30	134	223	11	18		
07:45	255	995	151	450	3	29	19:45	143	616	184	849	6	47
08:00	229	131	8	29			20:00	141	176	3	21		
08:15	182	95	8	18			20:15	129	195	9	14		
08:30	191	106	5	23			20:30	135	173	5	6		
08:45	199	761	108	440	6	27	20:45	122	527	167	711	10	27
09:00	157	105	8	21			21:00	126	156	7	8		
09:15	157	103	22	24			21:15	146	149	10	19		
09:30	154	106	15	7			21:30	134	151	3	5		
09:45	137	605	135	449	17	62	21:45	128	534	162	618	3	23
10:00	139	128	9	8			22:00	119	142	5	13		
10:15	127	123	4	15			22:15	90	143	3	7		
10:30	133	124	9	16			22:30	83	151	3	5		
10:45	127	526	131	506	8	30	22:45	91	387	143	570	1	12
11:00	129	119	1	13			23:00	91	105	1	4		
11:15	117	165	8	8			23:15	78	116	2	7		
11:30	132	141	6	17			23:30	81	104	3	6		
11:45	142	520	169	594	5	20	23:45	53	303	105	430	1	7
TOTALS:	5317	3405	207	458	9387		TOTALS:	6426	9544	349	672	16991	

SPLIT	56.6%	36.3%	2.2%	4.9%	35.6%	SPLIT	37.8%	56.2%	2.1%	4.0%	64.4%
PEAK HOUR	07:00	11:45	09:15	07:00	07:15	PEAK HOUR	18:15	17:00	18:30	17:45	17:45
PH VOLUME	995	692	63	98	1600	PH VOLUME	662	1170	52	88	1941
PHF	0.98	0.87	0.72	0.77	0.92	PHF	0.85	0.95	0.65	0.88	0.93

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
11743	12949	556	1130	26378



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Average Daily Traffic Volumes
Quality Traffic Data, LLC

DATE PROJECTED:	2017204 - 011	DATE COLLECTED:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Saturday, June 17, 2017
CROSS STREET:	Summit Parc Dr (E/W)	LOCATION:	Dallas, TX

AM COUNTS										PM COUNTS										
	NB	SB	EB	WB		NB	SB	EB	WB		NB	SB	EB	WB						
00:00	52	96	4	2		12:00	149	188	3	9										
00:15	49	84	3	1		12:15	146	183	11	12										
00:30	34	76	1	1		12:30	138	170	6	13										
00:45	38	173	60	316	1	9	3	7	505		12:45	157	583	191	712	4	24	22	56	1382
01:00	34	57	1	4		13:00	196	187	13	25										
01:15	32	57	1	4		13:15	195	164	5	13										
01:30	26	46	0	2		13:30	189	180	11	14										
01:45	22	114	50	210	1	3	6	16	343		13:45	169	665	193	724	10	39	16	68	1496
02:00	29	55	1	2		14:00	188	205	10	11										
02:15	20	43	0	2		14:15	176	196	0	15										
02:30	14	35	0	0		14:30	152	206	8	6										
02:45	17	80	36	169	1	2	2	6	257		14:45	174	682	188	785	10	38	5	37	1542
03:00	11	30	1	0		15:00	171	179	10	7										
03:15	21	33	1	0		15:15	161	182	10	10										
03:30	15	32	0	3		15:30	175	206	8	15										
03:45	17	64	22	117	0	2	0	3	186		15:45	158	665	175	742	6	34	21	53	1494
04:00	17	21	0	0		16:00	168	178	7	9										
04:15	16	21	2	0		16:15	179	199	9	23										
04:30	27	22	1	4		16:30	164	195	15	5										
04:45	32	92	19	83	1	4	2	6	185		16:45	169	680	176	748	8	39	7	44	1511
05:00	34	37	0	4		17:00	162	192	10	13										
05:15	44	18	3	0		17:15	163	186	6	19										
05:30	60	23	0	6		17:30	161	183	11	14										
05:45	44	182	33	111	1	4	6	16	313		17:45	149	635	185	745	9	36	16	62	1479
06:00	79	35	0	0		18:00	196	186	9	19										
06:15	76	48	3	7		18:15	154	205	10	21										
06:30	82	62	2	8		18:30	148	181	12	9										
06:45	72	309	68	213	2	7	2	17	546		18:45	152	610	214	776	12	43	10	58	1488
07:00	96	66	1	10		19:00	196	187	9	10										
07:15	105	69	6	2		19:15	139	188	19	21										
07:30	83	80	2	20		19:30	168	150	5	20										
07:45	103	387	88	303	5	14	9	41	745		19:45	140	603	169	894	8	41	13	64	1402
08:00	107	98	4	11		20:00	150	160	10	14										
08:15	123	100	5	16		20:15	155	149	1	11										
08:30	131	101	10	18		20:30	129	185	1	14										
08:45	144	505	120	419	11	30	8	53	1007		20:45	113	547	164	658	5	17	16	55	1227
09:00	125	118	10	7		21:00	134	165	6	14										
09:15	175	124	10	11		21:15	129	169	11	9										
09:30	133	138	11	18		21:30	122	144	3	8										
09:45	152	585	122	502	8	39	25	61	1187		21:45	130	515	130	608	7	27	6	37	1187
10:00	131	119	18	20		22:00	123	132	4	7										
10:15	133	133	4	13		22:15	115	147	6	10										
10:30	116	150	9	14		22:30	104	143	0	8										
10:45	137	517	129	531	9	40	11	58	1146		22:45	108	450	139	561	4	14	4	39	1054
11:00	162	159	8	14		23:00	94	127	5	9										
11:15	147	158	11	18		23:15	93	118	3	4										
11:30	157	167	9	20		23:30	79	112	1	6										
11:45	135	601	181	665	12	40	17	69	1375		23:45	69	335	93	450	3	12	1	20	817
TOTALS:	3609	3639	194	353	7795	TOTALS:	6977	8214	354	584	16129									

SPLIT	46.3%	46.7%	2.5%	4.5%	32.6%	SPLIT	43.3%	50.9%	2.2%	3.6%	67.4%
PEAK HOUR	10:45	11:45	09:15	09:30	11:15	PEAK HOUR	13:30	13:45	19:30	12:45	13:30
PH VOLUME	603	702	47	76	1381	PH VOLUME	710	800	52	74	1571
PHF	0.93	0.93	0.65	0.76	0.98	PHF	0.96	0.97	0.68	0.74	0.97

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
10586	11853	548	937	23924



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

Average Daily Traffic Volumes Quality Traffic Data, LLC

UTS PROJECT #	2017204 - 011	UTS COORDINATOR	N/A
ON STREET	Clark Rd (N/S)	START DATE	Sunday, June 18, 2017
CROSS STREET	Summit Parc Dr (E/W)	LOCATION	Dallas, TX

AM COUNTS						PM COUNTS					
	NB	SB	EB	WB			NB	SB	EB	WB	
00:00	47	88	2	5		12:00	147	161	10	10	
00:15	62	84	1	3		12:15	152	161	6	19	
00:30	58	87	1	6		12:30	155	161	8	11	
00:45	55	222	54	313	1 5 4 18	558	12:45	173	627	169	652 6 30 10 50 1359
01:00	53	58	0	7		13:00	158	161	7	12	
01:15	37	60	0	1		13:15	165	163	5	8	
01:30	33	58	3	0		13:30	161	162	10	7	
01:45	27	150	50	226	1 4 2 10	390	13:45	159	643	154	640 5 27 5 32 1342
02:00	30	57	0	2		14:00	151	159	8	5	
02:15	26	43	3	0		14:15	137	149	7	8	
02:30	21	33	0	2		14:30	158	152	9	10	
02:45	13	90	40	173	0 3 1 5	271	14:45	147	586	162	631 10 34 12 35 1286
03:00	15	44	1	0		15:00	152	147	13	19	
03:15	17	35	0	0		15:15	132	142	12	12	
03:30	14	31	0	0		15:30	129	134	8	11	
03:45	12	58	26	136	0 1 0 0	195	15:45	120	533	174	587 7 40 6 48 1218
04:00	19	21	0	0		16:00	146	173	18	13	
04:15	16	19	1	0		16:15	155	170	10	2	
04:30	20	15	0	0		16:30	140	159	2	13	
04:45	16	71	21	76	0 1 0 0	148	16:45	143	582	146	648 10 40 18 46 1326
05:00	25	22	1	0		17:00	146	165	11	17	
05:15	21	23	0	2		17:15	147	157	3	19	
05:30	24	18	3	0		17:30	161	142	5	1	
05:45	34	104	22	85	0 4 5 7	200	17:45	160	614	160	625 13 32 19 56 1327
06:00	20	24	0	0		18:00	156	157	8	13	
06:15	35	26	0	0		18:15	149	163	14	17	
06:30	49	31	0	0		18:30	136	158	10	7	
06:45	45	149	37	118	2 2 1 1	270	18:45	131	571	157	635 6 38 17 54 1298
07:00	44	38	3	0		19:00	127	158	10	13	
07:15	57	58	5	4		19:15	122	160	8	17	
07:30	51	51	3	4		19:30	112	147	9	7	
07:45	40	192	87	234	7 18 6 14	458	19:45	114	475	156	621 8 35 14 51 1182
08:00	62	77	2	11		20:00	124	150	6	18	
08:15	108	66	8	2		20:15	125	130	13	18	
08:30	103	98	9	11		20:30	98	142	10	4	
08:45	111	384	95	336	7 26 5 29	775	20:45	130	477	142	564 10 39 12 52 1132
09:00	118	109	7	16		21:00	129	130	10	16	
09:15	131	102	8	10		21:15	125	133	11	8	
09:30	129	115	10	5		21:30	106	139	10	7	
09:45	148	526	109	435	13 38 13 44	1043	21:45	118	478	124	526 8 39 11 42 1085
10:00	134	106	7	19		22:00	103	115	2	4	
10:15	119	125	7	13		22:15	98	111	4	17	
10:30	159	133	5	19		22:30	90	110	5	5	
10:45	152	564	129	493	5 24 22 73	1154	22:45	70	366	80	416 2 13 10 36 831
11:00	148	152	10	17		23:00	61	85	1	10	
11:15	146	139	15	16		23:15	57	81	3	4	
11:30	145	132	9	18		23:30	49	68	1	5	
11:45	157	596	139	562	5 39 12 63	1260	23:45	42	308	55	289 3 8 4 23 528
TOTALS:	3106	3187	165	264	6722	TOTALS:	6180	6834	375	525	13914

SPLIT	46.2%	47.4%	2.5%	3.9%	32.6%	SPLIT	44.4%	49.1%	2.7%	3.8%	67.4%
PEAK HOUR	11:45	11:45	10:45	10:30	11:45	PEAK HOUR	12:45	15:45	15:15	16:30	12:45
PH VOLUME	611	622	39	74	1314	PH VOLUME	657	676	45	67	1377
PHF	0.97	0.97	0.65	0.84	0.97	PHF	0.96	0.97	0.63	0.88	0.96

DAY'S TOTAL				
NB	SB	EB	WB	TOTAL
9286	10021	540	789	20636



QUALITY TRAFFIC DATA, LLC

Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

ATTACHMENT 3

SPEED PROFILE

Clark Rd (N/S) - Summit Parc Dr (E/W) (COMBINED)

GTQ PROJECT #:	2017204 - 012	GPS COORDINATES:	0
ON STREET:	Clark Rd (N/S)	START DATE:	Tuesday, June 13, 2017
CROSS STREETS:	Summit Parc Dr (E/W)	VICINITY:	Dallas, TX

Time	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200	Total
0:00	0	2	0	0	10	26	63	124	25	14	4	2	0	270
1:00	0	0	0	2	2	16	44	87	12	8	0	2	0	173
2:00	0	0	0	0	2	12	32	44	20	10	8	0	0	128
3:00	0	0	0	0	2	12	28	36	16	10	4	2	0	110
4:00	0	0	0	2	3	17	47	104	44	26	10	2	1	266
5:00	2	2	0	0	6	16	88	226	197	138	36	8	0	717
6:00	0	2	0	0	10	20	128	434	368	235	104	8	1	1308
7:00	2	8	6	4	6	47	322	550	450	182	84	7	3	1673
8:00	2	0	0	2	26	62	260	436	312	106	34	5	0	1249
9:00	0	0	2	2	24	60	212	348	248	64	16	4	1	1003
10:00	2	0	0	0	20	58	176	308	219	60	28	5	1	897
11:00	0	2	8	4	12	92	232	298	190	104	20	4	1	965
12:00	0	0	0	2	20	108	262	449	294	88	26	2	0	1251
13:00	4	0	0	2	18	74	298	371	234	54	30	12	2	1099
14:00	0	0	0	2	10	86	263	409	272	106	22	11	2	1183
15:00	0	0	0	2	26	72	374	450	266	104	34	3	3	1334
16:00	0	0	0	8	22	86	444	694	200	106	26	6	0	1592
17:00	0	2	4	10	18	66	494	659	366	132	50	7	4	1612
18:00	0	0	0	10	6	34	490	675	354	188	28	7	0	1782
19:00	0	0	2	2	20	66	341	561	258	104	22	2	0	1378
20:00	0	2	0	2	24	76	253	530	194	72	16	6	0	1175
21:00	0	0	0	4	24	128	319	352	130	30	10	0	0	895
22:00	0	0	0	4	16	78	240	244	98	24	10	2	0	714
23:00	0	0	0	10	20	54	152	137	56	14	6	4	0	453
Total	12	20	22	74	351	1362	5588	8624	4823	2021	630	111	19	23527
% of Total	0%	0%	0%	0%	1%	6%	24%	36%	20%	9%	3%	0%	0%	

PERCENTILE SPEEDS:	10%	15%	50%	85%	90%
	39.5 mph	40.5 mph	46.6 mph	53.2 mph	55.1 mph

SPEED EXCEEDED:	15 MPH	25 MPH	35 MPH	45 MPH	55 MPH	65 MPH
	99.9%	99.8%	98.0%	68.6%	11.8%	0.6%
	23515	23473	23048	16128	2781	130

10 MPH PACE:	SPEED	NUMBER IN PACE	% IN PACE
	40 - 50 MPH	14082	59.9%



QUALITY TRAFFIC DATA, LLC

Phone: 877-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

SIGHT DISTANCE FIELD ASSESSMENT FORM - MINOR STREET MOVEMENTS

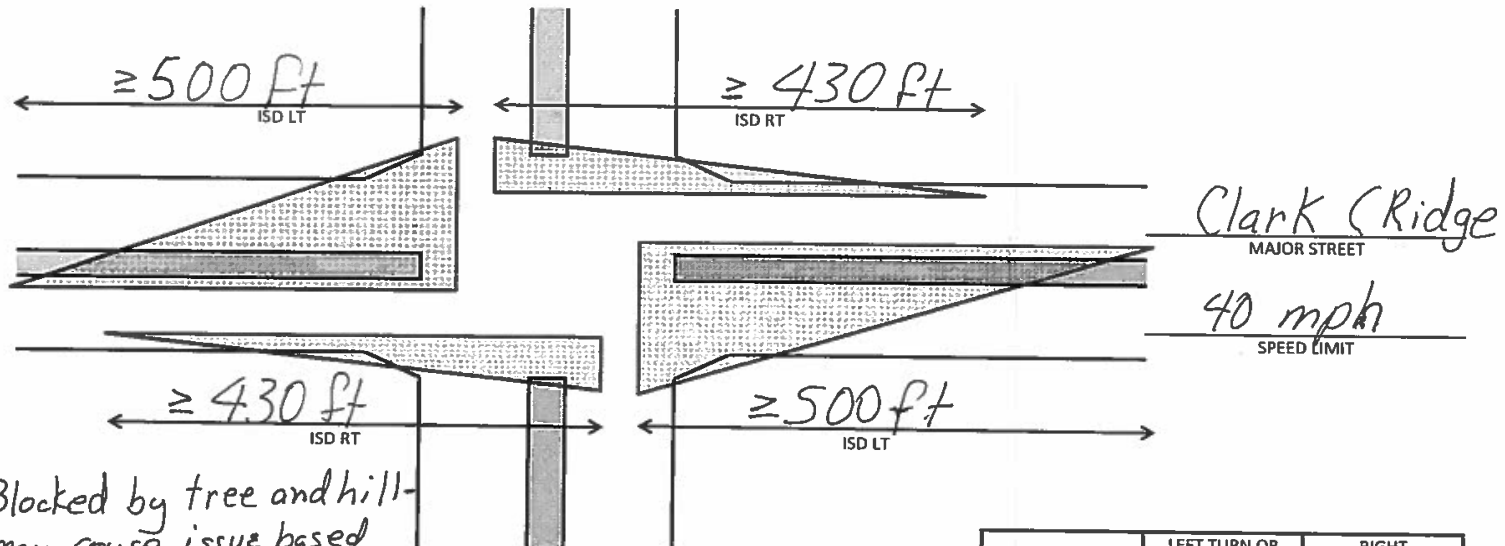
LOCATION: Clark - Summit

DATE: 7-25-17

COMPLETED BY: Michael Potter



(indicate with arrow)



EB RT Blocked by tree and hill-
OR
WBLT may cause issue based
on the 85th Percentile
speed of 53 mph

Notes:

1. Use this form for to check for stop control or permissive movements from the minor street
2. Vehicle target height = 4.5 feet.
3. Eye height = 3.5 feet

SPEED (MAJOR)	LEFT TURN OR THROUGH FROM STOP	RIGHT TURN FROM STOP
MPH	FT	FT
30	335	290
35	390	335
40	445	385
(45)	500	430
50	555	480

Ref. AASHTO Green Book, 2004 ed., Pp. 661, 664

Attachment 4 – Map of Signal Locations Referenced in Agreement

1. Cedar Ridge & Camp Wisdom

2. Clark & Camp Wisdom

3. Wheatland & Cockrell Hill

4. Clark & Wheatland

5. Clark & Big Stone Gap

6. Clark & Daniieldale



NEW: Clark Rd & Summit Parc/West Ridge

1. Cockrell Hill & Camp Wisdom

2. Cockrell Hill & I-20

3. Cockrell Hill & San Juan/Gannon

4. Cockrell Hill & Skyline

5. Wheatland & US-67

6. Wheatland & Westmoreland



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Council update on 2% mid-year compensation increase and year-to-date sales tax.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

A 2% mid fiscal year compensation increase was included in the FY21 Adopted Budget. City management agreed to adopt a wait-and-see posture regarding sales tax collections as the economy recovers from COVID-19 impacts.

POLICY EXPLANATION:

A 2% mid fiscal year compensation increase was budgeted in FY21. Council approved the budget with the caveat that management would monitor the progress of sales tax collections as the economy recovers from the pandemic. Year-To-Date sales tax collections have surpassed the prior year and the amount budgeted for FY21. The total cost of the compensation increase was \$236,210 of which \$188,229 was for General Fund employees. The Year-To-Date actual sales tax as of May 2021 exceeds the Year-To-Date FY21 budgeted sales tax by \$608,667 of which \$456,500 belongs to the General Fund and the remaining \$152,167 belonging to DCEDC.

