Duncanville City Council Meeting Agenda

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

Tuesday, July 20, 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, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, July 20, 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 in person and video conference.

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, July 20, 2021, email citysecretary@duncanville.com and title the email "Public Comment – July 20th. 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_UFJAki7oTMSUc4UnrwE0ag

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. Duncanville Police Department Official Patch Reveal. 5 - 6
Duncanville Police Department Official Patch Reveal

B. Briefing with an update to request from the City of Dallas to Amend the Interlocal Agreement for Traffic Signal Operations and Maintenance. 7 - 35
Traffic Signal Operations and Maintenance

C. Receive a presentation from the Duncanville Rotary Club regarding a proposed pavilion for Rotary Park. 36
Rotary Club

D. Item requested by Councilmember Cooks:
Briefing on E-commerce Sales Tax rule.

E. Item requested by Councilmember Cooks:
Observation of all State Holiday schedule for City Offices.

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.07(1) and (2) of the Texas Gov't Code to seek legal advice from the City Attorney regarding pending legal proceedings and/or on the following subjects:

   A. City of Duncanville v. Winn Properties;
   B. Financial audit of internal procedures of the City; and
   C. Advanced water metering agreements.

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 - First Presbyterian Church - Ginger Hertenstein
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation designating July as Parks and Recreation Month. 37 - 38
Parks and Recreation Month

3. CITIZENS' INPUT

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, July 20, 2021, email citysecretary@duncanville.com and title the email "Public Comment – July 20th. 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 rejecting all bids received for IFB-21-0012-Rebuild Chlorine Room at North Main Elevated Storage Tank; providing for appropriate notice and providing for authorization to rebid. Rejecting Chlorine Room Bids	39 - 43
B.	Consider a Resolution approving the proposal for city paid employee and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement. Blue Cross Blue Shield of Texas	44 - 62
C.	Consider a Resolution authorizing the execution of the third option to renew the Purchase Agreement with U.S. Venture, Inc. dba/ U.S. Oil through the Tarrant County Cooperative Purchase Contract #2018-057 in the expenditure amount of $351,000.00. Fuel Purchase through Tarrant County Contract	63 - 87
D.	Consider a Resolution authorizing the award of bid IFB 21-013 to Peachtree Construction, LTD for Mill and Overlay #2 in an amount up to $385,967.89. FY 21 - Mill & Overlay of City Streets Bid#2	88 - 129
E.	Consider a Resolution approving the Sign Control Board Grant of a variance to Extra Space Storage allowing a highway sign to be erected at a height of 70' at 303 E. Hwy 67 Duncanville TX. Sign Control Board Grant of Variance	130 - 145

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consider a Resolution requesting the Texas Department of Transportation (TXDOT) amend the design for Project CSJ 2374-04-085 by deleting the proposed "Texas U-turn" bridge at the northeast side of the existing Cockrell Hill Road overpass along US-67, requesting a "Texas U-turn" bridge at the southwest side of the Cockrell Hill Road overpass along US-67, and requesting a "Texas U-turn" at the north side of the Danieldale Road overpass along US-67. 146 - 149

"Texas U-Turn" Bridge

B. Consider a Resolution concurring with the City of Cedar Hill's recommendation to award the U.S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project bid (CSJ-0261-02-079 and CSJ-0261-02-080) to Central North Construction, LLC, in the grand total amount of $2,987,262.88 for construction and installation of landscaping, irrigation and gateway monument improvements within TXDOT right-of-way, along the U.S. Highway 67 corridor, from eastside Cockrell Hill Road in Duncanville, Texas to Beltline Road in the city of Cedar Hill, Texas; and authorizing funding in the amount of $139,976.00 for construction of Duncanville's two gateway monuments. 150 - 211

Green Ribbon Construction Contract Concurrence - Pdf

C. Consider a Resolution approving a $25,000.00 Hotel Occupancy Tax Grant for the FY 20-21 Budget to ALW Entertainment to directly enhance and promote tourism and the hotel industry. 212 - 231

ALW Entertainment

D. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of May 31, 2021. 232 - 245

Monthly Financial Report

B. Receive the Fire Department Quarterly Report.

C. Receive the Police Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, July 15, 2021 at 5:30 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.

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"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 - 20 Jul 2021

TITLE:
Duncanville Police Department Official Patch Reveal.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Mark LiVigni, Interim Chief of Police

BACKGROUND/HISTORY:
The new patch is the 4th to be worn in the history of the department, which was established in 1959.

- First patch was worn from 1959-1977
- Second from 1977-2000
- Third from 2000-2021
- Impetus for the new patch design was to incorporate the new city logo which was adopted by the city council in 2019.

POLICY EXPLANATION:
Duncanville Police Department Regulations Policy 7.01, section B states:

The "Duncanville Police" patch will be worn on the left and right shoulder of the uniform shirt for sworn officers only.