FUNDING SOURCE:

All funds

Contract Log #:

N/A

RECOMMENDATION:

Effective the 2% mid fiscal year raise with the pay period ending May 23, 2021.



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution approving the terms and conditions of a Professional Engineering Services Agreement PSA-21-021 for Engineering Consulting Design Services for an emergency generator at the Summit Pump Station, with Dunaway Associates, LLC., in the proposed amount of \$76,038.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Public Works Director

Jacqueline R. Culton, P.E., Assistant Public Works Director

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The Summit Water Pump Station pumps 28% of the City's water supply and is critical for water supply operations. Emergency power back-up capabilities do not currently exist at this facility. However, the Texas Commission on Environmental Quality (TCEQ) regulations require either mechanical power or electric generators to enable water systems to provide water under pressure to the distribution system in the event of local power failures. The City of Duncanville requires an emergency generator at the Summit Water Pump Station to a permanent, non-interruptible power source for the Summit Water Pump Station.

This project is for the design of a 350 kilovolt-ampere (kVA) diesel standby emergency generator for the Summit Pump Station in accordance with the TCEQ regulations and requirements. If power is lost for any length of time, the City's ability to provide water for drinking water and firefighting purposes to its residential, commercial, industry, schools, public facilities and business customers could be impacted.

This agreement will provide the City with engineering services for the preparation of plans, construction specifications and contract documents for an emergency generator at the Summit Pump Station. Dunaway will provide plans, specifications, and contract documents for the City to use for bidding and construction.

The City previously sought various State funding grants for the emergency generator but was unsuccessful in obtaining grant funding.

In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships.

Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms and evaluations performed based on schedule/budget history, resources and capabilities, design experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niples, Dunaway Associates, RJN Group, Criado Associates, and IEA Inc.

Dunaway Associates will provide engineering design services for this project. Dunaway Associates was founded and is based in Fort Worth with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for work performed under this contract. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience in performing the type of work specified in the agreement. They have successively performed several utility design projects for the City of Duncanville to include the Danieldale Road Pavement and Utility Replacement project.

POLICY EXPLANATION:

Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002. The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation.

FUNDING SOURCE:

The City of Duncanville has \$76,038.00 available in the FY21 Utility Fund for the engineering design of the project.

Contract Log #:

1519

RECOMMENDATION:

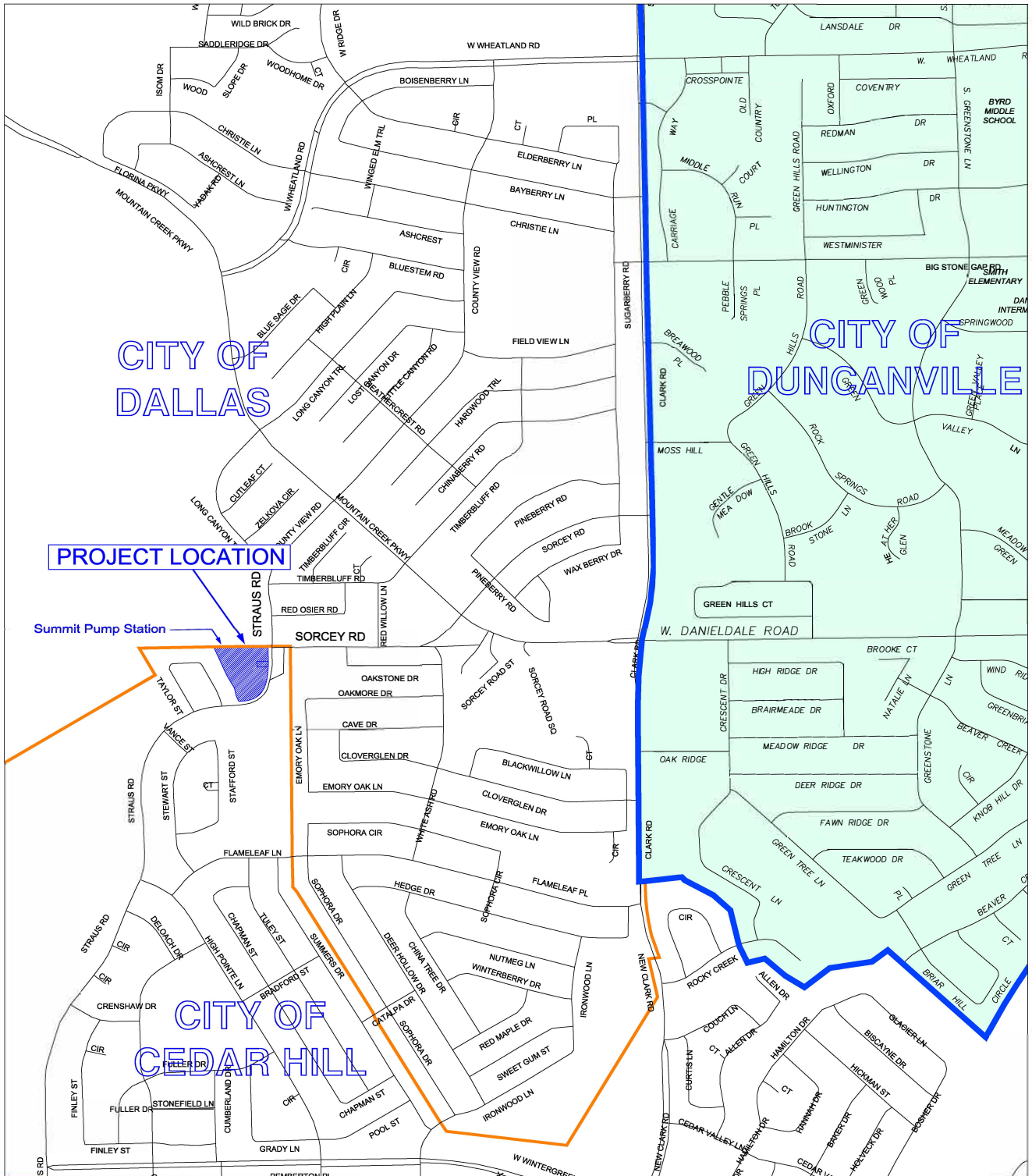
Staff recommends approval of Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-021 for Engineering Consulting Design Services for an emergency generator at the Summit Pump Station, with Dunaway Associates, LLC., in the proposed amount of \$76,038.00.

ATTACHMENTS:

[Attachment 1- Duncanville Summit Generator Exhibit \(1\)](#)

[Attachment 2 - Resolution No. - 2021-036 - Design Emergency Generator for Summit Pump Station](#)

ATTACHMENT 1



**PROJECT LOCATION FOR
PSA 21-021 - Engineering Consultant Services
Design of Summit Pump Station Generator
Professional Services Contract**



RESOLUTION NO. 2021-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT 21-021 FOR ENGINEERING CONSULTANT SERVICES FOR THE DESIGN OF SUMMIT PUMP STATION GENERATOR, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH DUNAWAY ASSOCIATES, LLC., IN THE PROPOSED AMOUNT OF \$76,038.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville desires to continue its commitment to make infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, it is necessary, for adequate emergency and facility operations planning, to provide an emergency generator for the Summit Water Pump House; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) regulations require either mechanical power or electric generators to enable water systems to provide water under pressure to the distribution system in the event of local power failures; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of Emergency Generator for Summit Pump Station; and

WHEREAS, the City of Duncanville has \$76,038.00 available in the FY21 Utility Fund for the design of the listed project; and

WHEREAS, the City of Duncanville City Council desires to use these funds for water improvements to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of Professional Engineering Services Agreement PSA-21-021 for Engineering Consultant Services Design of Summit Pump Station Generator Professional Services Contract, attached hereto and incorporated herein as Exhibit "A", with Dunaway Associates, LLC., in the proposed amount of \$76,038.00.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**PSA 21-021
Engineering Consultant Services for the
Design of Summit Pump Station Generator
Professional Services Contract**

This services agreement ("Contract") is made as of the Effective Date by and between

**Dunaway Associates, LLC
550 Bailey Ave., Suite 400
Dallas, TX 75251
817-335-1121
Attn: Ron E King, PE
rking@dunawayassociates.com**

hereinafter called "**CONTRACTOR**", and the **City of Duncanville, Texas**, hereinafter called "**OWNER**".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

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

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

EXHIBIT A

- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Attachment 1, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A" and "B". which shall not exceed **SEVENTY-SIX THOUSAND THIRTY-EIGHT DOLLARS (\$76,038.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

EXHIBIT A

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.
- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 11. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of

EXHIBIT A

this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent Contractor

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice

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

If to OWNER:

City of Duncanville
Attn: Purchasing Department
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058
sbaker@duncanville.com

If to CONTRACTOR, send to Address on Page 1 of this Agreement.

Section 16. Exhibits

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

Section 17. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the

EXHIBIT A

State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

Section 20. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Purchasing Office
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to CONTRACTOR by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

- E. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Owner.

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Section 21. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement

Section 22. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 23. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Contract.

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

EXHIBIT A

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE**

EXHIBIT A

OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

EXHIBIT A

(Signature page to follow)

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2021.

City of Duncanville, Texas
OWNER

Signature
Aretha Ferrell-Benavides
City Manager

Dunaway Associates, LLC.
CONTRACTOR



Signature

Ron King

Printed Name

Engagement Manager II

Title

STATEMENT OF WORK
City of Duncanville
Design of Summit Pump Station Generator

Part 1: General Information

- A. Introduction: The City of Duncanville requires the design of a 350 kVA diesel standby generator installation for the Summit Pump Station. Only sealed/signed plans and technical specifications are needed at this time since bidding and construction phases will occur at a later date corresponding with the schedule of construction funding. The generator pad will be installed about about 10' east of the decorative fence adjacent to the pump station building. The automatic transfer switch may be installed on an outside pad also if it will not fit within the pump station building. The City also desires to determine the feasibility of powering the telemetry building from the pump station building meter and the generator, instead of from the current, separate meter.
- B. Scope
1. Project Management - engineer will manage the work outlined in this scope to ensure efficient and effective use of engineer's and City's time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.
 2. Development of base mapping for the design using available LIDAR imagery and contours. On-site topographic survey and setting of any benchmarks will not be conducted.
 3. Conduct a Conceptual Analysis.
 4. Conduct engineering design and prepare construction plans and technical specifications for all proposed improvements in the specified area (assumes one bid package).
 5. Conduct geotechnical engineering and prepare Geotechnical Report to present the results of the field and laboratory data together with analyses of the results and recommendations.
 6. Conduct an SUE test hole at the proposed crossing over the existing DWU 36" water main.
- C. Items Not included in Scope
1. On-site topographic survey or setting of benchmarks.
 2. Bidding and construction phase support services.
 3. Environmental assessment or permitting.
 4. Irrigation or landscape design.
 5. SWPPP (to be performed by Contractor prior to construction).
 6. Arc-Flash Hazard Study.

These services can be provided if desired by the City and can be added by Contract Amendment.

D. Applicable Documents

1. Attachment “A” - Project Map
2. NCTCOG Public Works Construction Standards —5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Project Management

1.1. Managing the Team

- 1.1.1. Lead, manage and direct design team activities
- 1.1.2. Ensure quality control is practiced in performance of the work
- 1.1.3. Communicate internally among team members
- 1.1.4. Task and allocate team resources

1.2. Communications and Reporting

- 1.2.1. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements
- 1.2.2. Conduct review meetings with the City at the end of each design phase
- 1.2.3. Prepare invoices monthly in the format requested by the City.
- 1.2.4. Prepare and submit monthly progress reports detailing work performed, project status and upcoming milestones.
- 1.2.5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly
- 1.2.6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.
 - 1.2.6.1. Dallas Water Utilities
 - 1.2.6.2. On-site Private Franchise Utility Companies
- 1.2.7. It is not anticipated that there are any permitting authorities outside of the City of Duncanville for this project.

2. Develop Base Mapping – the Engineer shall develop base mapping to be utilized for project

design. It will consist of available LIDAR imagery and contours, with overlay of existing on-site utilities from City as-built drawings.

2.1.1. One 10-foot deep SUE pothole will be conducted at the crossing of the proposed ductbank over the existing DWU 36" water main.

3. Conduct a Conceptual Analysis of the Proposed Improvements

- 3.1. Using the developed base mapping, prepare a conceptual site plan to show the location/layout of major elements, namely generator & pad, driveway extension, ATS & pad, and electrical conduit run to the separate telemetry building.
- 3.2. Prepare a comparative cost analysis of powering the telemetry building from the pump station meter & generator.
- 3.3. Prepare a comparative cost analysis of sizing the generator to power all 3 pumps versus 2 of them.
- 3.4. Prepare a technical memorandum to summarize the conceptual analysis and associated recommendations. It shall include the comparative OPCC's and conceptual site plan.

4. Prepare the Designs and Technical Specifications (90% and Final):

- 4.1. The Engineer will prepare construction drawings and technical specifications required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines. The 90% and final design plans shall consist of the following:
 - 4.1.1. Prepare cover, index, general notes and other necessary information sheets.
 - 4.1.2. Prepare layout plan sheets showing the proposed improvements, including:
 - 4.1.2.1.1. Generator and ATS locations and layouts, including structural pads.
 - 4.1.2.1.2. Driveway extension.
 - 4.1.2.1.3. Electrical improvements within the pump station building and at the telemetry building.
 - 4.1.2.1.4. Ductbank extension to the telemetry building.
- 4.2. The Engineer will submit three (3) copies each of the 90%, and Final Plans on full-size plan sheets and PDF format for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans. The submittals shall also include technical specifications and updated OPCC's.
- 4.3. The Engineer will provide all CADD files related to the design.
 - 4.3.1. All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.

4.3.2. Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.

4.4. The Engineer shall produce all design drawings in the latest version of MicroStation Computer Aided Design and Drafting system (CADD) or AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:

4.4.1. All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.

4.4.2. All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with MicroStation.

4.4.3. Each final design sheet must be in its own computer file in a format completely compatible with MicroStation or Civil 3D the latest version of final design sheet will incorporate the computer file extension “.dgn” as the last characters in the file’s name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.

4.4.4. Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the “Portable Document Format (PDF)” type file.

4.4.5. Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.

4.5. The Engineer shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the City.

4.6. The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.

5. Provide Geotechnical Report

5.1. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:

5.1.1. Recommendations for structural pad subgrade.

5.1.2. Recommendations for driveway extension base and subgrade.

B. Deliverables

1. Project Schedule. Project Schedule will include milestones for preparation of drawings and specifications. Suspense for initial Project Schedule is 15 days after contract award. The Engineer will provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period. This schedule will be binding for the Engineer's activities and will include the start and completion dates for each design activity. The Engineer and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Engineer shall update the schedule to reflect performance periodically (minimally at each design phase or monthly, whichever is less) for the Project Team's review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule. At a minimum, the schedule will include the following milestones:

- 1.1. Completion of conceptual analysis and 90% and Final Drawings and Specifications

2. Meeting Minutes. The engineer 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.

3. Construction Drawings and Specifications.

- 3.1. The engineer will provide 90% and Final Drawings in accordance with project schedule milestones.

- 3.2. Engineer will complete cost estimate with each submittal milestone.

4. Geotechnical Report. The engineer will submit the geotechnical report in electronic format (.pdf) and can submit a hard copy upon request by the City project manager.

Part 3: Supporting Information

A. Place of Performance: City of Duncanville (See attached map for exact location).

B. Period of Performance: 120 Calendar Days plus review time by the City and other applicable agencies, to include the period from Notice to Proceed to submission of final plans and technical specifications.

C. General Requirements

1. Media Submittals

- 1.1. Submittals must be on a Compact Discs (CD), "Write Once" (CD-R) media. The CD-R must be "closed" (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.

- 1.2. Each CD-R shall have written in permanent ink on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed

with the GIS Coordinator.

- 1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.
2. Legal, Regulatory and Permit Requirements.
 - 2.1. The Engineer will identify and coordinate designs and recommendations of this project to meet 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.
 - 2.2. The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit, access easement, 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 at least 60 days prior to when the construction work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager. If these permits have not been identified and included during initial scoping of the project and are discovered to be needed during design, they will be added by contract amendment.
3. Meetings. The Engineer will attend up to three (3) meetings with the City, including a project kickoff meeting and two (2) design review meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews.
4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City 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. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project, and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.
6. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into specifications and designs, as directed by City.
7. Fixed Assets. Provide the required information for City's fixed asset system as required.



EXHIBIT B

March 23, 2021

Ms. Jacqueline (Jackie) Culton, P.E.
 Assistant Director of Public Works
 203 E. Wheatland Rd.
 Duncanville, TX 75138-0280
 Via e-mail: jculton@duncanville.com

Reference: Proposal for Professional Engineering Services
 Summit Pump Station Generator

Dear Ms. Culton:

Dunaway Associates, L.L.C. (Dunaway) is pleased to submit this revised proposal for professional civil engineering and electrical engineering services on the above-referenced project. Based on our scoping site visit with Greg Ramey, Matt Bryant, and Jason Coulston on January 29, 2021 and the recent e-mail correspondence with you, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Understanding and an Executive Fee Summary followed by a detailed Statement of Work. We have also attached a conceptual site plan and a conceptual level OPCC, with a **total estimated construction cost of \$470,000**. Please note that this construction cost estimate is based upon bids received last year for a similar project in Colleyville.

Project Understanding

The City of Duncanville requires the design of a diesel standby generator installation for the Summit Pump Station. Only sealed/signed plans and technical specifications are needed at this time since bidding and construction phases will occur at a later date corresponding with the schedule of construction funding. The generator pad will be installed about 10' east of the decorative fence adjacent to the pump station building. The automatic transfer switch may be installed on an outside pad also if it will not fit within the pump station building. The City also desires to determine the feasibility of powering the telemetry building from the pump station building meter and the generator, instead of from the current, separate meter.

The first task of the project will be to conduct a conceptual analysis for the following:

- Show location/layout of major elements, namely generator & pad, driveway extension, ATS & pad, and electrical conduit run to the separate telemetry building.
- Cost analysis of powering the telemetry building from the pump station meter & generator.
- Cost analysis of sizing the generator to power all 3 pumps versus 2 of them.

Following City approval of the recommendations of the conceptual analysis, a geotechnical boring and report will be prepared to support the design of the structural concrete pads and driveway extension. A Level A SUE test hole of the DWU 36-inch tank feed line has been included in the budget below in case the option for powering the telemetry building is selected. Topographic

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Corporate: 550 Bailey Avenue, Suite 400 ≈ Fort Worth, Texas 76107 ≈ Tel: 817.335.1121 ≈ Fax: 817.335.7437 ≈ dunawayassociates.com

Fort Worth ≈ Austin ≈ Midland ≈ San Antonio

EXHIBIT A

Proposal for Professional Engineering Services
Summit Pump Station Generator

Page 2

survey of the site is not included because aerial/LIDAR data will be adequate for the level of survey data needed for this project. It is assumed that the arc-flash hazard study will be required from the Contractor during the construction phase.

After these field investigations, final design will be conducted, including both 90% level and final plans, specifications, and OPCC.

Executive Fee Summary

Basic Engineering Services	
Project Management	\$ 3,850.00
Data Collection & Base File Preparation	\$ 3,765.00
Conceptual Analysis	\$ 12,452.00
Design (90% & Final)	\$ 45,881.00
Geotechnical Services	\$3,860.00
Level A Test Hole	\$ 5,730.00
Direct Expenses	\$ 500.00
Total:	\$ 76,038.00

All administrative and application fees required by review authorities will be paid by the City and are not included in Dunaway's proposed fee.

If this proposal meets with your approval, we will proceed to formalize a contract. If there are any questions regarding the scope of work, we are ready to discuss. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,



Ron King, P.E.
Engagement Manager II | Associate

EXHIBIT A

ATTACHMENT A
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 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.

EXHIBIT A

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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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.) N/A

3 Name of local government officer about whom the information is being disclosed.

N/A

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.

N/A

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

Page 22 of 22

Signature of vendor doing business with the governmental entity

May 4, 2021

Date



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution approving the terms and conditions of a Professional Engineering Services Agreement PSA-21-022 for Engineering Consulting Design Services for the replacement of the water pipeline along Wren Avenue, from Oriole Blvd. to Winding Trail, and the replacement of the water pipeline located in the utility bridge over I-20, adjacent to Oriole Blvd., with Dunaway Associates, LLC., in the proposed amount of \$70,035.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Public Works Director

Jacqueline R. Culton, P.E., Assistant Public Works Director

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The City of Duncanville requires the design of the replacement of approximately 700 linear feet of existing 8-inch water pipeline along Wren Ave from Oriole Blvd to Winding Trail in the Fairmeadows North Subdivision. This pipeline will be upsized to a 12" diameter pipeline and relocated from south of the existing curb line to north of the existing curb. In addition, the design will also provide for the replacement of the existing sidewalk along Wren Ave because the existing sidewalk will be disturbed during the replacement of the water pipeline. The existing water pipeline, constructed in the 1960's, has been repaired on numerous occasions and is in need of replacement. In addition, TxDOT recently reconstructed Wren Ave over this 8-inch water line as part of the TxDOT I-20 Service Road Project. This will make future repairs of the water pipeline more difficult and time consuming due to the increased depth of the TxDOT pavement should the pipeline remain in its current alignment.

The City also requires the design of the ten-inch water main replacement line along the Oriole Blvd utility bridge over I-20 be upsized to a 12" water line with protective insulation for a length of 360 linear feet, plus connections to the existing water system. The City of Duncanville has experienced the loss of use of the 10" water line due to the historic freezing temperatures during February 2021. The icy weather caused the water in the pipeline to freeze and caused the pipe to burst.

Both pipelines are over forty years old and need of replacement.

This agreement will provide the City with engineering services for the preparation of plans and construction specifications for the replacement of approximately 700 linear feet of existing 8-inch water

pipeline with a 12-inch water pipeline in Wren Avenue from Oriole Blvd to Winding Trail and the replacement of the 10-inch water pipeline with a 12" water pipeline with protective insulation on the Oriole Blvd utility bridge for a length of 360 linear feet.

Dunaway Associates will provide plans, specifications, and contract documents for the City to use for bidding and construction. Dunaway Associates will also coordinate with TxDOT for the Oriole Blvd utility bridge crossing and provide construction phase services under the contract. Dunaway Associates was founded and is based in Fort Worth with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for work performed under this contract. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience in performing the type of work specified in the agreement. They have successively performed several utility design projects for the City of Duncanville to include the Danieldale Road Pavement and Utility Replacement project.

Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002.

The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation. In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships. Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms and evaluations performed based on schedule/budget history, resources and capabilities, design experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niples, Dunaway and Associates, RJN Group, Criado Associates, and IEA Inc.

POLICY EXPLANATION:

City Council approval is required for all contracts over \$50,000.00.

FUNDING SOURCE:

The City of Duncanville has \$70,035.00 available in the FY21 Utility Fund for the engineering design of the project.

Contract Log #:

1518

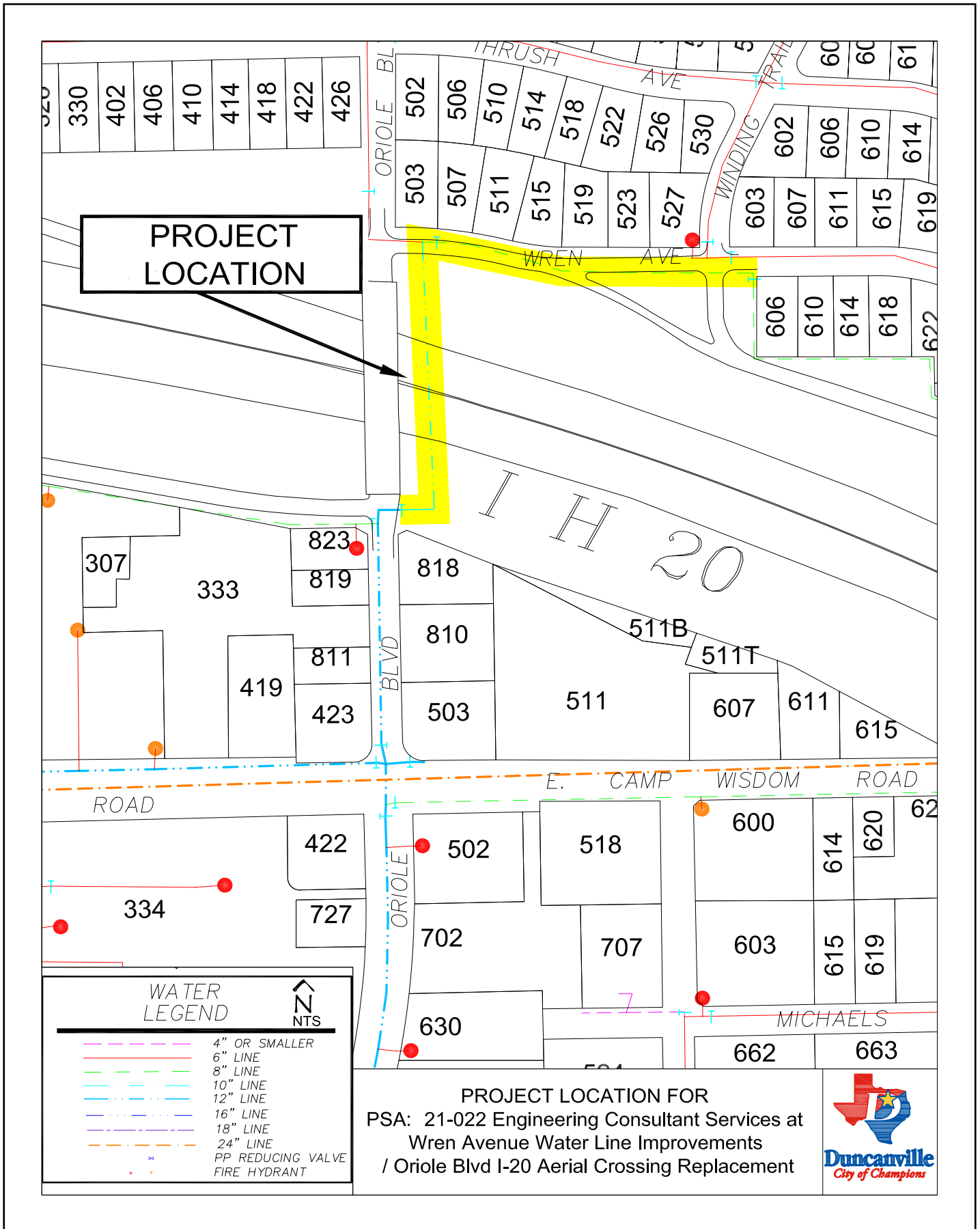
RECOMMENDATION:

Staff recommends the approval of Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-022 for Engineering Consulting Design Services for the replacement of the water pipeline along Wren Ave, from Oriole Blvd. to Winding Trail, and the replacement of the water pipeline located in the utility bridge over I-20, adjacent to Oriole Blvd., with Dunaway Associates, LLC., in the proposed amount of \$70,035.00.

ATTACHMENTS:

[Attachment 1 - Project Location Map Wren Avenue and Utility Bridge at Oriole Blvd. Water Pipelines Replacement](#)

[Attachment 2 - Resolution No. - 2021-037- Design Wren Avenue and Utility Bridge at Oriole Blvd Waterline Replacements - Pdf](#)



RESOLUTION NO. 2021-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT 21-022 FOR DESIGN SERVICES FOR WREN AVENUE AND UTILITY BRIDGE AT ORIOLE BOULEVARD WATER PIPELINE REPLACEMENTS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH DUNAWAY ASSOCIATES, LLC., IN THE PROPOSED AMOUNT OF \$70,035.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville desires to continue its commitment to make infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of Wren Avenue and Utility Bridge at Oriole Boulevard Water Pipeline Replacements; and

WHEREAS, the City of Duncanville has \$70,035.00 available in the FY21 Utility Fund for the design of the listed project; and

WHEREAS, the City of Duncanville City Council desires to use these funds for water improvements to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of Professional Engineering Services Agreement PSA-21-022 for Engineering Consultant Services for the Design of Wren Avenue and Utility Bridge at Oriole Blvd. Water Pipeline Replacements, attached hereto and incorporated herein as Exhibit "A", with Dunaway Associates, LLC., in the proposed amount of \$70,035.00.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

PSA: 21-022
Engineering Consultant Services for the
Design of Wren Avenue Water Line Improvements / Oriole Blvd I-20 Aerial Crossing Replacement
Professional Services Contract

This services agreement ("Contract") is made as of the Effective Date by and between

Dunaway Associates, LLC
550 Bailey Ave., Suite 400
Dallas, TX 75251
817-335-1121
Attn: Bryan Sherrieb, PE
bsherrieb@dunaway.com

hereinafter called "**CONTRACTOR**", and the **City of Duncanville, Texas**, hereinafter called "**OWNER**".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

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

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

EXHIBIT A

- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Attachment 1, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A" and "B". which shall not exceed **SEVENTY THOUSAND THIRTY-FIVE DOLLARS (\$70,035.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

EXHIBIT A

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.
- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 11. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of

EXHIBIT A

this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent Contractor

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice

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

If to OWNER:

City of Duncanville
Attn: Purchasing Department
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058
sbaker@duncanville.com

If to CONTRACTOR, send to Address on Page 1 of this Agreement.

Section 16. Exhibits

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

Section 17. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the

EXHIBIT A

State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

Section 20. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Purchasing Office
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to CONTRACTOR by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

- E. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Owner.

EXHIBIT A

Section 21. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement

Section 22. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 23. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Contract.

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

EXHIBIT A

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE**

EXHIBIT A

OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

EXHIBIT A

(Signature page to follow)

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

_____ day of _____, 2021.

City of Duncanville, Texas
OWNER

Signature
Aretha Ferrell-Benavides
City Manager

Dunaway Associates, LLC
CONTRACTOR



Signature
Kervin Campbell, PE

Printed Name
Regional Executive | Principal

Title

EXHIBIT A
EXHIBIT A

STATEMENT OF WORK
City of Duncanville
Design of Water Main Replacement
Wren Avenue an Oriole Blvd I-20 Aerial Crossing

Part 1: General Information

- A. Introduction: The City of Duncanville requires a design for a water line to replace an existing 8" water line in Wren Avenue from Oriole Blvd to Winding Trail. This line is being upsized to a 12" and will be relocated from south of the existing curb line to north of the existing curb line for approximately 700 linear feet. The City also requires that the replacement line be upsized to a 12" water line with protective insulation on the same utility bridge for a length of 360 linear feet, plus connections to the existing water system.
- B. Background: The existing water line in Wren Avenue is 8-inches and was constructed in City right of way with the Fairmeadows subdivision in the 1960's. TxDOT later utilized Wren Avenue as an access road with the construction of IH-20 in 1970. TxDOT has reconstructed Wren Avenue over this 8-inch water line. Dunaway will use TXDOT's topographic survey files to provide a new 12" water line under the existing back of curb on Wren Avenue. Dunaway will provide plans, specifications, and contract documents for the City to use for bidding and construction. In addition, the City of Duncanville has experienced the loss of use of a 10" water line on a utility bridge over I-20, adjacent to Oriole Blvd. due to the historic freezing temperatures during February 2021. Similar to Wren Avenue, Dunaway will use TxDOT's topographic survey to provide a new 12" water line. Dunaway will make a recommendation for insulation
- C. Scope
 - 1. Data Collection - obtain any as-built plans of the existing water lines, sanitary sewer lines and franchise utilities in the project areas
 - 2. Prepare plan and profile sheets for the 12" water line on Wren Avenue.
 - 3. Prepare plan and profile sheet for the 12" water line on the Oriole Avenue utility bridge
 - 4. Provide a phasing plan
 - 5. Provide specialized specifications and details as necessary to support the Oriole Avenue utility bridge crossing
 - 6. Provide appropriate sidewalk ramp details compliant with Texas Accessibility Standard.
 - 7. Provide specifications, contract book, and opinion of probable construction cost
 - 8. Coordinate with TxDOT for Oriole Avenue utility bridge crossing
 - 9. Coordination with the franchise utilities
 - 10. Submit plans for TDLR Review

EXHIBIT A

11. Provide construction support during construction phase of project.
12. Limited structural analysis on the Oriole Avenue Bridge utility crossing. TxDOT has not provided any guidance to confirm the scope of structural analysis. The scope of this service provided in this statement of work is limited to the review of loads and issuance of a letter noting that the loads on the bridge fall within the limits a set by TxDOT.

D. Items Not Included in Scope

1. Modeling and sizing of water lines
2. Preparation of Right of Way documents
3. SUE
4. Topographic or Boundary Survey
5. Geotechnical Services

These services can be provided if desired by the City and can be added by Contract Amendment.

E. Applicable Documents

1. Project Location Map
2. NCTCOG Public Works Construction Specifications – 5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Prepare the Designs and Specifications (90%):
 - 1.1 The Engineer will use the information and data obtained to develop design plans and specifications for this project, and will included at a minimum, the following:
 - 1.1.1 Existing survey data produced by TxDOT.
 - 1.1.2 Existing water and sewer GIS maps, record drawings, and design drawings.
 - 1.1.3 Property ownership and tax plat information from Dallas County, etc.
 - 1.1.4 Texas Commission on Environmental Quality (TCEQ) rules. Although the City adheres to all design guidelines required by TCEQ, the following chapters are often referred to: Chapter 290, Public Drinking Water.

EXHIBIT A

- 1.1.5 Latest Edition of North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards, North Central Texas, available from NCTCOG, 616 Six Flags Drive, Arlington, TX 76011, (800) 272-3921.
- 1.1.6 Water Distribution System Study Update, July 1984.
- 1.2 The Engineer will coordinate with utility companies to ensure proper clearance from the proposed improvements. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.
- 1.3 The Engineer, upon request, will create presentations for public meetings and hearings and assist the City at these meetings.
- 1.4 The Engineer will prepare construction drawings and technical specifications required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines.
- 1.5 The Engineer will submit one pdf and two (2) copies each of the 90% Plans on full-size plan sheets and PDF format and one copy of the contract book for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans.
- 1.6 The Engineer will provide Digital Drawing Registration and Survey Control.
 - 1.6.1 Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, and seconds for bearings and angles.
 - 1.6.2 Northing, Easting, and Elevation State Plane Grid Coordinates shall be provided in a format that may be incorporated into the City's ESRI ArcGIS system. The Project Manager will provide more information concerning formats and expectations on request.
 - 1.6.3 The data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone
 - 1.6.4 The accuracy will be at a minimum 3 cm (horizontal).
- 1.7 The Engineer will provide all CADD files related to the design.
 - 1.7.1 All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.
 - 1.7.2 Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.

EXHIBIT A

- 1.8 The Engineer shall produce all design drawings in the latest version of MicroStation Computer Aided Design and Drafting system (CADD) or AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:
 - 1.8.1 All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.
 - 1.8.2 All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with MicroStation.
 - 1.8.3 Each final design sheet must be in its own computer file in a format completely compatible with MicroStation or Civil 3D the latest version of final design sheet will incorporate the computer file extension “.dgn” as the last characters in the file’s name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.
 - 1.8.4 Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the “Portable Document Format (PDF)” type file.
 - 1.8.5 Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.
- 1.9 The Engineer shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the City.
- 1.10 The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.
4. Provide Construction Support
 - 4.1. The Engineer will provide construction services as requested by City. This shall include but not be limited to plan revisions, submittal reviews, responses to requests for information, periodic site visits, review of proposed change orders, attend pre-bid meetings, etc.

EXHIBIT A

- 4.2. At the completion of construction of each pipeline segment, the Engineer shall prepare construction record drawings and based on certified red-line drawings made by the inspectors. The Engineer shall deliver the record drawings and specifications to the Project Manager. The Engineer shall furnish computer files of the scanned images of the final drawings and specifications with the construction records posting on a Compact Disc.
- 4.3. The Engineer shall register this project with TDLR for accessibility review and utilize an accessibility consultant for design review and inspection.

B. Deliverables

1. Project Schedule. Project Schedule will include milestones for preparation of drawings and specifications. The initial Project Schedule will be submitted concurrently with this statement of work. The Engineer will provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period. This schedule will be binding for the Engineer's activities and will include the start and completion dates for each design activity. The Engineer and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Engineer shall update the schedule to reflect performance periodically (minimally at each design phase or monthly, whichever is less) for the Project Team's review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule. At a minimum, the schedule will include the following milestones:
 - 1.1. Completion of 90% and Final Drawings and Specifications
 - 1.2. Completion of contract documents
2. Meeting Minutes. The engineer 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.
3. Construction Drawings and Specifications
 - 3.1. The engineer will provide Final Drawings and the project manual in accordance with project schedule milestones.
 - 3.2. The Engineer shall prepare construction plans as required. The plans shall be in conformance with all applicable Public Works guidelines, policies, criteria, etc. Plans shall be created in a professional manner and be adequate to advertise for construction bids. Final deliverables shall include but not be limited to the following:
 - 3.2.1. Prepare final design plan and profile sheets.
 - 3.2.2. Prepare project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.
 - 3.2.3. Prepare Traffic Control Plans upon request of the City for construction

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activities within specific project limits or areas leading to or from the project site(s). Traffic Control Plans shall be sealed by the responsible Engineer.