1. The "Duncanville Police" patch is service marked. By law, use of its design is controlled by the department. The sleeve patch may not be duplicated or used without permission from the Chief of Police.
2. Unauthorized use of the "Duncanville Police" patch by anyone outside the department may result in a civil action being brought against that person by the department.
3. Personnel who are current members of the Tactical team may have approved tactical rockers sewn on the uniform shirt above the left shoulder department patch.

FUNDING SOURCE:
General Fund

Contract Log #:
N/A

RECOMMENDATION:
N/A

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Briefing with an update to 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.

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 & Danieldale 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 original proposal was 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.)

On June 1, 2021, Staff presented the City of Dallas' initial proposal to City Council for feedback. After discussion, Council decided not to support Dallas' request to partner on a new signal at Clark Rd & Summit Parc/West Ridge.

On July 13,2021, City of Dallas Staff coordinated with City of Duncanville Staff on a new proposal to amend the existing ILA to reflect the following:

1. City of Dallas will pay for all costs of the signal construction at Clark Rd & Summit Parc/West Ridge.
2. The City of Dallas will assume O&M responsibility for the new signal at Clark Rd & Summit Parc/West Ridge for perpetuity.
3. The City of Dallas will need to place two of the signal masts in City of Duncanville Right of Way.

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:

Glenn A. Repps

MAYOR

ATTEST:

Kimm Fralicks

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 Danieldale 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

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

BY _____
Assistant City Manager

CITY OF DUNCANVILLE

BY _____
Kent Cagle, City Manager

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

BY _____
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.

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.

APPROVED BY
CITY COUNCIL
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

City Secretary

APPROVED HEAD OF DEPARTMENT APPROVED CITY CONTROLLER APPROVED CITY MANAGER

ATTACHMENT 2

City of Dallas

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

CITY OF DALLAS

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 (Minor street) crossing Clark Rd (Ridge Dr) (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

City of Dallas
Department of Street Services
Transportation

Traffic Signal Warrant Study Summary

Location Summit Parc (Minor street) crossing Clark Rd (Ridge Dr) (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	Day of Week	Pedestrian Count Date
6/14/2017	Wednesday	

	Major Street		Minor Street		Pedestrians
Time Period	NB	SB	EB	WB	crossing Major
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 5 **Not Met**	0 **Not Met**	8 **Met**	1 11 **Not Met**
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**		

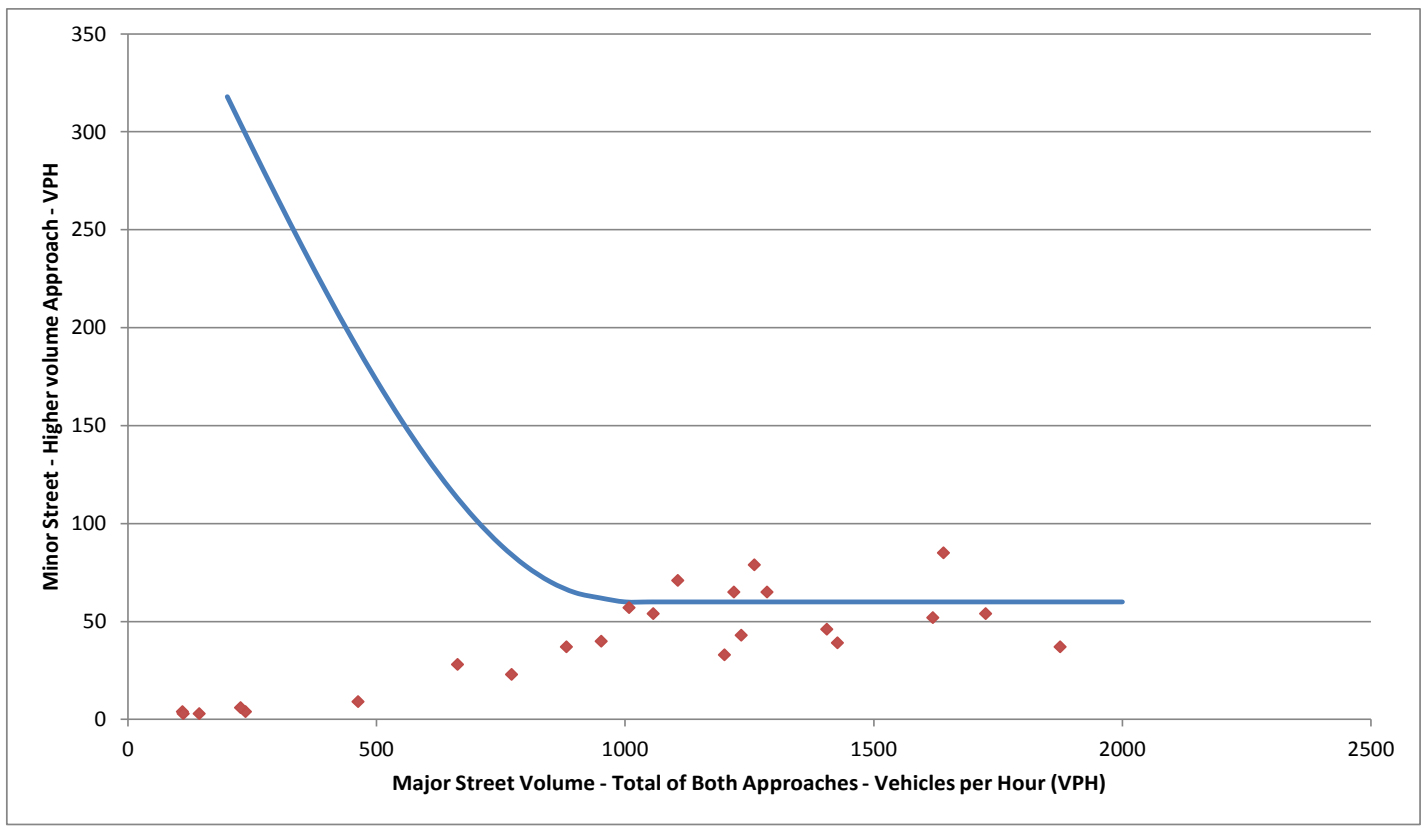
Volumes exceed minimum required for at least 4 hours **Met**