- 3.2.4. The Engineer will submit the plans for TxDOT Approval.
- 3.2.5. Provide up to four sets of final plans, as directed by the City.
- 4. Final Record Drawings. The engineer will provide final record drawings based on the construction contractors "red-line" drawings. Record Drawings will be submitted within 30 days after receiving contractor "red-lines".
 - 4.1. The CD-R shall contain an electronic copy of the digital drawing file in the following AutoCAD or MicroStation formats. DXF, DWG, DGN (DWG or DGN are preferred). A compressed and self-extracting file type (.ZIP) of these is acceptable.
 - 4.1.1. These submittals must follow the specifications listed above.
 - 4.1.2. All digital drawing files must be "stand-alone" without the necessity of attaching Reference or X-Ref files, or modifying levels and layers.
 - 4.2. As-built maps of the project shall be submitted in a GIS ready format, specifically, a shape file or a personal geodatabase, readable by current City GIS software, ESRI ArcGIS 10.5 or newer release. These submissions shall include the layers and data attribute fields outlined in City's GIS.
 - 4.2.1. The City will provide existing data contained in the City's GIS at the request of the Engineer. The City makes no claim as to the accuracy of the data provided. It will be the Engineers' responsibility to verify the actual locations of the features.
 - 4.2.2. The City will provide template shape files and/or personal geodatabase for the Engineer to use for their submittals.
 - 4.2.3. Additional layer descriptions and information are acceptable and encouraged as long as the minimum requirements are met.
 - 4.2.4. The Engineer shall coordinate with the City and the City's Construction Contractor to collect and submit as-built information at the completion of the project. Collected data will include obtaining GIS survey of the as-built City asset for each completed construction location. Submittal will include as-built Mylar record drawings and CADD files for each location built compatible with the City's current GIS system.
 - 4.2.5. The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in Microsoft Word for Windows software, current release, or other compatible text file format. MS "Word" is the preferred document software.

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Part 3: Supporting Information

- A. Place of Performance – City of Duncanville (See attached Location Map).
- B. Period of Performance – Design is to be completed in 30 Calendar Days, from Notice to Proceed to final acceptance of plans, with a total of 120 calendar days anticipated from to include the period from Notice to Proceed to Record Drawing submittal.

General Requirements**1. Media Submittals**

- 1.1. Submittals must be on a Compact Discs (CD), "Write Once" (CD-R) media. The CD-R must be "closed" (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.
- 1.2. Each CD-R shall have written in permanent ink on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed with the GIS Coordinator.
- 1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.

2. Legal, Regulatory and Permit Requirements

- 2.1 The Engineer will identify and coordinate designs and recommendations of this project to meet 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.
 - 2.2 The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit, access easement, 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 at least 60 days prior to when the construction work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager.
3. Meetings. The Engineer will attend up to five (5) meetings with the City, including a project kick-off meeting and one (1) design review meeting as prescribed by the City

EXHIBIT A

- for information transfer, gaining input, and project status updates. Dunaway will attend one (1) Pre-Construction Meeting and make up to two (2) site visits during construction. The Engineer will brief Public Works Administration and City Executives, as required.
4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City 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. Designs shall be compatible with the final alignments, grades, and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-of-Ways are deemed necessary, the Engineer shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.
 6. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project, and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.
 7. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into specifications and designs, as directed by City.
 8. Fixed Assets – provide the required information for the City's fixed asset system as required.
 9. The City's point of Contact for this project is:
 - 9.1 Primary Project Manager: Jackie Culton, P.E., Assistant Director of Public Works, 972-780-5016, jculton@duncanville.com
 10. Dunaway's point of Contact for this project is:
 - 10.1 Primary Project Manager: Bryan Sherrieb, P.E., 817-632-4711, bsherrieb@dunaway.com

Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
for

City of Duncanville - Wren Avenue Water Line Improvements / Oriole Blvd I-20 Aerial Crossing Replacement

Task No.	Task Description	Labor (hours)					Total Labor Cost	Expense			Total Expense Cost	Task Sub Total
		QA/QC	Project Manager	Project Engineer	EIT	Admin		Fees/Subconsultant	Travel	Repro		
		Rate	\$225	\$210	\$150	\$120	\$100					
0	Project Management											
4.1	Wren Avenue Preliminary (90%) Plans											
	Project Kickoff Meeting		1	2			\$ 510.00				\$ -	\$ 510
	Project Layout/ Quantity Sheet			12		4	\$ 2,200.00				\$ -	\$ 2,200
	Plan Profile (2)		7	38		4	\$ 7,570.00				\$ -	\$ 7,570
	Bores (1)		6	16			\$ 3,660.00				\$ -	\$ 3,660
	Water Detail Sheets (1- city standard)		2	8			\$ 1,620.00				\$ -	\$ 1,620
	Traffic Control Standard Sheet (2)			6			\$ 900.00				\$ -	\$ 900
	Sidewalks - Detailing		4	12			\$ 2,640.00				\$ -	\$ 2,640
	Phasing Plan		8	4			\$ 2,280.00				\$ -	\$ 2,280
	UIR/TxDOT Permitting		6	12			\$ 3,060.00				\$ -	\$ 3,060
	Specifications/Contract Documents		4	12			\$ 2,640.00				\$ -	\$ 2,640
	OPCC		1	6			\$ 1,110.00				\$ -	\$ 1,110
	Internal QA/QC	1	1	4			\$ 1,035.00				\$ -	\$ 1,035
	Subtotal	1	40	132	0	8	\$ 29,225.00	\$0	\$0	\$0	\$ -	\$29,225
4.2	Wren Avenue Final (100%) Plans											
	Design Review Meeting		1	2			\$ 510.00				\$ -	\$ 510
	Address City Comments from 90%		3.5	22		4	\$ 4,435.00			\$200	\$ 200	\$ 4,635
	Resubit plans, address City Comments (100%)		1.5	12			\$ 2,115.00				\$ -	\$ 2,115
	Update OPCC			4			\$ 600.00				\$ -	\$ 600
	Internal QA/QC	1	1	4			\$ 1,035.00				\$ -	\$ 1,035
	Subtotal	1	7	44	0	4	\$ 8,695.00	\$0	\$0	\$200	\$ 200.00	\$8,895
4.3	Oriole Water Line Crossing Final (90% and 100%) Plans						\$ -					
	Plan and Profile Sheet	0.5	1	12		2	\$ 2,322.50				\$ -	\$ 2,323
	Special Construction Notes		2	2			\$ 720.00				\$ -	\$ 720
	Special Specifications		2	4			\$ 1,020.00				\$ -	\$ 1,020
	Special Details		4	12			\$ 2,640.00				\$ -	\$ 2,640
	Traffic Control		1	4			\$ 810.00				\$ -	\$ 810
	TxDOT Coordination/Permit		8	16			\$ 4,080.00				\$ -	\$ 4,080
	Franchise Utility Coordination		4	6			\$ 1,740.00				\$ -	\$ 1,740
	TCEQ Submission		2	4			\$ 1,020.00				\$ -	\$ 1,020
	Address Comments (90%)		1	10			\$ 1,710.00				\$ -	\$ 1,710
	Address Comments (100%)		1	4			\$ 810.00				\$ -	\$ 810
	OPCC			2			\$ 300.00				\$ -	\$ 300
	Internal QA/QC	1	2	4			\$ 1,245.00				\$ -	\$ 1,245
	Subtotal	1.5	28	80	0	2	\$ 18,417.50	\$0	\$0	\$0	\$0	\$18,418
	Design Phase Hours	2	47	176	0	12						
5.1	Construction Phase Services											
	Attend Pre-Construction Meeting - Virtual		1	1.5		2	\$ 635.00				\$ -	\$ 635
	Review Submittals (1)		3				\$ 630.00				\$ -	\$ 630
	Respond to RFIs (2)		3	3			\$ 1,080.00				\$ -	\$ 1,080
	Site Visits (5)		6	9			\$ 2,610.00	\$205			\$ 205	\$ 2,815
	Prepare Record Drawings		1	6			\$ 1,110.00			\$60	\$ 60	\$ 1,170
	Subtotal	0	14	19.5	0	2	\$ 6,065.00	\$0	\$205	\$60	\$ 265	\$6,330
6.0	TDLR Permitting											
	TDLR Submission and Fees		1	4		1	\$ 910.00	\$1,458		\$30	\$ 1,488	\$ 2,398
	Subtotal	0	1	4	0	1	\$910	\$1,458	\$0	\$30	\$1,488	\$2,398
7.0	Oriole Water Line - Structural Analysis											
	Oriole Water Line - Structural Analysis		4	2		1	\$ 1,240.00	\$3,500		\$30	\$ 3,530	\$ 4,770
	Subtotal	0	4	2	0	1	\$1,240	\$3,500	\$0	\$30	\$3,530	\$4,770
	Totals	4	90	280	0	17	\$ 64,552.50	\$4,958	\$205	\$320	\$ 5,482.50	\$ 70,035.00

Project Summary	
Total Hours	390
Total Labor	\$64,553
Subconsultant	\$4,958
Total Expense	\$525
Total Project Cost	\$70,035

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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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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.) N/A

3 Name of local government officer about whom the information is being disclosed.

N/A

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.

N/A

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

Page 22 of 22

Signature of vendor doing business with the governmental entity

May 4, 2021

Date



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution authorizing the first renewal option of IFB-20-018 for Pavement Markings Supply and Installation Services to Elite Striping, LLC, Cedar Hill, Texas in the unit amount bid for an estimated amount of \$123,626.00.

NA

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey, II, P.E., Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The City procures services to provide for the removal and application of reflective “hot applied” thermoplastic markings and raised button pavement markers to be installed at various locations in the City on an as-needed basis. “Hot Applied” thermoplastic markings are one of the most common types of applications used for pavement markings. This type of application creates a wear and crack-resistant type of marking and is very durable. Additionally, the highly reflective quality of thermoplastic markings makes for an excellent choice for road marking especially for nighttime visibility. Ceramic raised pavement marker buttons provide ultimate daytime/nighttime visibility without using painting stripes and provide maximum durability. Lane markings are an important aspect of traffic control as they provide a guidance system for motorist and pedestrians on City streets and contribute to the safety thereof.

POLICY EXPLANATION:

This project was bid in compliance with Texas municipal purchasing statutes and was awarded to the lowest responsive responsible bidder. This annual term bid is for labor, materials, and equipment for the removal and installation of raised pavement markings and thermoplastic for the City on an as-needed basis.

FUNDING SOURCE:

\$101,526.00 is allocated in the FY 20-21 General Fund/Traffic Operations budget for this expenditure.
 \$12,100.00 is allocated in the FY 20-21 General Fund/Streets Divisions budget for the expenditure.
 \$10,000 is being contributed by the Parks Department out of a trails bond project account. This is to provide additional bike lane markings if needed.

Contract Log #:

1402R

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the first renewal option of IFB-20-018 for Pavement Markings Supply and Installation Services to Elite Striping, LLC, Cedar Hill, Texas in the unit amount bid for an estimated amount of \$123,626.00

ATTACHMENTS:

[Attachment 1 - Resolution No. 2021-032 - Elite Striping Pavement Markings w/Exhibits](#)

RESOLUTION NO. 2021-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FIRST RENEWAL OPTION FOR PAVEMENT MARKINGS SUPPLY AND INSTALLATION SERVICES TO ELITE STRIPING, LLC, CEDAR HILL, TEXAS IN THE UNIT AMOUNT FOR AN ESTIMATE AMOUNT OF \$123,626.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to provide pavement marking services at various locations within the City of Duncanville; and

WHEREAS, the City of Duncanville re-bid the project and desires to get approval of a new award of IFB #20-018 to Elite Striping, LLC.

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 authorizes the first renewal option of IFB 20-018 to Elite Striping, LLC for pavement marking services throughout the City of Duncanville as provided in the attached Exhibit "A" hereto and incorporated herein, through the City's competitive bid process, in an estimated expenditure amount of \$123,626.00; said bid supersedes and replaces any previous authorization and constitutes a novation of any previous bid, award or renewal.

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

SECTION 3. That all resolutions of the City of Duncanville in conflict with the provisions of this resolution or any awarding bids previously authorized to Elite Striping, LLC. and the same are hereby, repealed and superseded.

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 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A

FINANCE DEPARTMENT
PURCHASING OFFICE
P.O. Box 380280
Duncanville, TX 75138-0280
www.duncanville.com

May 10, 2021

ELITE STRIPING LLC
Attn: Tomas Samaniego
1007 S Cedar Hill Rd.
Cedar Hill, TX 75104

Sent via email to: elitestriping_tommy@yahoo.com

RE: Contract Renewal # 1
Pavement Marking Supplies and Installation
City of Duncanville Agreement IFB #20-018

Dear Mr. Samaniego:

The above referenced Contract will expire on July 21, 2021. Pursuant to the Contract, contract renewals are at the sole option of the City. This letter is to inform you that the City is exercising its right to renew the Contract for an additional one-year period, which will begin immediately upon the expiration of the current term and will end on July 21, 2022. All other terms and conditions of the Contract will remain unchanged. **Please return this signed acknowledgement letter, along with a copy of your current insurance certificate, to the address set forth below, acknowledging receipt of the Notice of Contract Renewal.**

If you have any questions concerning this Contract Renewal Notice, please contact me at the telephone number listed below.

If you are interested in exercising this renewal option under the terms, conditions, and pricing, then please sign on the following page, and return to me via email.

Regards,

Sheila Baker

Sheila Baker
Purchasing Manager
972-780-5058
sbaker@duncanville.com

EXHIBIT A

Agreement to Renew Contract

Contract Renewal #1
Pavement Marking Supplies and Installation
City of Duncanville Agreement IFB #20-018

By executing this document, contractor verifies:

- 1) That it desires to exercise the renewal option under the same terms, conditions, and pricing, beginning July 22, 2021 through July 21, 2022;
- 2) that it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended;
- 3) that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

City of Duncanville, Texas
Owner

Signature

Printed Name

Title

Elite Striping LLC
Contractor


Signature

Tomas SAMANIEGO
Printed Name

MANAGING MEMBER
Title



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution awarding a bid for the purchase of a Freedom Chevrolet through the Tarrant County Commissioners Interlocal Cooperative Purchasing Contract Bid #2020-174; in the amount not to exceed \$61,864.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Asa Low, Equipment Services Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

On January 1, 2021, Police unit 109 was involved in an accident. Texas Municipal League (TML) sent out an adjuster to estimate the damage. The unit was declared a total loss and funds were received for the loss. Staff searched for an in-stock replacement unit with no success. Unit 109 is on the Fleet Rotation Schedule for FY22. Due to the long lead time from order to delivery and the need for a police unit, staff recommends ordering the replacement with a 2019 Chevy Tahoe PPV (Police Pursuit Vehicle) immediately.

During the FY21-22 budget process, \$62,000.00 will be allocated toward the replacement of the identified unit.

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. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$62,000 is available from the TML insurance funds received and in the Fleet Rotation Fund for this expenditure.

Contract Log #:

1521

RECOMMENDATION:

Staff recommends approval of a Resolution awarding a bid for the purchase of a Freedom Chevrolet through the Tarrant County Commissioners Interlocal Cooperative Purchasing Contract Bid #2020-174; in the amount not to exceed \$61,864.00.

ATTACHMENTS:

[Attachment 1 - Resolution 2021-035 w/Exhibits](#)

RESOLUTION NO. 2021-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PURCHASE AGREEMENT WITH FREEDOM CHEVROLET USING THE TARRANT COUNTY COMMISSIONERS COURT BID #2020-174; IN AN AMOUNT UP TO \$61,864.00 AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure a new police unit to replace a total loss wrecked police unit; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Tarrant County Purchasing Cooperative for products and services; and

WHEREAS, the Tarrant County Purchasing Cooperative has taken sealed bids for Police Package Vehicles; and

WHEREAS, a contract was awarded to Freedom Chevrolet.

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 purchase agreement and approves the procurement of (1) 2019 Chevy Tahoe PPV (Police Pursuit Vehicle) from Freedom Chevrolet using The Tarrant County Purchasing Cooperative Contract #2020-174 in the expenditure amount of up to \$61,864.00.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his 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 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

September 30, 2020

Freedom Chevrolet
8008 Marvin D Love FWY
Dallas, TX 75237

RE: BID NO. 2020-174
Annual Contract for Police Package Vehicles

Dear Mr. Stull,

It is my pleasure to inform you that Tarrant County Commissioner's Court has awarded your firm as a primary vendor for Bid No. 2020- 174, Annual Contract for Police Package Vehicles.

This contract will take effect on December 4, 2020 and expire on December 3, 2021, prices are to be firm for the entire period.

Enclosed is a copy of the total contract award.

If you have any questions, I can be reached by the information listed below.

Sincerely,

Brandie Bingham

Brandie Bingham, CPPB
Senior Buyer
Ph. 817-884-3246
bjbingham@tarrantcounty.com

EXHIBIT A



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

September 30, 2020

Freedom CDJR
815 E. Camp Wisdom Rd.
Duncanville, TX 75116

RE: BID NO. 2020-174
Annual Contract for Police Package Vehicles

Dear Mr. Stull,

It is my pleasure to inform you that Tarrant County Commissioner's Court has awarded your firm as a primary vendor for Bid No. 2020- 174, Annual Contract for Police Package Vehicles.

This contract will take effect on December 4, 2020 and expire on December 3, 2021, prices are to be firm for the entire period.

Enclosed is a copy of the total contract award.

If you have any questions, I can be reached by the information listed below.

Sincerely,

Brandie Bingham

Brandie Bingham, CPPB
Senior Buyer
Ph. 817-884-3246
bjbingham@tarrantcounty.com

EXHIBIT B



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

September 30, 2020

Freedom Chevrolet
8008 Marvin D Love FWY
Dallas, TX 75237

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Sincerely,

Brandie Bingham

Brandie Bingham, CPPB
Senior Buyer
Ph. 817-884-3246
bjbingham@tarrantcounty.com

EXHIBIT B



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

MELISSA LEE, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

September 30, 2020

Freedom CDJR
815 E. Camp Wisdom Rd.
Duncanville, TX 75116

RE: BID NO. 2020-174
Annual Contract for Police Package Vehicles

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Sincerely,

Brandie Bingham

Brandie Bingham, CPPB
Senior Buyer
Ph. 817-884-3246
bjbingham@tarrantcounty.com



Siddons-Martin Emergency Group
1364 E Richey Rd
Houston TX USA 77073
Phone #:(281) 219-1920
Fax #:(281) 219-2560

Credit Terms: 30 DAY

Remit To: PO Box 679827 Dallas, TX 75267-9827

EXHIBIT C

Estimate #: 2410120

Tag Number:

Date and Time In: 4/7/2021 - 1:48 PM

Date and Time Out: 4/7/2021 - 1:48 PM

Promised Date - Time: 4/7/2021 - 1:48 PM

Cashed Out Date:

Service Advisor: (A07Z) Brandon Truesdale



ESTIMATE
NOT AN INVOICE

Duncanville, City of
P.O. Box 380280
Duncanville TX 75138-0280

1003057

Cell: (214) 244-2258 Work: (972) 780-5046 Email: alow@duncanville.com

Veh Info:
Serial Numbers:

In-Srv: **Miles/Hrs In:** **Out:** **Plate #:**
Color Ex: **Int:**

Repair	VIN	Second VIN	Mech #	Type
Description				Qty
1				Wholesale
PARTS AND LABOR				
CAUSE: 2021 CHEVY TAHOE-WHITE-PPV-LH SPOTLIGHT-2WD				
TARRANT COUNTY CONTRACT				
PO TO BE PAYABLE TO FREEDOM CHEVROLET				
...	2021 CHEVY TAHOE-WHITE-PPV-LH SPOTLIGHT-2'			1.00
PAINT	PAINT			1.00
...	BLACK/WHITE--DUNCANVILLE SPEC			0.00
EB2SP3JX	LEGACY WCX 54" D/E/D/E PROMO			1.00
STPKT101	LIGHTBAR STRAP KIT 19 SILVERADO/21 TAHOE			1.00
C399	CENCOM CORE WCX CONTROL CENTER			1.00
SA315U	SA315U SPEAKER, BLACK PLASTIC			1.00
SAK1	SA-315 MOUNT KIT UNIVERSAL			1.00
CEM16	WeCanX 16 OUTPUT EXPANSION MOD			2.00
...				0.00
PP-2021-TAH-FS-N	2021 Chevy Tahoe "NARROW" center console			1.00
...				0.00
C-HDM-204	8.5" Heavy Duty Telescoping Pole, s			1.00
C-MD-112	Slide Out Locking Swing Arm with Motion Adapter			1.00
CSP	CUSTOMER SUPPLIED PARTS			1.00
CG-X	CHARGE GUARD-SELECT			1.00
CSP	CUSTOMER SUPPLIED PARTS-RADIO			1.00
HSN4019B	MOTOROLA EXTERNAL RADIO SPEAKER			1.00
MMSU-1	MAGNETIC MIC. CONVERSION KIT			1.00
NMO-60-300-M1-N	NMO KIT WITH CONNECTOR AND 25 RG58 CABLE			1.00
PL259	PL259 CONNECTOR FOR RG58			1.00
...				0.00
PB5721HDL003	21 TAH PUSH WITH XI2D-XI2E			1.00
I3SMJC	SURFACE MT TRIO ION R/B W/WHT			2.00
...	SIDE OF PUSH			0.00
I2J	DUO LINEAR ION RED/BLUE BLK			2.00
...	UNDER MIRROR			0.00
I2J	DUO LINEAR ION RED/BLUE BLK			4.00
...	ON RUNNING BOARDS--2 PER SIDE			0.00
AVC23RBC	DUAL AVENGER II TRIO R/B/W			2.00
...	REAR SIDE WINDOW--LOW			0.00
I2SMJ	SURFACE MT DUO ION RED/BLUE			2.00

Page 6 of 8

Printed On : 4/7/2021 2:17:31 PM

Page 1 of 3



Siddons-Martin Emergency Group
1364 E Richey Rd
Houston TX USA 77073
Phone #:(281) 219-1920
Fax #: (281) 219-2560

Credit Terms: 30 DAY

Remit To: PO Box 679827 Dallas, TX 75267-9827

EXHIBIT C

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Tag Number:

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Promised Date - Time: 4/7/2021 - 1:48 PM

Cashed Out Date:

Service Advisor: (A07Z) Brandon Truesdale



Duncanville, City of
P.O. Box 380280
Duncanville TX 75138-0280

1003057

Cell: (214) 244-2258 Work: (972) 780-5046 Email: alow@duncanville.com

Veh Info:

Serial Numbers:

In-Srv:	Miles/Hrs In:	Out:	Plate #:
Color Ex:		Int:	

...	NEXT TO REAR LP	0.00
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1.00
...	OVER CONSOLE	0.00
TADF6-33000	6-LT 500 SERIES DUO-COLOR T/A - RED/BLUE	1.00
SID006	TADF6 BRACKET	1.00
...	REAR WINDOW	0.00
PRPSP5714T21A	Poly Center Slider Window with Expanded Metal	1.00
S5702T21OSB	BARRIER, SEAT, OSB, POLY WINDOW	1.00
WK0514TAH21H	WINDOW BARRIER VS STEEL HORIZONTAL	1.00
DK0100TAH21	DOOR PANEL S TPO PLASTIC BLACK	1.00
...		0.00
PP-TAH-2021-L1-2	Level I 2 DRAWER-SET	1.00
SC-917-5	RAPID-ADJUST UNIVERSAL GUN RACK	2.00
G1002	8 Second Delay Timer	1.00
...		0.00
RPWS54-RB	21 TAHOE-REAR PILLARS-RED/BLUE	1.00
...	DRIVER RED--PASSENGER BLUE	0.00
SS0008	SAFESTOP SIL/SUB/TAH 2017+	1.00
GRAPHICS EVS	CUSTOM GRAPHICS PACKAGE	1.00
TTSC	HD SEAT COVERS	1.00
TINT	WINDOW TINT	1.00
FRT	FREIGHT	1.00
INSTALLKIT	WIRE, LOOM, FUSES, BREAKERS RELAYS, HEAT S	1.00
LABOR	LABOR TO INSTALL ABOVE LISTED EQUIPMENT	1.00

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Ext Price:	\$61,864.00
Sales Tax:	\$0.00
Total:	\$61,864.00
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$61,864.00
Amt Tendered:	\$0.00
Chg Returned:	\$0.00



Siddons-Martin Emergency Group
1364 E Richey Rd
Houston TX USA 77073
Phone #:(281) 219-1920
Fax #: (281) 219-2560

Credit Terms: 30 DAY

Remit To: PO Box 679827 Dallas, TX 75267-9827

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Promised Date - Time: 4/7/2021 - 1:48 PM

Cashed Out Date:

Service Advisor: (A07Z) Brandon Truesdale



ESTIMATE
NOT AN INVOICE

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. This estimate/quote is only valid for 30 days. Acknowledged and Received by: _____

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider amending Ordinance No. 2390R amending the Master Fee Schedule for Fiscal Year 2020-2021, by amending said Master Fee Schedule, by adding a fee for Non-Residential Specific Use Permit (SUP) Subpart 11 within the Planning/Building Inspections Master Fee Schedule as set forth on the attached Exhibit 'A'.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Skye Thibodeaux, City Planner

BACKGROUND/HISTORY:

This item amends the FY 2020-2021 Planning/Building Inspections Master Fee Schedule to update the zoning change charges currently reflected on the schedule.

On March 2, 2021, City Council adopted a new Zoning Ordinance. Within the new Ordinance update, there were changes in permissions associated with certain types of accessory uses for the personal use of individual residential property owners in residential zoning districts. Namely, the accessory uses of Carport, Basketball and Tennis Courts, Short-Term Rental, and Wind Turbines. Each now requiring approval of a Specific Use Permit in residential zoning districts.

Since the adoption of the new Zoning Ordinance, planning staff has met with multiple residential property owners proposing to construct a carport on their property but have been detoured from submitting a SUP application due to the application fee alone. Currently, the fee to apply for a "Zoning change – Special Use Permit (SUP)", as shown on line 11 in the current schedule, is \$1,150.

After discussions with residential property owners along with some general research, staff has found that an average carport costs in the range of \$2,000-3,000 to construct and install. This means about one-third to one-half of a relative project cost for an individual residential property owner would be in application fees. This excludes the cost to apply for building permits if a potential applicant receives approval to construct the carport.

With this amendment to the FY 2020-2021 Planning / Building Inspection portion of the Master Fee Schedule, staff is proposing to add a specified line item with a fee of \$125 for SUP requests for the above noted accessory uses. The proposed fee is in line with the \$125 fee to request for variance to the City's Board of Adjustment as shown in Line 211 in the fee schedule. To reiterate, the noted

accessory uses are unique to the new Ordinance as they are the only accessory uses that require zoning approval for the personal use of individual residential property owners.

To accurately align with the associated language in the new Zoning Ordinance, Line 11 of the Schedule needs to be modified to reflect “Specific” Use Permit rather than “Special” Use Permit. Additionally, staff is proposing to distinguish between residential and non-residential SUP requests. A summary of changes are as follows:

1. Adds a fee for "Zoning change – Specific Use Permit (SUP) – residential” for Carport, Basketball or Tennis Court, Short-Term Rental, and Wind Energy Turbine in Single-Family and Duplex Zoning Districts (Line 12 of Exhibit A). Proposed Short-Term Rental and Basketball or Tennis Court for individually owned existing residences in the non-residential districts that permit the uses via SUP-approval will be assessed this fee as well. Staff is proposing a fee of \$125 to align with the fee associated with a request for variance by the Board of Adjustment.
2. Changes terminology to reflect “Zoning change - Specific Use Permit (SUP) – non-residential” (Line 11 of Exhibit A) in order to accurately reflect the associated language in the new Zoning Ordinance and to distinguish the item from residential SUP requests.
3. Renumbering line items following the added zoning change line.

POLICY EXPLANATION:

Council approval is required for all ordinances.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance amending Ordinance No. 2390R amending the Master Fee Schedule for Fiscal Year 2020-2021, by amending said Master Fee Schedule, by adding a fee for Non-Residential Specific Use Permit (SUP) Subpart 11 within the Planning/Building Inspections Master Fee Schedule as set forth on the attached Exhibit ‘A’.

ATTACHMENTS:

[Attachment - Ordinance No. - 2390R1 - FY20-21 - Master Fee Schedule - Pdf](#)

ORDINANCE NO. 2390R1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING ORDINANCE NO. 2390R AMENDING THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2020-2021, BY AMENDING SAID MASTER FEE SCHEDULE, BY ADDING A FEE FOR NON-RESIDENTIAL SPECIFIC USE PERMIT (SUP) SUBPART 11 WITHIN THE PLANNING/BUILDING INSPECTIONS MASTER FEE SCHEDULE AS SET FORTH ON THE ATTACHED EXHIBIT 'A' WHICH IS INCORPORATED HEREIN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the Fiscal Year 2020-2021 Planning/Building Inspections, herein Master Fee Schedule and providing for new and revised zoning change fees as set forth.

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

SECTION 1. That Ordinance No. 2390R, as amended, Master Fee Schedule for Fiscal year 2020-2021 is hereby amended by addition of a new fee for zoning change Specific Use Permit (SUP) non-residential to Subpart 11, Planning/Building Inspections as set forth on the Attached Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 2. That all provisions of the ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance amendment be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance amendment shall remain in full force and effect.

SECTION 3. That should any word, phrase, paragraph, or section of this Ordinance be 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 unconstitutional, illegal or invalid, and shall not affect the validity of the Ordinance as a whole.

SECTION 4. That this Ordinance amendment 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 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY20-21 (from 2/2/2021)	Fee Effective 5/18/21
	PUBLIC WORKS				
1	ZONING & RELATED FEES				
2	Preliminary plat	Per plat.	\$ 250.00	\$ -	\$ 250.00
3	Final plat - residential	Base Fee + \$5.00 per lot.	\$ 500.00	\$ -	\$ 500.00
4	Final plat - apartment	Base Fee + \$10.00 per unit.	\$ 500.00	\$ -	\$ 500.00
5	Final plat - other	Base Fee + \$50.00 per acre.	\$ 500.00	\$ -	\$ 500.00
6	Replat	Per plat.	\$ 500.00	\$ -	\$ 500.00
7	Filing Plat at Dallas County	Per plat. This fee is applied in the event in the event the property owner has not filed the plat with Dallas County within 60 days of approval by Planning and Zoning Commission.	Actual Cost + 10% Courier Fee	\$ -	Actual Cost + 10% Courier Fee
8	Planned Development Site Plan Review	To ensure site plan meets City Zoning Ordinance & Subdivision Regulations	\$ 250.00	\$ -	\$ 250.00
9	Zoning change - planned development	Per development.	\$ 1,050.00	\$ -	\$ 1,050.00
10	Zoning change - single residential lot		\$ 500.00	\$ -	\$ 500.00
11	Zoning change - Specific Use Permit (SUP) - non-residential		\$ 1,150.00	\$ -	\$ 1,150.00
12	Zoning change - Specific Use Permit (SUP) - residential	This fee is applied for the proposed use of Carport, Basketball or Tennis Court, Short-Term Rental, and Wind Energy Turbine in Single-Family and Duplex Zoning Districts. Proposed Short-Term Rental and Basketball or Tennis Court for individually owned existing residences in the non-residential districts that are permitted via SUP-approval will be assessed this fee as well.		\$ 125.00	\$ 125.00
13	Zoning change - all others		\$ 1,050.00	\$ -	\$ 1,050.00
14	Comprehensive Plan	Per book	\$ 50.00	\$ -	\$ 50.00
15	Maps (black/white copy)	Per sheet	\$ 5.00	\$ -	\$ 5.00
16	Street signs (2 signs, 1 pole)	Per assembly; installed	\$ 75.00	\$ -	\$ 75.00
17	Blue fire buttons	Each	\$ 10.00	\$ -	\$ 10.00
18	Zoning Verification Letter	Each	\$ 50.00	\$ -	\$ 50.00
19	Right-of-Way Abandonment	Each application	\$ 250.00	\$ -	\$ 250.00
20	Pre-Development Meeting	To review City requirements prior to starting their business	\$ -	\$ -	\$ -
21	CERTIFICATES OF OCCUPANCY				
22	New building		\$ 25.00	\$ -	\$ 25.00
23	Existing building	For each new occupant or change in occupancy or ownership.	\$ 125.00	\$ -	\$ 125.00
24	Clean & Show Permit	For landlord to get power turned on prior to tenant occupancy	\$ 50.00	\$ -	\$ 50.00
25	Utility Verification Permit	For when a Commercial company changes electric providers or needs to get re-connected following a shut-off. This requires a City inspection.	\$ 50.00	\$ -	\$ 50.00
26	Changes	Certificate replacement	\$ 10.00	\$ -	\$ 10.00
27	Group Home	One-time fee. Housing occupied by groups of unrelated individuals with disabilities, which may or may not be provided by organizations that also offer various services for individuals with disabilities living in the homes and are licensed by the state, in which a reasonable accommodation and certificate of occupancy has been issued prior to operating if such home has four or more persons occupying the dwelling unit.	\$ 500.00	\$ -	\$ 500.00
28	Annual Group Home Inspection Fee	Annual group home inspection fee per Ordinance Section 12C-12	\$ 150.00	\$ -	\$ 150.00
29	PLAN REVIEW	RESIDENTIAL PLAN REVIEW - NEW CONSTRUCTION			
30	Total Square Feet				
31	1001 - 1500		\$ 75.00	\$ -	\$ 75.00
32	1501 - 2000		\$ 100.00	\$ -	\$ 100.00
33	2001 - 2500		\$ 125.00	\$ -	\$ 125.00
34	2501 - 3000		\$ 150.00	\$ -	\$ 150.00
35	3001 - 3500		\$ 200.00	\$ -	\$ 200.00
36	3501 - 4000		\$ 225.00	\$ -	\$ 225.00
37	4001 or more	\$225 plus 0.05 per each additional square foot	See Comments		See Comments
38	BUILDING PERMITS	RESIDENTIAL NEW CONSTRUCTION			
39	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
40	Total Square Feet				
41	1001 - 1500		\$ 1,400.00	\$ -	\$ 1,400.00
42	1501 - 2000		\$ 1,504.00	\$ -	\$ 1,504.00
43	2001 - 2500		\$ 1,731.55	\$ -	\$ 1,731.55
44	2501 - 3000		\$ 1,959.10	\$ -	\$ 1,959.10
45	3001 - 3500		\$ 2,186.65	\$ -	\$ 2,186.65
46	3501 - 4000		\$ 2,414.20	\$ -	\$ 2,414.20
47	4001 or more	\$2,414.50 plus 0.50 per each additional square foot	See Comments		See Comments
48	BUILDING PERMITS	RESIDENTIAL REMODEL- ADDITIONAL SQFT TO MAIN STRUCTURE			
49	Total Square Feet				
50	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
51	0-250		\$ 175.00	\$ -	\$ 175.00
52	251-500		\$ 325.00	\$ -	\$ 325.00

MASTER FEE SCHEDULE
EXHIBIT A
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY20-21 (from 2/2/2021)	Fee Effective 5/18/21
53	501-1000		\$ 600.00	\$ -	\$ 600.00
54	1001-1500		\$ 875.00	\$ -	\$ 875.00
55	1501-2000		\$ 1,075.00	\$ -	\$ 1,075.00
56	2001-2500		\$ 1,375.00	\$ -	\$ 1,375.00
57	2501 -3000		\$ 1,575.00	\$ -	\$ 1,575.00
58	3001 or more	\$1,575 plus 0.40 per each additional square foot	See Comments		See Comments
59	PLAN REVIEW	COMMERCIAL BUILDING REVIEW			
60	Plan Review	Commercial Review for new construction. Max \$25,000.00	50% permit cost		50% permit cost
61	BUILDING PERMITS	NEW COMMERCIAL BUILDING			
62	Total Square Feet				
63	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
64	0-1500	per square foot	\$ 4.00	\$ -	\$ 4.00
65	1501-2500	per square foot	\$ 3.60	\$ -	\$ 3.60
66	2501-3500	per square foot	\$ 2.95	\$ -	\$ 2.95
67	3501-4500	per square foot	\$ 2.75	\$ -	\$ 2.75
68	4501-5500	per square foot	\$ 2.55	\$ -	\$ 2.55
69	5501-6500	per square foot	\$ 2.45	\$ -	\$ 2.45
70	6,501-15,000	per square foot	\$ 2.00		\$ 2.00
71	15,001-35,000	per square foot	\$ 1.15		\$ 1.15
72	35,001 or more	per square foot	\$ 0.50		\$ 0.50