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



ATTACHMENT 3

Warrant 3 Peak Hour Volume

	Name	#lanes	Speed	Type
Major Street	Clark Rd (Ridge D	**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		Volume Test		Warrant 3	
	Not Met		**Met**		**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 threshholds 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 threshholds 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	Major Street Both Approaches	Pedestrian Volume Crossing Major Street	Four Hour Test Ped Volume Requied	Meets?	Peak Hour Test 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 **Not Met**	1 required	0 **Not Met**

ATTACHMENT 3

City of Dallas
Department of Street Services
Transportation

Warrant 5 School Crossing
Pedestrian Gap Study

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

School Crossing Warrant Summary **Not Applicable**

			Criteria
Distance to nearest traffic signal	2230 ft	must be ≥ 300 ft	**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** (Minor street) crossing **Clark Rd (Ridge Dr)** (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 **Not Met**
Volume - Either Warrant 1 Condition A 80% or Condition B 80% 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:

Yes — 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

Yes — 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	**Clark Rd (Ridge**	a major route?	**Yes**	Street Classification:	Major Arterial
Is	**Summit Parc**	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**

ATTACHMENT 6

Average Daily Traffic Volumes
Quality Traffic Data, LLC

STD PROJ ID #	2017204 - 011	GPS COORDINATES	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Monday, June 12, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	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	1	6	12:45	124	593	153	648	15	37	20	56
01:00	19		26		0		3		13:00	126		174		6		7	
01:15	9		33		0		3		13:15	132		150		6		20	
01:30	12		21		0		2		13:30	138		164		9		12	
01:45	17	57	18	98	1	1	1	9	13:45	162	558	167	655	3	24	12	51
02:00	16		16		0		2		14:00	135		171		9		14	
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	0	4	14:45	124	526	172	677	2	28	8	57
03:00	14		14		1		1		15:00	134		182		3		5	
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	0	1	15:45	136	522	241	876	1	10	16	36
04:00	19		11		0		2		16:00	124		230		4		15	
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	0	7	16:45	107	466	254	1030	13	24	6	49
05:00	88		17		2		2		17:00	139		289		6		10	
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	18	40	17:45	153	585	304	1187	8	28	6	45
06:00	206		36		8		22		18:00	158		290		6		13	
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	14	74	18:45	135	588	259	1132	8	26	27	73
07:00	310		86		7		21		19:00	124		260		10		9	
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	26	118	19:45	109	476	192	866	13	44	18	55
08:00	248		104		4		27		20:00	120		167		9		16	
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	22	84	20:45	108	439	155	654	3	25	17	63
09:00	160		95		3		21		21:00	112		155		7		11	
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	16	71	21:45	81	406	121	528	6	25	6	37
10:00	138		103		9		16		22:00	77		119		5		7	
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	9	43	22:45	55	323	75	368	3	14	2	11
11:00	78		118		8		8		23:00	69		81		4		2	
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	12	44	23:45	28	191	72	311	4	12	2	5
TOTALS:		5462		3016		200		501	TOTALS:		5623		8932		297		538

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	41	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

ATTACHMENT 3

Average Daily Traffic Volumes
Quality Traffic Data, LLC

GED PROJECT #	2017204 - 011	GPS COORDINATES	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Tuesday, June 13, 2017
CROSS STREET:	Summit Parc Dr (E/W)	WEATHER:	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	0	177	13:45	94	472	157	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	1070	7	27	13	44	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	598	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	176	835	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	533	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	578	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	386	0	2	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