MASTER FEE SCHEDULE
EXHIBIT A
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY20-21 (from 2/2/2021)	Fee Effective 5/18/21
73	BUILDING PERMITS	COMMERCIAL BUILDING REMODEL			
74	Total Square Feet				
75	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
76	0-1500	per square foot	\$ 0.35	\$ -	\$ 0.35
77	1501-2500	per square foot	\$ 0.30	\$ -	\$ 0.30
78	2501-3500	per square foot	\$ 0.28	\$ -	\$ 0.28
79	3501-4500	per square foot	\$ 0.26	\$ -	\$ 0.26
80	4501-5500	per square foot	\$ 0.24	\$ -	\$ 0.24
81	5501-6500	per square foot	\$ 0.23	\$ -	\$ 0.23
82	6,501 - 15,000	per square foot	\$ 0.22	\$ -	\$ 0.22
83	15,001-35,000	per square foot	\$ 0.20	\$ -	\$ 0.20
84	35,001 or more	per square foot	\$ 0.15	\$ -	\$ 0.15
85	INSPECTIONS / PLAN REVIEW				
86	Commercial Pool/Spa Inspection Fee	Inspected 4 times a year	\$ 200.00	\$ -	\$ 200.00
87	Inspections outside normal business hours (2 hour minimum)	All charges per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	\$ 50.00	\$ -	\$ 50.00
88	Reinspection fees	Inspection required after failure to comply with first notice of violation	\$ 50.00	\$ -	\$ 50.00
89	Inspections for which no fee is specifically indicated (half-hour minimum)		\$ 50.00	\$ -	\$ 50.00
90	Additional plan review required by changes, additions, or revisions to plans (half-hour minimum)		\$ 50.00	\$ -	\$ 50.00
91	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
92	CONTRACTOR REGISTRATION				
93	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar, backflow inspector (BPAT)	Annual Fee - requires \$100,000 liability insurance	\$ 100.00	\$ -	\$ 100.00
94	ELECTRICAL PERMITS	Unrelated to new construction or remodeling.			
95	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
96	Service change		\$ 75.00	\$ -	\$ 75.00
97	Meter change		\$ 75.00	\$ -	\$ 75.00
98	PLUMBING PERMITS	Unrelated to new construction or remodeling.			
99	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee	NEW		Based on permit value
100	First fixture		\$ 30.00	\$ -	\$ 30.00
101	Sewer relay		\$ 75.00	\$ -	\$ 75.00
102	Gas line relay		\$ 75.00	\$ -	\$ 75.00
103	Water heater installation		\$ 75.00	\$ -	\$ 75.00
104	Water treatment system installation		\$ 75.00	\$ -	\$ 75.00
105	Backflow device inspection		\$ 75.00	\$ -	\$ 75.00
106	Landscape Irrigation Installation		\$ 100.00	\$ -	\$ 100.00
107	Gas Test & minor repair		\$ 75.00	\$ -	\$ 75.00
108	Grease Trap		\$ 100.00	\$ -	\$ 100.00
109	Sand Trap		\$ 100.00	\$ -	\$ 100.00
110	Steam boiler installation		\$ 30.00	\$ -	\$ 30.00
111	AIR CONDITIONING PERMITS	Unrelated to new construction or remodeling.			
112	HVAC Done Without Permit	Double the calculated project fee	See Comments	\$ -	See Comments
113	Mechanical - Repair or Alteration		\$ 75.00	\$ -	\$ 75.00
114	Residential New HVAC system	per system	\$ 75.00	\$ -	\$ 75.00
115	Commercial New HVAC system		\$ 150.00	\$ -	\$ 150.00
116	Walk-In Cooler Installation		\$ 75.00	\$ -	\$ 75.00
117	MISC. PERMITS / FEES	Including all trades, if applicable.			
118	Work Done Without Permit	Double the calculated project fee	See Comments		See Comments
119	Residential Remodel, repair, or alteration to existing house (excludes an increase in sq ft)		\$ 125.00	\$ -	\$ 125.00
120	Solar		\$ 150.00	\$ -	\$ 150.00
121	Foundation		\$ 150.00	\$ -	\$ 150.00
122	Swimming pool, >5,000 gal.		\$ 75.00	\$ -	\$ 75.00
123	Spa / hot tub / Pool (above ground, 24" deep or greater)		\$ 75.00	\$ -	\$ 75.00
124	Type B Accessory building 0-399 sqft	no MEP included, separate permit required	\$ 75.00	\$ -	\$ 75.00
125	Type A Accessory building 400 sqft or greater	no MEP included, separate permit required	\$ 150.00	\$ -	\$ 150.00
126	Roof Shingle Replacement - Residential	Greater than 1 bundle of shingles replaced (33 SF)	\$ 75.00	\$ -	\$ 75.00
127	Roof Decking Replacement - Residential		\$ 150.00	\$ -	\$ 150.00
128	Roof Shingles/ Composition Replacement - Commercial	Greater than 1 bundle of shingles replaced (33 SF)	\$ 150.00	\$ -	\$ 150.00

MASTER FEE SCHEDULE
EXHIBIT A
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY20-21 (from 2/2/2021)	Fee Effective 5/18/21
129	Roof Decking Replacement - Commercial		\$ 300.00	\$ -	\$ 300.00
130	Thermoplastic Olefin (TPO)	New Roof	\$ 450.00	\$ -	\$ 450.00
131	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Maximum \$250 on Residential, and \$1000.00 on Commercial	\$ 0.50	\$ -	\$ 0.50
132	Asphalt Street tie-in to concrete drive approach	Per linear foot	\$ 6.00	\$ -	\$ 6.00
133	Structure moving, within City limits	Code of Ordinances Section 5-58	\$ 100.00	\$ -	\$ 100.00
134	Structure moving, into City	Code of Ordinances Section 5-58	\$ 100.00	\$ -	\$ 100.00
135	Construction Trailer	To set a construction trailer on a job site	\$ 100.00	\$ -	\$ 100.00
136	Building demolition		\$ 100.00	\$ -	\$ 100.00
137	Gasoline fuel tanks		\$ 150.00	\$ -	\$ 150.00
138	Tent or canopy	Four permits per year, 14 days each	\$ 25.00	\$ -	\$ 25.00
139	Residential Fence		\$ 75.00	\$ -	\$ 75.00
140	Commercial Fence	3 inspections required	\$ 225.00	\$ -	\$ 225.00
141	Storage Containers	Annual Fee - two permits per year, 15 days each	\$ 25.00	\$ -	\$ 25.00
142	Occasional sale / residential garage sale	Four permits per year, two each six-month period	No charge	\$ -	No charge
143	Parking lot and/or tent sale	Four permits per year, 14 days each	\$ 50.00	\$ -	\$ 50.00
144	Seasonal sale		\$ 50.00	\$ -	\$ 50.00
145	Seasonal garden center		\$ 50.00	\$ -	\$ 50.00
146	Handbill application	Per year.	\$ 50.00	\$ -	\$ 50.00
147	Handbill permit, one day		\$ 15.00	\$ -	\$ 15.00
148	Handbill permit, one week		\$ 40.00	\$ -	\$ 40.00
149	Handbill permit, one year		\$ 400.00	\$ -	\$ 400.00
150	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of \$100	\$100 or 10% of cost, whichever is higher	\$ -	\$100 or 10% of cost, whichever is higher
151	Vacant building registration	Annual Fee	\$ 125.00	\$ -	\$ 125.00
152	Vacant building inspection	Annual Fee- \$50.00, plus an additional \$0.01 per square foot over 5,000 ft.	See Comments	\$ -	\$50 or \$0.01/sf whichever is higher
153	Vacant building registration late fee	Additional \$50.00 for every 30th day the registration is late	See Comments		See Comments
154	Residential Rental Property Registration	Registration, Inspection, and RCO	\$ 75.00	\$ -	\$ 75.00
155	Residential Rental Property Registration	Annual fee per single-family, duplex, or townhouse rental unit	\$ 25.00	\$ -	\$ 25.00
156	Residential Administrative Fee	Upon change of ownership with a registration year	\$ 10.00	\$ -	\$ 10.00
157	Rental Certificate of Occupancy Replacement Fee	Replacement of lost, destroyed or mutilated Rental Certificate of Occupancy	\$ 10.00	\$ -	\$ 10.00
158	Rental Registration Late Fee	If any registration renewal fee is paid over 30 days after the due date	\$ 50.00	\$ -	\$ 50.00
159	Street name change Request	Cost to file application and to bring case to Council for approval	\$ 125.00	\$ -	\$ 125.00
160	Street Name Change - Sign Fabricate & Install	Cost varies based on size of signs and number of signs needed.		\$ -	Reimburse City Actual Cost
161	SMALL CELL AND NETWORK NODES				
162	Small Cell/Network node application fee	1-5 network nodes	\$ 500.00	\$ -	\$ 500.00
163	Small Cell/Network node application fee	Additional network nodes beyond 5, each	\$ 250.00	\$ -	\$ 250.00
164	Small Cell/Network node application fee	Each pole to be erected	\$ 1,000.00	\$ -	\$ 1,000.00
165	Small Cell/Network node annual user fee	Each network node	\$ 250.00	\$ -	\$ 250.00
166	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	\$ 28.00	\$ -	\$ 28.00
167	Collocation on city poles annual user fee	Each pole	\$ 20.00	\$ -	\$ 20.00
168	FOOD ESTABLISHMENT FEES				
169	Health permit				
170	Class 1A (full service restaurants with dining area, and supermarkets without a deli/bakery in the store)	Per fiscal year.	\$ 425.00	\$ -	\$ 425.00
171	Class 2A (ex. Supermarkets with deli/bakery, fast food establishments, convenience stores, variety stores, mobile vendors, day care and schools)	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
172	Class 3A (Seasonal Establishments)	Per fiscal year.	\$ 175.00		\$ 175.00
173	Retail	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
174	All large retail stores will be assessed separate permit fees for each operational function				
175	Meat Market	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
176	Deli	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
177	Seafood	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
178	Restaurant	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
179	Bakery	Per fiscal year.	\$ 250.00	\$ -	\$ 250.00
180	School cafeteria	Per school cafeteria per fiscal year.	\$ 250.00	\$ -	\$ 250.00
181	Temporary food permit, first day		\$ 25.00	\$ -	\$ 25.00
182	Temporary food permit, additional day	Not to exceed 10 days.	\$ 5.00	\$ -	\$ 5.00
183	Re-check fee, all classifications		\$ 100.00	\$ -	\$ 100.00
184	Health Permit Late fees				
185	After October 10 of fiscal year	First late fee	\$ 50.00	\$ -	\$ 50.00
186	Every 10 days thereafter	in addition to the First \$50.00 late fee	\$ 50.00	\$ -	\$ 50.00
187	Not received by 1st	Will result in establishment closure.	\$ 100.00	\$ -	\$ 100.00

MASTER FEE SCHEDULE
EXHIBIT A
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY20-21 (from 2/2/2021)	Fee Effective 5/18/21
188	New Establishment or change of ownership administrative fee in addition to Health Permit		\$ 35.00	\$ -	\$ 35.00
189	APARTMENT COMPLEX LICENSING				
190	License fee	Per dwelling unit. Due on or before last working day of preceding year.	\$ 15.00	\$ -	\$ 15.00
191	License replacement fee	Fees for licenses issued during year pro-rated.	\$ 10.00	\$ -	\$ 10.00
192	Late fee	For each month or part of the month that a license fee has not been received.	\$ 100.00	\$ -	\$ 100.00
193	Reinspection fee	Per reinspection of noted violation	\$ 20.00		\$ 20.00
194	SIGN PERMITS				
195	Reface		\$ 75.00		\$ 75.00
196	Pole signs		\$ 150.00		\$ 150.00
197	Monument		\$ 150.00		\$ 150.00
198	Wall signs		\$ 75.00		\$ 75.00
199	Lighted sign, electrical fee		\$ 150.00		\$ 150.00
200	Flags	3 flags per lot - insignia, decorative, governmental.	No charge	\$ -	No charge
201	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge	\$ -	No charge
202	BANNER FEES				
203	Erect banner	Each 30 day period; not to exceed 90 days per year.	\$ 25.00	\$ -	\$ 25.00
204	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge	\$ -	No charge
205	TREE PRESERVATION FEES				
206	Removal of dead, diseased, or damaged tree		No charge	\$ -	No charge
207	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge	\$ -	No charge
208	Application for tree removal (Applicable mitigation charges still apply)		\$ 100.00	\$ -	\$ 100.00
209	Review of tree preservation plan		\$ 100.00	\$ -	\$ 100.00
210	All others		\$ 100.00	\$ -	\$ 100.00
211	VARIANCE REQUESTS				
212	Board of Adjustment	Per request. Cost to bring a case to ZBA.	\$ 125.00	\$ -	\$ 125.00
213	Sign Control Board	Per request. Cost to bring a case to Sign Control Board	\$ 100.00	\$ -	\$ 100.00
214	Letter preparation		\$ 7.50	\$ -	\$ 7.50



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution selecting Exterior Design Option 2 for the new Fire Station #1.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works

BACKGROUND/HISTORY:

In November 2018, the residents of Duncanville approved a \$6.0M bond for construction of a new Fire Station with an Emergency Operations Center (EOC) to replace the existing Fire Station #1 located on W. Camp Wisdom Rd.

In May 2019, City Council awarded a contract to BRW Architects for the design of a new Fire Station #1. For the last several months, the architects worked with City Staff and the Construction Manager at Risk, CORE Construction, on the Fire Station site plan, floor plan, cost estimates, and concepts for the exterior design.

In December 2020, City Staff and the Architect briefed Council on the proposed fire station location, floor plan, project budget, exterior design concepts, and proposed a Public Forum. During this meeting Council narrowed the fire station exterior designs to two options (Attachment 1).

On April 29, 2021, City Staff conducted a Fire Station #1 Town Hall. The feedback from the town hall was supportive. There was also a survey that accompanied the Town Hall.

On May 4, 2021, City Staff briefed City Council on the feedback received during the Fire Station #1 Town Hall as well as the survey results. The City received survey results from thirty residents. Comments were supportive of the fire station project and resident "voting" for the two options resulted in 47% in favor of Option 1 and 53% in favor of Option 2. After discussion, Council directed Staff to prepare Option 2 as the exterior design choice for final consideration on May 18, 2021.

POLICY EXPLANATION:

City Council selection of the exterior design is required before the architect can proceed to the next phase of design development.

FUNDING SOURCE:

The architect contract for design was already awarded and funded by the Fire Station Bond. Exterior design selection is part of their design process and funding for the actual construction will come from the Fire Station Bond with additional support from our roof repair savings and investment fund interest. The estimated cost for option 2 is \$5,525,122 however, we are in the process of obtaining an updated estimate.

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of the resolution selecting Exterior Design Option 2 for the new Fire Station #1.

ATTACHMENTS:

[Resolution No. - 2021-001 - Select the exterior design for the new Fire Station #1 - Pdf](#)

RESOLUTION NO. 2021-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, SELECTING EXTERIOR DESIGN OPTION 2 FOR THE NEW FIRE STATION #1; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville contracted BRW Architects to design the new Fire Station #1; and

WHEREAS, The architect presented Fire Station #1 exterior design options to City Council for selection.

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 selects Exterior Design Option 2 as the exterior design for the new Fire Station #1.

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or his designee to execute the necessary documents.

SECTION 3. That 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 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Fire Station #1 – Exterior Design Option 2



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Consider a Resolution approving the terms and conditions of PSA-21-031 for Engineering Consultant Services for the Design of Cedar Ridge Rd. Street Reconstruction and Subsurface Utility Improvements from Big Stone Gap Rd. to W. Wheatland Rd. Professional Services Contract, with Dunaway Associates, LLC., in the proposed amount of \$417,035.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey, II, P.E., Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

This contract will provide for the design of the reconstruction of the six lanes of roadway paving, sidewalk, pavement markings, drainage, water and wastewater utility improvements along Cedar Ridge Rd. from Big Stone Gap Rd. to W. Wheatland Rd. Improvements include new concrete pavement and pedestrian ramps through both intersections within the project scope. The segment of Cedar Ridge Rd. has deteriorated to the point of reconstruction.

Specifically, the City estimates the project will address approximately 2,100 linear feet (LF) of 6-lane arterial roadway paving including improved pedestrian sidewalks and ramps, 2,100 LF of 12-in diameter water pipeline, 2,000 LF of 8-in diameter water pipeline, 900 LF of 8-in diameter wastewater pipeline, and underground storm drainage. Existing streetlights, landscaping, irrigation, and signals will remain and be incorporated into the proposed plans.

In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships.

On November 6, 2018, residents voted in support of the City's \$20,735,000.00 in general obligation bonds which was approved by City Council on February 5, 2019. Under Proposition B, a total of \$6,600,000.00 was designated for street improvements at Daniieldale Rd., Main St. and Cedar Ridge Rd., including sidewalk, alley, and other traffic flow improvements. \$2,000,000.00 in bond funds were allocated for the design and construction of improvements to Cedar Ridge Rd. from Big Stone Gap Rd. to W. Wheatland Rd. (Construction of the Daniieldale Rd. improvements is currently underway). The remaining cost of design and construction is covered by the Utility Fund.

Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms and evaluations performed based on schedule/budget history, resources and capabilities, design experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niples, Dunaway Associates, RJN Group, Criado Associates, and IEA Inc.

Dunaway Associates will provide engineering design services for this project. Dunaway Associates was founded and is based in Fort Worth with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for work performed under this contract. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience in performing the type of work specified in the agreement. They have successively performed several design projects for the City of Duncanville to include the Daniieldale Road Pavement and Utility Replacement project.

The water and wastewater pipelines proposed for replacement under this project will be funded from the Utility Fund. The water and wastewater mains within the scope of this project were installed in the 1960s and are in need of replacement. The improved water mains will provide higher water quality and safety and supply the adjacent Opportunity Areas. The improved wastewater mains will protect groundwater from seepage due to deteriorating infrastructure and reduce the likelihood of sanitary sewer overflows due to inflow and infiltration into the sewer pipeline.

POLICY EXPLANATION:

Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002. The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation.

FUNDING SOURCE:

The City of Duncanville has \$157,067.26 available in the FY21 Utility Fund and \$259,967.74 available in the FY 19 Bond Fund for the engineering design of the project.

Contract Log #:

1520

RECOMMENDATION:

Staff recommends approval of a Resolution approving the terms and conditions of PSA-21-031 for Engineering Consultant Services for the Design of Cedar Ridge Rd. Street Reconstruction and Subsurface Utility Improvements from Big Stone Gap Rd. to W. Wheatland Rd. Professional Services Contract, with Dunaway Associates, LLC., in the proposed amount of \$417,035.00.

ATTACHMENTS:

[Attachment 1 - Project Location Map Cedar Ridge Rd. Redesign](#)

[Attachment 2 - Resolution No. - 2021-026 - Design Cedar Ridge Rd. Street and Subsurface Utilities Reconstruction from Big Stone Gap Rd. to W. Wheatland Rd. - Pdf](#)



RESOLUTION NO. 2021-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PSA-21-031 PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE DESIGN OF CEDAR RIDGE RD. RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS FROM BIG STONE GAP RD. TO W. WHEATLAND RD. PROFESSIONAL SERVICES CONTRACT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", WITH DUNAWAY ASSOCIATES, IN THE PROPOSED AMOUNT OF \$417,035.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville desires to continue its commitment to make infrastructure improvements to the quality and capacity of the overall street and utility infrastructure; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of water, wastewater, drainage, roadway, landscape and irrigation on Cedar Ridge Rd. from Big Stone Gap Rd. to W. Wheatland Rd; and

WHEREAS, the City of Duncanville has \$157,067.26 available in the FY21 Utility Fund and \$259,967.74 available in the 2019 Bond Fund for the design of the listed project; and

WHEREAS, the City of Duncanville City Council desires to use these funds for water, wastewater, drainage, roadway, and landscape & irrigation improvements to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of professional engineering services agreement PSA-21-031 for the design of water, wastewater, drainage, roadway, and landscape & irrigation on Cedar Ridge Rd. from Big Stone Gap Rd. to W. Wheatland Rd., attached hereto and incorporated herein as Exhibit "A", with Dunaway Associates, in the proposed amount of \$417,035.00.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of May, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

PSA-21-031
Engineering Consultant Services for the
Design of Cedar Ridge St Reconstruction and Subsurface Utility Improvements from Big Stone Gap to W. Wheatland Rd.
Professional Services Contract

This services agreement ("Contract") is made as of the Effective Date by and between

Dunaway Associates, LLC
550 Bailey Ave., Suite 400
Dallas, TX 75251
817-335-1121
Attn: John Wright, PE
jwright@dunaway.com

hereinafter called "**CONTRACTOR**", and the **City of Duncanville, Texas**, hereinafter called "**OWNER**".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

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

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

EXHIBIT A

- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Attachment 1, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A" and "B". which shall not exceed **FOUR HUNDRED SEVENTEEN THOUSAND THIRTY-FIVE DOLLARS (\$417,035.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

EXHIBIT A

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.
- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 11. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of

EXHIBIT A

this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent Contractor

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice

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

If to OWNER:

City of Duncanville
Attn: Purchasing Department
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058
sbaker@duncanville.com

If to CONTRACTOR, send to Address on Page 1 of this Agreement.

Section 16. Exhibits

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

Section 17. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the

EXHIBIT A

State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

Section 20. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Purchasing Office
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to CONTRACTOR by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

- E. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Owner.

EXHIBIT A

Section 21. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement

Section 22. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 23. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Contract.

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

EXHIBIT A

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE**

EXHIBIT A

OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

EXHIBIT A

(Signature page to follow)

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2021.

City of Duncanville, Texas
OWNER

Signature
Aretha Ferrell-Benavides
City Manager

Dunaway Associates, LLC
CONTRACTOR

Signature

Jason Williamson, PE

Printed Name

Chief Operations Officer, Principal

Title

EXHIBIT A & B

EXHIBIT A



Dunaway No. P006607.002

March 5, 2021

Ms. Jacqueline (Jackie) Culton, P.E.
 Assistant Director of Public Works
 203 E. Wheatland Rd.
 Duncanville, TX 75138-0280

Via e-mail: jculton@duncanville.com

Reference: Proposal for Professional Engineering Services
 Cedar Ridge Street Reconstruction and Subsurface Utility Improvements
 from Big Stone Gap to W. Wheatland Road

Dear Ms. Culton:

Dunaway Associates, L.L.C. (Dunaway) is pleased to submit this proposal for professional civil engineering and land surveying services on the above-referenced project. Based on our scoping meeting conversation January 14, 2021 and email from March 5, 2021, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Understanding and an Executive Fee Summary followed by a detailed Statement of Work.

Project Understanding

The City of Duncanville requires a design of concrete roadway paving, sidewalk, drainage, water, wastewater, pedestrian signalization improvements for Cedar Ridge Road from Big Stone Gap to West Wheatland Road in Duncanville, Texas. The City estimates approximately; 2,100 LF of 6-lane arterial roadway paving (88' B-B within 100' R.O.W.) including improved pedestrian sidewalks and ADA ramps, 2,100 LF of 12-in diameter water pipeline, 2,000 LF of 8-in diameter water pipeline, 900 LF of 8-in diameter wastewater pipeline, and underground storm drainage. Improvements include new concrete pavement and pedestrian ramps through both intersections within the project scope. Existing streetlights, landscaping, irrigation, and signals will remain and be incorporated into the proposed plans. These improvements and limits are also shown on Attachment "A" – Project Map, included herein.

The existing paving, drainage, water and wastewater infrastructure along Cedar Ridge Road is deteriorated beyond acceptable performance and needs replacement. The engineer firm will prepare designs and specifications reflecting the needed improvements.

EXHIBIT A

Proposal for Professional Engineering Services
 Cedar Ridge Road Street Reconstruction and
 Subsurface Utility Improvements from Big Stone Gap to Wheatland Road
 Page 2

Executive Fee Summary

Basic Engineering Services	
Project Management	\$ 16,760.00
Water	\$ 45,300.00
Wastewater	\$ 8,600.00
Drainage	\$ 43,525.00
Signalization Improvements	\$ 28,500.00
Roadway	\$ 149,510.00
Utility Relocation Coordination	\$9,300.00
Bid Phase Services	\$ 12,740.00
Construction Phase Services	\$ 17,770.00
Geotechnical Services	\$11,400.00
Survey Services	\$ 32,450.00
Subsurface Utility Exploration	\$ 38,940.00
TDLR Permitting	\$ 1,630.00
Direct Expenses	\$ 610.00
Total:	\$ 417,035.00

All administrative and application fees required by review authorities will be paid by the City and are not included in Dunaway's proposed fee.

If this proposal meets with your approval, we will proceed to formalize a contract. If there are any questions regarding the scope of work, we are ready to discuss. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,



Josh Wright, P.E.
 Discipline Lead II | Associate

Enclosure(s): Statement of Work, Attachment A - Project Map, 2021 Standard Rate Table

Cc: Kervin Campbell, Daniel Tremper, Ron King

Page 14 of 31

Statement of Work
Cedar Ridge Road Street Reconstruction
and Subsurface Utility Improvements

EXHIBIT A

City Contract #21-0XX

STATEMENT OF WORK
City of Duncanville
Design of Cedar Ridge Road Street Reconstruction
and Subsurface Utility Improvements
From Big Stone Gap to Wheatland Road

Part 1: General Information

- A. Introduction: The City of Duncanville requires a design of roadway paving, drainage, water, wastewater, sidewalk, and signalization improvements for Cedar Ridge Road from Big Stone Gap to Wheatland Road in Duncanville, Texas. The City estimates approximately; 2,100 LF of 6-lane arterial roadway paving (81' B-B within 100' R.O.W.) including pedestrian sidewalks and ADA ramps, intersection re-pavement and pedestrian signalization improvements, 2,100 LF of 12-in diameter water pipeline, 2,000 LF of 8-in diameter water pipeline, 900 LF of 8-in diameter wastewater pipeline, and underground storm drainage system. These improvements and limits are also shown on Attachment A – Project Map, included herein.
- B. Background: The existing paving, drainage, water and wastewater infrastructure along Cedar Ridge Road is deteriorated beyond acceptable performance and needs replacement. The engineer firm will prepare designs and specifications reflecting the needed improvements.
- C. Scope
 - 1. Project Management - engineer will manage the work outlined in this scope to ensure efficient and effective use of engineer's and City's time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.
 - 2. Conduct topographic field surveying, base mapping, and subsurface utility exploration of Cedar Ridge Road from Big Stone Gap to West Wheatland Rd, including through intersections.
 - 3. Road and project areas as shown in the project location map (attached). Base mapping will include determining existing public/private property boundaries and easements for use in design.
 - 4. Prepare up to four (4) separate instrument documents as needed for sidewalk rights of way or easements at ADA ramps.
 - 5. Conduct Preliminary Investigation & Prepare 30% Conceptual Design.
 - 6. Conduct engineering design and prepare construction plans and specifications for all proposed improvements in the specified area (assumes one bid package).
 - 7. Register and submit project for TDLR plan review and construction inspection.
 - 8. Prepare contract documents to support the City contracting process.
 - 9. Provide bidding support during bidding phase of the project.
 - 10. Provide construction support during construction phase of the project.

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11. Conduct geotechnical engineering and prepare Geotechnical Report to present the results of the field and laboratory data together with analyses of the results and recommendations.

D. Items Not included in Scope

1. Floodplain mapping, study or modeling since no floodplain waters exists within the project limits, nor are any impacts therein anticipated.
2. Corridor Study or analysis.
3. Detailed Traffic Control Plans (to be prepared by Contractor prior to construction)
4. Environmental assessment or permitting.
5. Modeling and sizing of water and wastewater lines.
6. Roadway illumination analysis or design.
7. Irrigation or landscape design.
8. SWPPP (to be performed by Contractor prior to construction).

These services can be provided if desired by the City and can be added by Contract Amendment.

E. Applicable Documents

1. Attachment "A" - Project Map
2. NCTCOG Public Works Construction Standards —5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Project Management

1.1. Managing the Team

- 1.1.1. Lead, manage and direct design team activities
- 1.1.2. Ensure quality control is practiced in performance of the work
- 1.1.3. Communicate internally among team members
- 1.1.4. Task and allocate team resources

1.2. Communications and Reporting

- 1.2.1. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements

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- 1.2.2. Conduct review meetings with the City at the end of each design phase
 - 1.2.3. Prepare invoices monthly in the format requested by the City.
 - 1.2.4. Prepare and submit monthly progress reports detailing work performed, project status and upcoming milestones.
 - 1.2.5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly
 - 1.2.6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.
 - 1.2.6.1. Dallas County
 - 1.2.6.2. Private Franchise Utility Companies
 - 1.2.7. It is not anticipated that there are any permitting authorities outside of the City of Duncanville for this project.
 2. Conduct Surveying and Base Mapping – the Engineer shall perform a field survey and obtain the following survey data and apply them in the development of the construction plans: The Engineer will establish base line control, locate and tie existing above ground utility appurtenances, structures, trees, curbs, pavements, fences, and other improvements to the base line. The Engineer will attempt to determine the elevations of existing water and wastewater mains.
 - 2.1. The Engineer will identify existing manhole diameters, inverts, and RIM elevations within the project area.
 - 2.2. The Engineer will identify existing pavement type and thickness.
 - 2.3. The Engineer will locate existing franchise utilities based on the existing records to help determine utility conflicts.
 - 2.4. The Engineer will locate and establish control from the City's existing benchmarks (at least two benchmarks for each location, if possible).
 - 2.5. Subsurface Utility Engineering (SUE) to Quality Level D, C, B and A, as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.
 - 2.6. Quality Level D
 - 2.6.1. Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
 - 2.6.2. Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

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- 2.6.3. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- 2.6.4. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.
- 2.7. Quality Level C (includes tasks as described for Quality Level D)
 - 2.7.1. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
 - 2.7.2. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
 - 2.7.3. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
 - 2.7.4. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
 - 2.7.5. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
 - 2.7.6. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
 - 2.7.7. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
 - 2.7.8. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.
- 2.8. Level B (includes tasks as described for Quality Level C)
 - 2.8.1. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
 - 2.8.2. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
 - 2.8.3. Unless otherwise directed, mark centerline of single-conduit lines, and outside

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edges of multi-conduit systems.

2.8.4. Resolve differences between designated utilities and utility records and surveyed appurtenances.

2.8.5. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.

2.8.6. As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

2.9. Level A

2.9.1. Expose and locate utilities at specific locations (up to 5 locations).

2.9.2. Tie horizontal and vertical location of utility to survey control.

2.9.3. Provide utility size and configuration.

2.9.4. Provide paving thickness and type, where applicable.

2.9.5. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

3. Conduct Preliminary Investigation/Prepare 30% Conceptual Design

3.1. The Engineer will review existing plans and reports obtained from the City that are relevant to this project and perform field investigations necessary to evaluate proposed alignments. Coordinate with utility companies, other agencies, and the City to obtain information on existing and proposed facilities in the project areas.

3.2. The Engineer will use the information and data obtained to develop conceptual design plans for this project, and will included at a minimum, the following:

3.2.1. Existing survey data

3.2.2. Existing water and sewer GIS maps, record drawings, and design drawings.

3.2.3. Property ownership and tax plat information from Dallas County, etc.

3.2.4. Texas Commission on Environmental Quality (TCEQ) rules. Although the City adheres to all design guidelines required by TCEQ, the following chapters are often referred to: Chapter 290, Public Drinking Water.

3.2.5. Latest Edition of North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards, North Central Texas, available from NCTCOG, 616 Six Flags Drive, Arlington, TX 76011, (800) 272-3921.

3.2.6. Water Distribution System Study Update, July 1984.

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- 3.3. The Engineer shall, after a thorough review of all available data from the City of Duncanville, other applicable agencies, interviews with Public Works personnel, and in accordance with the requirements stated herein, formulate, analyze, present alternatives and make reasonable and appropriate recommendations on all design elements.
- 3.4. The Engineer will develop conceptual plans (30%) consisting of the following:
 - 3.4.1. Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
 - 3.4.2. SUE Plan sheets sealed by a licensed professional engineer registered in the State of Texas.
 - 3.4.3. Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, and sidewalks (assumed retaining walls are not needed).
 - 3.4.4. Conceptual plan and profile sheets showing existing and proposed horizontal roadway alignments, existing and proposed ROW, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, city owned and franchise utilities, and existing roadway vertical alignments (profiles).
 - 3.4.5. Conceptual drainage area map with supporting drainage computation for hydrologic conditions.
 - 3.4.6. Conceptual plans showing the proposed horizontal alignments for storm drain main lines.
 - 3.4.7. Conceptual plans showing the proposed horizontal alignments for water and wastewater mains.
 - 3.4.8. Existing adjacent water/wastewater mains, franchise utilities, and storm lines.
 - 3.4.9. Conceptual Opinion of Probable Construction Cost
4. Prepare the Designs and Specifications (60% and 90%):
 - 4.1. The Engineer will prepare construction drawings and technical specifications required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines. The preliminary and pre-final design plans shall consist of the following:
 - 4.1.1. Prepare updated cover, index, general notes and other necessary information sheets.
 - 4.1.2. Prepare updated project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.

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- 4.1.3. Prepare updated storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- 4.1.4. Prepare updated roadway typical section sheets, horizontal and vertical information on the plan and profile sheets, and prepare cross sections for informational purposes.
- 4.1.5. Prepare updated water and wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.
- 4.1.6. Identify and specify pipe materials based on the City design criteria and soil types.
- 4.1.7. Prepare updated signing and pavement marking plans.
- 4.1.8. Prepare Traffic Control and Construction Sequencing Narrative for construction activities within specific project limits or areas leading to or from the project site(s).
- 4.2. The Engineer will submit three (3) copies each of the 60%, and 90% Plans on full-size plan sheets and PDF format for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans.
- 4.3. The Engineer will provide Digital Drawing Registration and Survey Control.
 - 4.3.1. Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, and seconds for bearings and angles.
 - 4.3.2. Northing, Easting, and Elevation State Plane Grid Coordinates shall be provided in a format that may be incorporated into the City's ESRI ArcGIS system. The Project Manager will provide more information concerning formats and expectations on request.
 - 4.3.3. The data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone
 - 4.3.4. The accuracy will be at a minimum 3 cm (horizontal).
- 4.4. The Engineer will provide all CADD files related to the design.
 - 4.4.1. All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.
 - 4.4.2. Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.

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- 4.5. The Engineer shall produce all design drawings in the latest version of MicroStation Computer Aided Design and Drafting system (CADD) or AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:
 - 4.5.1. All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.
 - 4.5.2. All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with MicroStation.
 - 4.5.3. Each final design sheet must be in its own computer file in a format completely compatible with MicroStation or Civil 3D the latest version of final design sheet will incorporate the computer file extension “.dgn” as the last characters in the file’s name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.
 - 4.5.4. Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the “Portable Document Format (PDF)” type file.
 - 4.5.5. Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.
- 4.6. The Engineer shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the City.
- 4.7. The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.

5. Prepare Contract Documents

- 5.1. The Engineer will prepare Bid Specification documents including Special Provisions. Special Provisions are only those specifications not specifically included in the City of Duncanville Public Works’ Special Provisions or NCTCOG Public Works Construction Standards.
- 5.2. The Engineer will prepare Engineer’s Estimate of Probable Costs at every milestone submittal and Bid Item tabulations after the bidding of the project. This shall be provided to the Project Manager in Excel format.
- 5.3. After completion of the design, if requested by the Project Manager, the Engineer will be required to attend a “Project Partnering Session” wherein the Engineer will be expected to provide a one to three-hour presentation of the various Project Segments — the design considerations, reasons for any unusual designs, discussions of any expected construction difficulties, etc. In attendance at this meeting will be the selected Prime Contractor, key

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Sub-Contractors, Public Works personnel, and other interested parties. This meeting will take place at a time and place to be determined, but will usually happen from one to two months, but as many as 12 months, after the Prime Contractor has been selected through the bid process. This meeting will generally require 3 to 4 hours of participation by the Engineer's design personnel.

- 5.4. The Engineer will deliver one set of sealed Mylar design drawings and special specifications to the City.
- 5.5. The Engineer will furnish files of the scanned images of the final sealed drawings and specifications with the construction records posting on a CD to the City.
- 5.6. The Engineer will provide Project Manager with digital set of final drawings for permanent posting in approved format.

6. Bid Support

- 6.1. The engineer shall submit all plans and contract documents for City to post publicly for bidding.
 - 6.1.1. Final plans and Contract documents shall be uploaded in a .pdf file.
 - 6.1.2. A Unit Price Proposal will be prepared for bidders to input itemized bids.
- 6.2. The engineer may sell contract documents and maintain a plan holders list at office location if approved by City project manager.
- 6.3. The engineer will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. The log shall be housed and maintained in the project's folder titled Request for Information. The engineer will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda. The engineer shall submit all approved addenda to the City to share with all plan holders.
- 6.4. Attend the prebid conference in support of the City.
- 6.5. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- 6.6. When substitution prior to award of contracts is allowed in the contract documents, the engineer will advise the City as to the acceptability of alternate materials and equipment proposed by bidders.
- 6.7. Attend the bid opening in support of the City.
- 6.8. Tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation will be submitted to the City for record.
- 6.9. Incorporate all addenda into the contract documents and issue conformed sets.

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7. Provide Construction Support.

- 7.1. Engineer will attend the preconstruction meeting to discuss project construction elements and answer questions regarding construction aspects.
- 7.2. Engineer will review shop drawing and material specifications provided by the Contractor for compliance (up to 3 submittal package reviews).
- 7.3. Engineer will coordinate with the assigned project inspector or construction manager and assist with RFI's during construction (up to 10 total RFI's).
- 7.4. Engineer will prepare change orders and field changes as required during construction. It is assumed City will prepare change order and field changes documentation with Engineering assisting and reviewing.
- 7.5. Engineer will attend the project site when necessary with the assigned project inspector or construction manager and assist with RFI's during construction (up to 5 site visits).
- 7.6. Engineer will attend the "Final" project walk through and assist with preparation of final punch list, if requested by the City.