ATTACHMENT 3

Average Daily Traffic Volumes
Quality Traffic Data, LLC

QTD PROJECT #:	2017204 - 011	QTD COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Wednesday, June 14, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	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*	13	*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	130		147		16		22	
01:45	11	*60*	13	*84*	0	*3*	0	*2*	*149*	13:45	119	*501*	158	*605*	8	*36*	16	*83*	*1225*
02:00	12		17		2		0		14:00	150		135		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*	165	*643*	5	*27*	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		268		8		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	*1095*	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	*1759*	7	*30*	6	*43*	*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	*849*	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	94	*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	*358*	98	*434*	2	*20*	6	*27*	*819*
11:00	115		108		7		14		23:00	57		89		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	*173*	70	*291*	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
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ATTACHMENT 8

Average Daily Traffic Volumes
Quality Traffic Data, LLC

CITY PROJECT #:	2017204 - 011	GPS COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Thursday, June 15, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	Dallas, TX

AM COUNTS	NB		SB		EB		WB		
00:00	42		51		0		3		
00:15	31		43		2		1		
00:30	25		40		0		0		
00:45	17	115	40	174	0	2	1	5	296
01:00	18		40		1		1		
01:15	19		32		0		3		
01:30	17		21		0		4		
01:45	14	68	22	115	0	1	3	11	195
02:00	14		11		0		1		
02:15	14		19		0		2		
02:30	9		23		0		3		
02:45	10	47	20	73	1	1	0	6	127
03:00	18		16		2		1		
03:15	23		14		1		0		
03:30	23		18		1		0		
03:45	19	83	13	61	0	4	2	3	151
04:00	22		11		1		0		
04:15	32		16		1		4		
04:30	68		16		1		1		
04:45	55	177	27	70	0	3	4	9	259
05:00	90		21		0		0		
05:15	126		30		4		16		
05:30	170		21		2		6		
05:45	185	571	42	114	3	9	16	38	732
06:00	212		53		4		25		
06:15	220		66		8		29		
06:30	248		77		4		11		
06:45	309	989	98	294	9	25	22	87	1395
07:00	322		66		11		26		
07:15	299		107		10		28		
07:30	264		131		8		28		
07:45	287	1172	150	454	14	43	24	106	1775
08:00	265		117		7		27		
08:15	194		113		8		17		
08:30	212		100		4		27		
08:45	179	850	94	424	10	29	22	93	1396
09:00	131		105		7		21		
09:15	181		102		7		15		
09:30	150		99		14		19		
09:45	128	590	103	409	5	33	14	69	1101
10:00	132		98		7		6		
10:15	114		109		7		18		
10:30	104		125		9		16		
10:45	110	460	109	441	7	30	11	51	982
11:00	120		117		7		17		
11:15	120		135		3		23		
11:30	117		115		7		17		
11:45	142	499	166	533	5	22	11	68	1122
TOTALS:		5621		3162		202		546	9531

PM COUNTS	NB		SB		EB		WB		
12:00	151		162		9		16		
12:15	136		152		5		21		
12:30	141		164		4		8		
12:45	125	553	148	626	10	28	11	56	1263
13:00	146		152		6		19		
13:15	106		147		7		13		
13:30	141		165		7		15		
13:45	132	525	146	610	6	26	19	66	1227
14:00	140		178		6		19		
14:15	129		169		15		17		
14:30	148		165		8		10		
14:45	113	530	198	730	8	37	12	58	1355
15:00	109		185		5		10		
15:15	109		209		6		19		
15:30	148		216		3		16		
15:45	123	489	258	868	10	24	8	53	1434
16:00	140		241		7		8		
16:15	129		255		7		11		
16:30	138		281		8		7		
16:45	126	533	278	1055	6	28	11	37	1653
17:00	141		310		7		26		
17:15	149		315		9		6		
17:30	139		323		6		12		
17:45	138	567	285	1233	15	37	20	64	1901
18:00	132		303		10		22		
18:15	141		312		7		16		
18:30	163		285		4		15		
18:45	133	569	284	1184	13	34	13	66	1853
19:00	131		249		11		7		
19:15	144		261		13		16		
19:30	142		198		8		13		
19:45	139	556	182	890	7	39	6	42	1527
20:00	156		209		12		21		
20:15	123		210		7		9		
20:30	156		176		7		16		
20:45	117	552	170	765	8	34	13	59	1410
21:00	129		164		4		9		
21:15	123		174		4		10		
21:30	119		162		5		12		
21:45	117	488	161	661	0	13	5	36	1198
22:00	103		140		5		8		
22:15	86		124		2		7		
22:30	75		138		4		7		
22:45	56	320	99	501	3	14	2	24	859
23:00	69		76		1		5		
23:15	61		107		1		10		
23:30	46		69		2		3		
23:45	40	216	55	307	3	7	5	23	553
TOTALS:		5898		9430		321		584	16233

SPLIT	59.0%	33.2%	2.1%	5.7%	37.0%
PEAK HOUR	06:45	11:45	07:00	07:15	07:00
PH VOLUME	1194	644	43	107	1775
PHF	0.93	0.97	0.77	0.96	0.93

SPLIT	36.3%	58.1%	2.0%	3.6%	63.0%
PEAK HOUR	19:15	17:00	18:45	17:45	17:00
PH VOLUME	581	1233	45	73	1901
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
Phone: 887-852-4355 Fax: 877-877-3698 Info@QualityTrafficData.com

ATTACHMENT 2

Average Daily Traffic Volumes
Quality Traffic Data, LLC

QTD PROJECT #:	2017204 - 011	GPS COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Friday, June 16, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	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	4	8	311	12:45	139	596	166	689	12	39	13	63	1387
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	0	5	207	13:45	126	539	153	651	7	21	11	45	1256
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	0	5	181	14:45	138	537	192	762	8	37	18	50	1386
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	2	2	164	15:45	148	569	270	921	4	31	10	69	1590
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	0	8	225	16:45	133	575	273	1020	9	21	24	68	1684
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	21	37	722	17:45	152	612	279	1170	11	47	24	85	1914
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	12	53	1223	18:45	138	635	256	1144	11	57	16	82	1898
07:00	250		82		5		32			19:00	169		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	25	98	1572	19:45	148	616	184	849	6	47	22	64	1576
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	136		173		5		6		
08:45	159	761	108	440	6	27	11	81	1309	20:45	122	527	167	711	10	27	10	51	1316
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	7	59	1175	21:45	128	534	162	618	3	23	9	41	1216
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	17	56	1118	22:45	91	383	143	579	1	12	11	36	1010
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	8	46	1180	23:45	53	303	105	430	1	7	1	18	758
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

ATTACHMENT 2

Average Daily Traffic Volumes
Quality Traffic Data, LLC

SITE / PROJECT NO.:	2017204 - 011	GPS COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Saturday, June 17, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	Dallas, TX

AM COUNTS									PM COUNTS								
	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		163		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	590	191	712	4	24	22	56	1382
01:00	34		57		1		4		13:00	156		187		13		25	
01:15	32		57		1		4		13:15	195		164		5		13	
01:30	26		46		0		2		13:30	185		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	180		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	795	10	28	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	746	9	36	16	63	1479
06:00	79		35		0		0		18:00	156		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	204	776	12	43	10	58	1488
07:00	96		66		1		10		19:00	156		197		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	604	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	1277
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	29	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	18:30	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

ATTACHMENT B

Average Daily Traffic Volumes
Quality Traffic Data, LLC

CITY PROJECT #:	2017204 - 011	GPS COORDINATES:	N/A
ON STREET:	Clark Rd (N/S)	START DATE:	Sunday, June 18, 2017
CROSS STREET:	Summit Parc Dr (E/W)	VICINITY:	Dallas, TX

AM COUNTS	NB		SB		EB		WB		
00:00	47		88		2		5		
00:15	62		84		1		3		
00:30	58		87		1		6		
00:45	55	222	54	313	1	5	4	18	558
01:00	53		58		0		7		
01:15	37		60		0		1		
01:30	33		58		3		0		
01:45	27	150	50	226	1	4	2	10	390
02:00	30		57		0		2		
02:15	26		43		3		0		
02:30	21		33		0		2		
02:45	13	90	40	173	0	3	1	5	271
03:00	15		44		1		0		
03:15	17		35		0		0		
03:30	14		31		0		0		
03:45	12	58	26	136	0	1	0	0	195
04:00	19		21		0		0		
04:15	16		19		1		0		
04:30	20		15		0		0		
04:45	16	71	21	76	0	1	0	0	148
05:00	25		22		1		0		
05:15	21		23		0		2		
05:30	24		18		3		0		
05:45	34	104	22	85	0	4	5	7	200
06:00	20		24		0		0		
06:15	35		26		0		0		
06:30	49		31		0		0		
06:45	45	149	37	118	2	2	1	1	270
07:00	44		38		3		0		
07:15	57		58		5		4		
07:30	51		51		3		4		
07:45	40	192	87	234	7	18	6	14	458
08:00	62		77		2		11		
08:15	108		66		8		2		
08:30	103		98		9		11		
08:45	111	384	95	336	7	26	5	29	775
09:00	118		109		7		16		
09:15	131		102		8		10		
09:30	129		115		10		5		
09:45	148	526	109	435	13	38	13	44	1043
10:00	134		106		7		19		
10:15	119		125		7		13		
10:30	159		133		5		19		
10:45	152	564	129	493	5	24	22	73	1154
11:00	148		152		10		17		
11:15	146		139		15		16		
11:30	145		132		9		18		
11:45	157	596	139	562	5	39	12	63	1260
TOTALS:		3106		3187		165		264	6722