8. Provide Geotechnical Report

- 8.1. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:
 - 8.1.1. General soil and ground-water conditions
 - 8.1.2. Comments on general soil and rock excavatability
 - 8.1.3. Recommendations for pavement subgrade stabilization type, depth and concentration per city standards
 - 8.1.4. Comments on the presence of sulfates and remedial measures as required
 - 8.1.5. Guidelines for concrete pavement design
 - 8.1.6. Earthwork and utility backfill recommendations

B. Deliverables

- 1. Project Schedule. Project Schedule will include milestones for preparation of drawings and specifications. Suspense for initial Project Schedule is 15 days after contract award. The Engineer will provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period. This schedule will be binding for the Engineer's activities and will include the start and completion dates for each design activity. The Engineer and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Engineer shall update the schedule to reflect performance periodically (minimally at each design phase or monthly, whichever is less) for the Project Team's review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule. At a minimum, the schedule will include the following milestones:

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- 1.1. Completion of 30%, 60%, 90%, and Final Drawings and Specifications
2. Meeting Minutes. The engineer 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.
3. Construction Drawings and Specifications.
 - 3.1. The engineer will provide 30%, 60%, 90%, and Final Drawings in accordance with project schedule milestones.
 - 3.2. Engineer will complete contract documents, bid items and cost estimate with each submittal milestone.
 - 3.3. The Engineer shall prepare construction plans in conformance with all applicable Public Works guidelines, policies, criteria, etc. Plans shall be created in a professional manner and be adequate to advertise for construction bids. Final deliverables shall include but not be limited to the following:
 - 3.3.1. Prepare final cover, index, general notes and other necessary information sheets.
 - 3.3.2. Prepare final project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.
 - 3.3.3. Final storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
 - 3.3.4. Finalize roadway typical section sheets, horizontal and vertical information on the plan and profile sheets, and prepare cross sections for informational purposes.
 - 3.3.5. Finalize water and wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.
 - 3.3.6. Identify and specify pipe materials based on the City design criteria and soil types.
 - 3.3.7. Provide coordination required to maintain continuous service for all utility and service lines. This includes but is not limited to bypass pumping plans and temporary service plans.
 - 3.3.8. Prepare final signing and pavement marking plans.
 - 3.3.9. Prepare Traffic Control and Construction Sequencing Narrative for construction activities within specific project limits or areas leading to or from the project site(s).
 - 3.3.10. If required by the City, the Engineer will prepare final design reports and/or other

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documents for any and/or all pipeline segments of a type and style acceptable to the Texas Commission on Environmental Quality (TCEQ) or other agency. Additionally, if required by the City and/or regulatory authorities, the Engineer will obtain approval of all requested design reports and/or other documents from the TCEQ or other agency.

3.3.11. Provide up to three (3) sets of final plans, as directed by the City.

4. Geotechnical Report. The engineer will submit the geotechnical report in electronic format (.pdf) and can submit a hard copy upon request by the City project manager.
5. Separate Instrument Plat and Legal. The engineer will prepare up to four (4) right of way or separate instrument documents in accordance with City of Duncanville requirements. These easements will be signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas and will be submitted to the City for approval and processing. In the event additional easements are needed, Dunaway shall prepare, at the City's direction, for the cost of \$2,000 per easement document.
6. Final Record Drawings. The engineer will provide final record drawings based on the construction contractors "red-line" drawings. Suspense is 30 days after completion of construction work.
 - 6.1. The CD-R shall contain an electronic copy of the digital drawing file in the following AutoCAD or MicroStation formats. DXF, DWG, DGN (DWG or DGN are preferred). A compressed and self-extracting file type (.ZIP) of these is acceptable.
 - 6.1.1. These submittals must follow the specifications listed above.
 - 6.1.2. All digital drawing files must be "stand-alone" without the necessity of attaching Reference or X-Ref files or modifying levels and layers.
 - 6.2. As-built maps of the project shall be submitted in a GIS ready format, specifically, a shape file or a personal geodatabase, readable by current City GIS software, ESRI ArcGIS 10.5 or newer release. These submissions shall include the layers and data attribute fields outlined in City's GIS.
 - 6.2.1. The City will provide existing data contained in the City's GIS at the request of the Engineer. The City makes no claim as to the accuracy of the data provided. It will be the Engineers' responsibility to verify the actual locations of the features.
 - 6.2.2. The City will provide template shape files and/or personal geodatabase for the Engineer to use for their submittals.
 - 6.2.3. Additional layer descriptions and information are acceptable and encouraged as long as the minimum requirements are met.
 - 6.2.4. The Engineer shall coordinate with the City and the City's Construction Contractor to collect and submit as-built information at the completion of each

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project location. Collected data will include obtaining GIS survey of the as-built City asset for each completed construction location. Submittal will include as-built Mylar record drawings and as-built CADD files for each location built compatible with the City's current GIS system.

- 6.2.5. The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in Microsoft Word for Windows® software, current release, or other compatible text file format. MS "Word" is the preferred document software.

Part 3: Supporting Information

- A. Place of Performance: City of Duncanville (See attached maps for exact locations).
- B. Period of Performance: 365 Calendar Days, to include the period from Notice to Proceed to Start of Construction. Record Drawings will be provided to the City 30 Calendar days after construction has been completed and red lines have been received by the Engineer.

C. General Requirements

1. Media Submittals

- 1.1. Submittals must be on a Compact Discs (CD), "Write Once" (CD-R) media. The CD-R must be "closed" (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.
- 1.2. Each CD-R shall have written in permanent ink on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed with the GIS Coordinator.
- 1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.

2. Legal, Regulatory and Permit Requirements.

- 2.1. The Engineer will identify and coordinate designs and recommendations of this project to meet 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.
- 2.2. The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit, access easement, 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 at least 60 days prior to when the construction

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work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager. If these permits have not been identified and included during initial scoping of the project and are discovered to be needed during design, they will be added by contract amendment.

3. Meetings. The Engineer will attend up to four (4) meetings with the City, including a project kickoff meeting and three (3) design review meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews. Engineer will attend one (1) Project Partnering Meeting, one (1) Pre-Construction Meeting and make up to five (5) site visits during construction. The Engineer will brief Public Works Administration and City Executives, as required. Excluding site visits, and city council meetings, it is assumed other meetings will be virtual
4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City 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. Designs shall be compatible with the final alignments, grades, and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-of-Ways are deemed necessary, the Engineer shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.
6. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project, and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.
7. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into specifications and designs, as directed by City.
8. Fixed Assets. Provide the required information for City's fixed asset system as required.
9. The City Points of Contact for this project are:
 - 9.1. Primary Project Manager: Jacqueline (Jackie) Culton, P.E., Assistant Director of Public Works, 972-780- 5016, jculton@duncanville.com
10. The Engineer Points of Contact for this project are:
 - 10.1. Primary Project Manager: Josh Wright, PE, Discipline Lead II | Associate, 817-632-4832, jwright@dunaway.com

Cedar Ridge Road Reconstruction

From Big Stone Gap to Wheatland Rd

Scope additionally includes:

SUE
Geotechnical Pavement Design
Easement Documents (4 ea)
TDLR Review
Bid Phase
Construction Phase services

PAVEMENT RECONSTRUCTION
THRU INTERSECTION
(INCLUDING UTILITIES)

ADD PEDESTRIAN PUSH BUTTONS
AT INTERSECTIONS AS NEEDED

NEW 8" PVC
WATERLINE
~ 2000LF

MEDIAN LANDSCAPING, AND
ILLUMINATION TO REMAIN IN
PLACE AND BE
INCORPORATED IN DESIGN

REPLACE 8"
SANITARY SEWER
~900 LF

FULL RECONSTRUCTION
OF EXISTING STORM
WATER SYSTEM TO
CURRENT STANDARDS

FULL DEPTH PAVEMENT REMOVAL
AND CONCRETE PAVEMENT
REPLACEMENT ~2100 LF

REPLACE 10" WATERLINE
WITH 12" PVC ~2100 LF

PAVEMENT RECONSTRUCTION
THRU INTERSECTION
(INCLUDING UTILITIES)

Google Earth

1000 ft



EXHIBIT A

ATTACHMENT A
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 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.

EXHIBIT A

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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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.) N/A

3 Name of local government officer about whom the information is being disclosed.

N/A

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.

N/A

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

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Signature of vendor doing business with the governmental entity

May 5, 2021

Date



STAFF REPORT

MEETING: City Council - 18 May 2021

TITLE:

Discuss City owned properties.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Agustin Garcia, Director of Economic Development

BACKGROUND/HISTORY:

Item requested by Mayor Pro Tem Cooks.

The following properties are owned by the City of Duncanville; the City currently maintains these lots but are not receiving property taxes on them. Some of these lots have development challenges that will be addressed during the briefing.

The City owned properties that will be discussed include:

Number of Properties:

- 70 City Owned
- 29 DCEDC Owned

Schedule attached

POLICY EXPLANATION:

Staff has received numerous calls from interested parties inquiring on the sale of these properties. City Council has the authority to decide how the City will dispose of these properties. One option is for City Council to authorize the City Manager or his designee to discuss purchase opportunities with adjacent property owners and other interested parties. The other option is for the City Council to consider retaining ownership of these properties and marketing them through the Duncanville Urban Land Bank Authority (DULBA) that was established in Resolution No. 2015-012017. If the City Council elects to utilize the DULBA, then a future action item will be needed to determine the administration and structure of the DULBA in order to effectively utilize the Authority.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff is requesting feedback from City Council if they would like to sell these properties or retain them.

ATTACHMENTS:

[Attachment 1 - City Owned Properties](#)



City of Duncanville
City owned properties - By Zoning
Run Date

5/6/2021

DISTRICT	NO	Street	Land & Imp	Impr	Land Only	Description	Zoning	Property Name
5	223	WOODHAVEN BLVD	40,000	-	40,000	PREVIOUS IMPOUND LOT	C Commercial District	
2	101	W CENTER ST	-	-	-	CITY MEMORIAL PARK	DD- Downtown District	MEMORIAL PARK
3	201	JAMES COLLINS BLVD	2,692,040	2,169,230	522,810	LIBRARY COMMUNITY	DD, Downtown Duncanville District	LIBRARY COMMUNITY
3	106	S MAIN ST	422,720	369,550	53,170	DUNCANVILLE COMMUNITY THEATER	DD, Downtown Duncanville District	DUNCANVILLE COMMUNITY THEATER
3	103	E WHEATLAND RD	466,170	8,530	457,640	LIBRARY	DD, Downtown Duncanville District	LIBRARY
3	203	E WHEATLAND RD	358,780	9,170	349,610	CITY HALL / POLICE	DD, Downtown Duncanville District	CITY HALL
3	319	E WHEATLAND RD	2,410,310	994,480	1,415,830	MUNICIPAL COMPLEX POLICE DEPT	DD, Downtown Duncanville District	D L HOPKINS SENIOR CITZEN CENTER
			6,390,020	3,550,960	2,839,060			
4	1730	S MAIN ST	320,250	-	320,250	VACANT LOT	GOR General Office/Retail District	VACANT
4	1700	S MAIN ST	17,594,700	16,524,040	1,070,660	BOB KNIGHTS FIELDHOUSE	GOR General Office/Retail District	BOB KNIGHTS FIELDHOUSE
4	275	E US HWY 67	117,870	-	117,870	VACANT LOT	GOR General Office/Retail District	VACANT
4	1300	WOODLANDS LN	57,840	-	57,840	RIGHT OF WAY UNDEVELOPED SUBDIVISION	GOR General Office/Retail District	STREETS ON PAPER
5	730	E IH 20	1,972,880	1,053,550	919,330	VACANT LOT	GOR General Office/Retail District	UNOCCUPIED
			20,063,540	17,577,590	2,485,950			
1	805	W WHEATLAND RD	249,600	-	249,600	VACANT	LOR Local Office/Retail District	VACANT
2	306	W CAMP WISDOM RD	-	-	-	VACANT LOT	LOR Local Office/Retail District	UNOCCUPIED
2	110	W MAGNOLIA LN	12,710	-	12,710	VACANT LOT	LOR Local Office/Retail District	VACANT
3	727	S COCKRELL HILL RD	375,000	-	375,000	VACANT	LOR Local Office/Retail District	VACANT
4	300	E US HWY 67	290,900	-	290,900	DRAINAGE LOT	LOR Local Office/Retail District	VACANT
5	323	W CAMP WISDOM RD	626,300	386,820	239,480	CENTRAL FIRE STATION	LOR Local Office/Retail District	CENTRAL FIRE STATION
			1,554,510	386,820	1,167,690			
3	100	E WHEATLAND RD	770,910	257,600	513,310	PREVIOUS DALLAS COUNTY TAX OFFICE	NOR Neighborhood Office/Retail District	DALLAS COUNTY GOVERNMENT CENTER
1	609	W DANIELDALE RD	554,330	-	554,330	VACANT LOT	PD, Planned Development District	VACANT
2	900	SANTA FE TRL	299,650	-	299,650	LIONS PARK	PD, Planned Development District	LIONS PARK
2	507	W WHEATLAND RD	640	-	640	HORNE BRANCH CREEK	PD, Planned Development District	HORNE BRANCH CREEK
2	403	W DANIELDALE RD	3,690	-	3,690	VACANT LOT	PD, Planned Development District	VACANT
3	3	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	4	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	5	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	6	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	7	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	8	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	9	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	10	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	11	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	12	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	13	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	14	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	15	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	16	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	17	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	18	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	19	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	20	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	21	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	22	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	23	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	24	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	25	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	26	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	27	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	28	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	29	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	30	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
3	31	N MERRILL RD	6,500	-	6,500	MSRR FLATS PLANNED DEVELOPMENT	PD, Planned Development District	
4	1	ASTAIRE AVE	120	-	120	PYBURN PARK	PD, Planned Development District	
4	1810	S MAIN ST	11,670	-	11,670	WATERVIEW PARK	PD, Planned Development District	VACANT
4	29	HEPBURN LN	100	-	100	PYBURN PARK	PD, Planned Development District	
4	1	ASTAIRE AVE	100	-	100	PYBURN PARK	PD, Planned Development District	
4	1	ASTAIRE AVE	100	-	100	PYBURN PARK	PD, Planned Development District	
4	40	E DANIELDALE RD	40,610	-	40,610	WILLOW RUN PARK	PD, Planned Development District	
5	4	BELMONT PL	31,910	-	31,910	VACANT LOT	PD, Planned Development District	
			1,131,420	-	1,131,420			



City of Duncanville
City owned properties - By Zoning
Run Date

5/6/2021

DISTRICT	NO	Street	Land & Imp	Impr	Land Only	Description	Zoning	Property Name
1	900	S VENICE DR	271,810	-	271,810	ROTARY PARK	SF-10 Single-Family Residential District	ROTARY PARK
1	900	W WHEATLAND RD	92,350	-	92,350	ROTARY PARK	SF-10 Single-Family Residential District	ROTARY PARK
1	100	N VENICE DR	49,100	-	49,100	ROTARY PARK	SF-10 Single-Family Residential District	ROTARY PARK
1	139	S GREENSTONE LN	190,790	-	190,790	NORTH QUAIL RUN PARK	SF-10 Single-Family Residential District	NORTH QUAIL RUN PARK
1	110	S CLARK RD	40,070	1,070	39,000	WATER TOWER	SF-10 Single-Family Residential District	WATER TOWER
2	1002	S PEACH ST	558,440	-	558,440	LIONS PARK	SF-10 Single-Family Residential District	LIONS PARK
2	1000	S PEACH ST	92,160	5,040	87,120	LIONS PARK	SF-10 Single-Family Residential District	LIONS PARK
2	1	PARK LN	35,000	-	35,000	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	
2	400	PARK LN	14,420	-	14,420	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	LAKESIDE CITY PARK
2	703	W CENTER ST	53,580	-	53,580	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	LAKESIDE CITY PARK
2	701	W CENTER ST	1,295,040	-	1,295,040	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	LAKESIDE CITY PARK
2	680	W CENTER ST	26,750	-	26,750	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	
2	687	W CENTER ST	858,480	-	858,480	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	LAKESIDE PARK
2	501	W CENTER ST	1,640	-	1,640	LAKESIDE CITY PARK	SF-10 Single-Family Residential District	
3	500	E WHEATLAND RD	23,980	-	23,980	ROW ISLAND	SF-10 Single-Family Residential District	ROW ISLAND
4	1502	PENN SPRINGS DR	40,500	-	40,500	PENN SPRINGS PARK	SF-10 Single-Family Residential District	
4	371	SOFTWOOD DR	45,000	-	45,000	VACANT LOT	SF-10 Single-Family Residential District	
4	367	SOFTWOOD DR	45,000	-	45,000	VACANT LOT	SF-10 Single-Family Residential District	
5	923	JUNGLE DR	38,500	-	38,500	DRAINAGE LOT	SF-10 Single-Family Residential District	
5	602	CAVAN RD	47,500	-	47,500	CHRIS PARIS PARK	SF-10 Single-Family Residential District	CHRIS PARIS PARK
5	606	CAVAN RD	50,320	-	50,320	CHRIS PARIS PARK	SF-10 Single-Family Residential District	CHRIS PARIS PARK
2	218	E DANIELDALE RD	368,150	119,900	248,250	MUNICIPAL SERVICE CENTER	SF-13 Single-Family Residential District	CITY OF DUNCANVILLE
2	330	SHADY TRAIL DR	3,003,360	2,082,830	920,530	MUNICIPAL SERVICE CENTER	SF-13 Single-Family Residential District	MUNICIPAL SERVICE CENTER
2	310	E DANIELDALE RD	301,240	-	301,240	MUNICIPAL SERVICE CENTER	SF-13 Single-Family Residential District	VACANT
4	1601	S COCKRELL HILL RD	440,700	-	440,700	H LOUIS NICHOLS PARK	SF-13 Single-Family Residential District	H LOUIS NICHOLS PARK
4	1801	S COCKRELL HILL RD	1,552,000	-	1,552,000	MARCUS HARRINGTON PARK	SF-13 Single-Family Residential District	MARCUS HARRINGTON PARK
4	1530	S MAIN ST	639,510	19,330	620,180	FIRESTATION	SF-13 Single-Family Residential District	FIRESTATION
4	1835	MEADOWCREST LN	33,050	-	33,050	CITY OF DUNCANVILLE WATER TOWER	SF-13 Single-Family Residential District	CITY OF DUNCANVILLE WATER TOWER
5	1005	W RED BIRD LN	229,560	-	229,560	RED BIRD PARK	SF-13 Single-Family Residential District	RED BIRD PARK
2	1039	SOUTH LOOP DR	25,000	-	25,000	RIGHT OF WAY	SF-7 Single-Family Residential District	
3	567	JOHNSON DR	30,000	-	30,000	ROGHT OF WAY	SF-7 Single-Family Residential District	
3	500	ORIOLE BLVD	41,820	-	41,820	ORIOLE PARK	SF-7 Single-Family Residential District	ORIOLE PARK
3	800	S ALEXANDER AVE	394,650	-	394,650	ALEXANDER PARK	SF-7 Single-Family Residential District	ALEXANDER PARK
4	534	MEADOWGLEN DR	35,000	-	35,000	DRAINAGE LOT	SF-7 Single-Family Residential District	
4	1715	LIMETREE LN	35,000	-	35,000	SHENANDOAH PARK	SF-7 Single-Family Residential District	
4	1711	LIMETREE LN	35,000	-	35,000	SHENANDOAH PARK	SF-7 Single-Family Residential District	
5	1110	N MAIN ST	123,670	9,540	114,130	WATER TOWER	SF-7 Single-Family Residential District	WATER TOWER
			11,158,140	2,237,710	8,920,430			
1	302	S VENICE DR	132,550	-	132,550	VACANT	SUP, Specific Use	VACANT
2	306	W CAMP WISDOM RD	-	-	-	CELL TOWER	SUP, Specific Use	TOWER
Grand Total			41,201,090	24,010,680	17,190,410			