PM COUNTS	NB		SB		EB		WB		
12:00	147		161		10		10		
12:15	152		161		6		19		
12:30	155		161		8		11		
12:45	173	627	169	652	6	30	10	50	1359
13:00	158		161		7		12		
13:15	165		163		5		8		
13:30	161		162		10		7		
13:45	159	643	154	640	5	27	5	32	1342
14:00	154		159		6		5		
14:15	137		148		7		8		
14:30	158		152		9		10		
14:45	147	596	162	621	10	34	12	35	1286
15:00	152		147		13		19		
15:15	132		142		12		12		
15:30	129		134		8		11		
15:45	120	533	174	597	7	40	6	48	1218
16:00	146		173		18		13		
16:15	155		170		10		2		
16:30	148		159		2		13		
16:45	143	592	146	648	10	40	18	46	1326
17:00	146		166		11		17		
17:15	147		157		3		19		
17:30	161		142		5		1		
17:45	160	614	160	625	13	32	19	56	1327
18:00	156		157		8		13		
18:15	148		163		14		17		
18:30	136		158		10		7		
18:45	131	571	157	635	6	38	17	54	1298
19:00	127		158		10		13		
19:15	122		160		8		17		
19:30	112		147		9		7		
19:45	114	475	156	621	8	35	14	51	1182
20:00	124		150		6		18		
20:15	125		130		13		18		
20:30	98		142		10		4		
20:45	130	477	142	564	10	39	12	52	1132
21:00	129		130		10		16		
21:15	125		133		11		8		
21:30	106		139		10		7		
21:45	118	478	124	526	8	39	11	42	1085
22:00	103		115		2		4		
22:15	98		111		4		17		
22:30	90		110		5		5		
22:45	70	366	80	416	2	13	10	36	831
23:00	61		85		1		10		
23:15	57		81		3		4		
23:30	48		68		1		5		
23:45	42	208	55	289	3	8	4	23	528
TOTALS:		6180		6834		375		525	13914

SPLIT	46.2%	47.4%	2.5%	3.9%	32.6%
PEAK HOUR	11:45	11:45	10:45	10:30	11:45
PH VOLUME	611	622	39	74	1314
PHF	0.97	0.97	0.65	0.84	0.97

SPLIT	44.4%	49.1%	2.7%	3.8%	67.4%
PEAK HOUR	12:45	15:45	15:15	16:30	12:45
PH VOLUME	657	676	45	67	1377
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
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ATTACHMENT 3

SPEED PROFILE

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

QTD PROJ/JOB #:	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	256
5:00	2	2	0	0	6	16	86	226	197	138	36	8	0	717
6:00	0	2	0	0	10	20	126	434	368	235	104	8	1	1308
7:00	2	8	6	4	8	47	322	550	450	182	84	7	3	1673
8:00	2	0	0	2	28	62	260	436	312	108	34	5	0	1249
9:00	0	0	2	2	24	60	212	348	248	84	18	4	1	1003
10:00	2	0	0	0	20	58	176	308	219	80	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	28	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	86	494	659	366	132	50	7	4	1812
18:00	0	0	0	10	6	34	490	675	354	188	28	7	0	1792
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	126	319	352	130	30	10	0	0	995
22:00	0	0	0	4	16	76	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	5558	8624	4823	2021	630	111	19	23527
% of Total	0%	0%	0%	0%	1%	6%	24%	36%	20%	9%	3%	0%	0%	

PERECENTILE 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

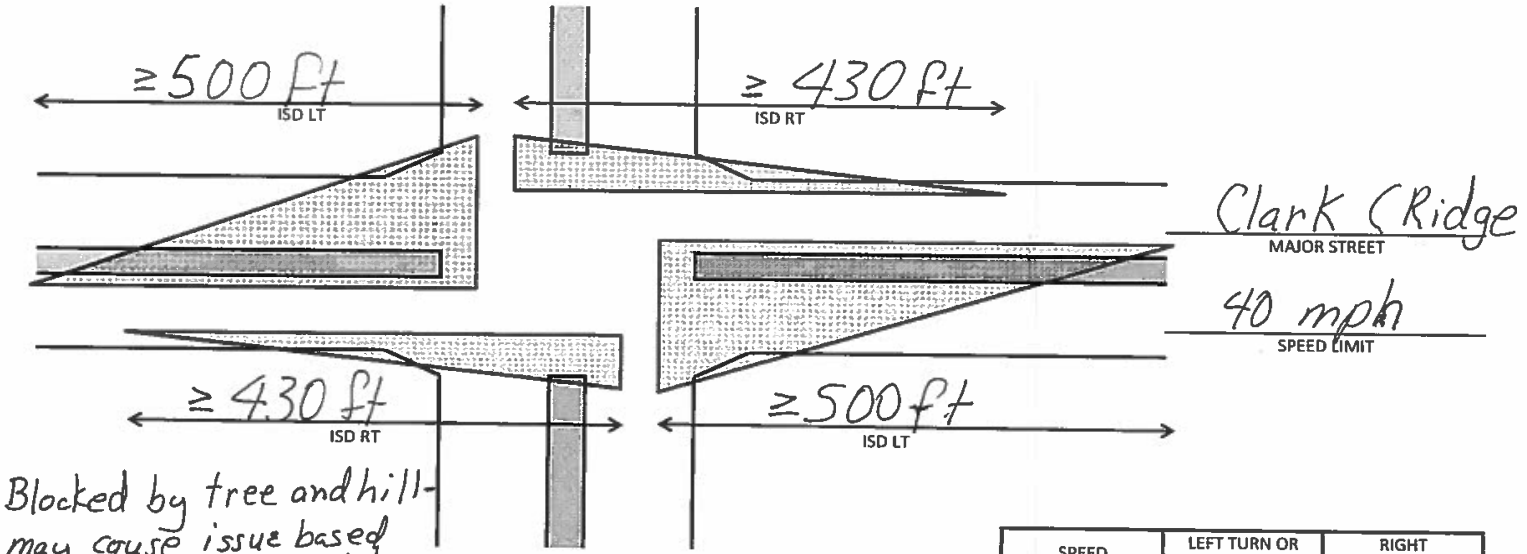
LOCATION: Clark - Summit

DATE: 7-25-17

COMPLETED BY: Michael Potter

N

(indicate with arrow)



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

Summit
MINOR STREET

30 mph
SPEED LIMIT

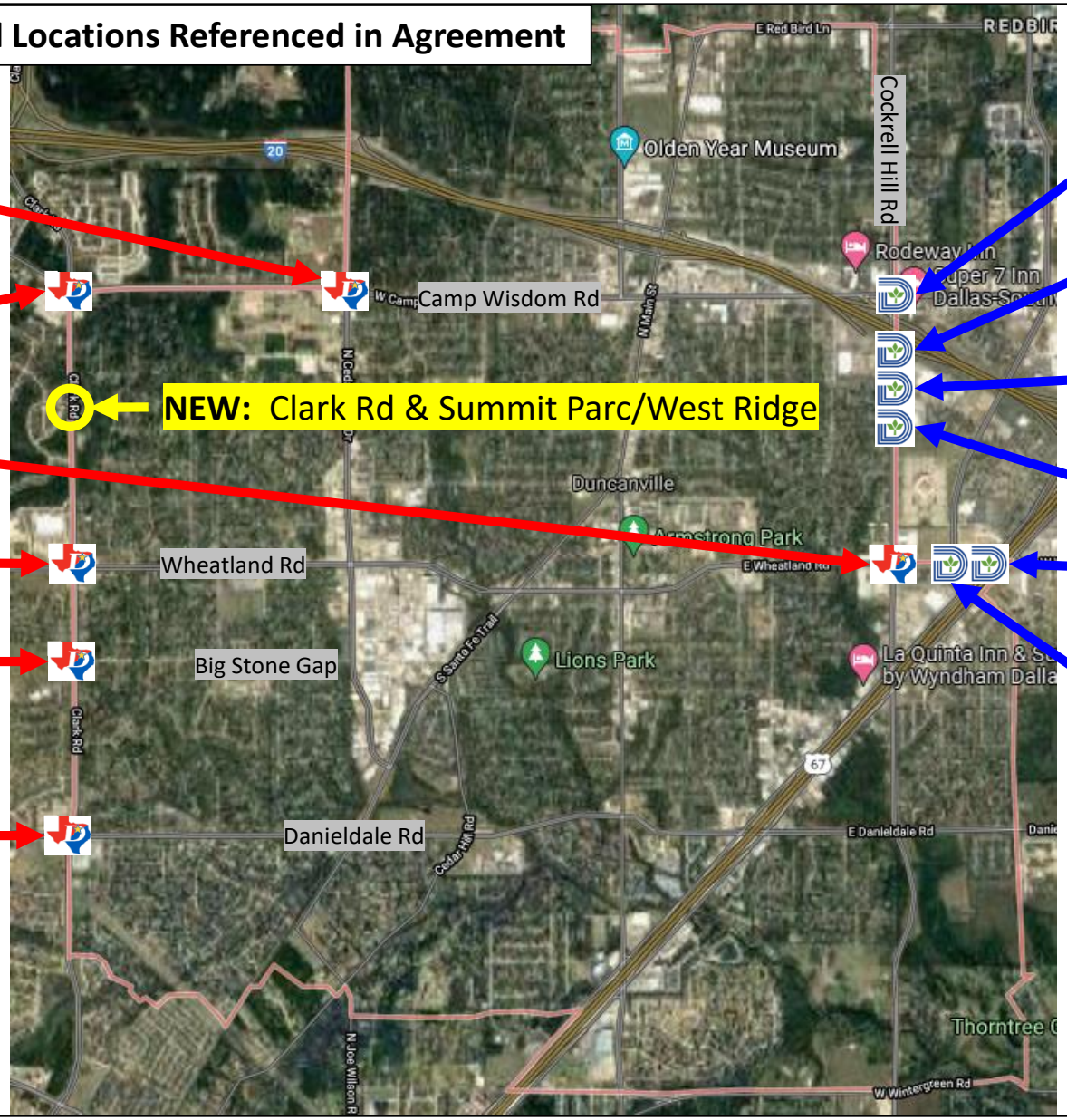
Notes:
1. Use this form for to check for stop control or permissive movements from the minor street
2. Vehicle target height = 4.5 feet.
3. Eye height = 3.5 feet

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 & Danieldale



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 - 20 Jul 2021

TITLE:
Receive a presentation from the Duncanville Rotary Club regarding a proposed pavilion for Rotary Park.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:
- **2. Create high quality neighborhoods and parks**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The Duncanville Rotary Club has been exploring the opportunity of providing a pavilion for public use at Rotary Park, 301 S. Venice Drive. Representatives have met with staff on several occasions and the proposed location within the park is between the new parking lot and the large playground. The Rotary Club would like to share their vision for the pavilion with the City Council and discuss opportunities to partner on the project.

POLICY EXPLANATION:
There are no policy issues related to this item.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
There are no recommendations for this item.

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Proclamation designating July as Parks and Recreation Month.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Since 1985, America has celebrated July as Park and Recreation Month. A program of the National Recreation and Park Association (NRPA), the goal is to raise awareness of the vital impact that parks and recreation has on communities across the U.S.

POLICY EXPLANATION:
The National Recreation and Park Association is a national not-for-profit organization dedicated to ensuring that all Americans have access to parks and recreation for health, conservation and social equity. Through its network of 60,000 recreation and park professionals and advocates, NRPA encourages the promotion of healthy and active lifestyles, conservation initiatives and equitable access to parks and public space.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends honoring the Parks and Recreation Department through the Proclamation designating July as Parks and Recreation month in Duncanville.

ATTACHMENTS:
Proclamation - Parks and Recreation Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Duncanville; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Duncanville recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the month of July 2021 as Park and Recreation Month.

PARKS AND RECREATION MONTH RECOGNITION IN DUNCANVILLE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 20th day of July, 2021.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution rejecting all bids received for IFB-21-0012-Rebuild Chlorine Room at North Main Elevated Storage Tank; providing for appropriate notice and providing for authorization to rebid.

FY 2021 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
Jacqueline Culton, P.E., Assistant Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
On July 20, 2018, Utilities Department crews arrived at the North Main Chlorine Building and discovered a devastating leak inside the new building. One of the pressure gauges blew apart and flooded the building with hyper-chlorinated water. Utility Maintenance personnel discovered the chlorine scales and other equipment were drenched and there were approximately three inches of water on the floor.

Since the incident in 2018, Staff has coordinated with Texas Municipal League (TML) on the claim, stripped out all the damaged equipment and wiring, sent all instrumentation back to the vendors for testing, repair, and/or replacement (all instrumentation is operable and ready for installation), and contracted Dunaway Associates to design the repairs and prepare the associated construction bid book.

The Invitation to Bid 21-0012 was advertised in the Focus Daily News on Tuesday, June 1, 2021, and Tuesday, June 8, 2021. The bid request was also advertised through the bidding notification system for Public Purchase, Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors, Black Contractors Association, North Texas Regional Certification Agency, 684 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, 755 bidders were notified via email. The City received two (2) completed bids prior to bid closing on June 11, 2021. Fryer Construction Company and, Axis Construction Company. A copy of the bid tabulation is attached. The engineer's estimate for this project was $140,000.00.

After review by staff and the consultant, Dunaway Associates, it was determined the that bid received from Fryer Construction was non-responsive due to gross errors in the bid. The second bid submitted by Axis Construction was significantly higher and did not fall within the approved budgeted amount.

Therefore, it is recommended that the bid received from Axis Construction in the amount of $261,500.00 be rejected.

POLICY EXPLANATION:
Texas Local Government Code Sec. 252.043, Award Of Contract, provides that when a project is bid through a competitive sealed bidding process, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Texas Local Government Code Sec. 252.043 also permits a governing body to reject any and all bids. In accordance with the City's specifications and per Texas Local Government Code Sec. 252.043, Award Of Contract, Staff is requesting the City Council reject all bids received for IFB-21-0012 Rebuild Chlorine Room at North Main Elevated Storage Tank project so Staff can re-advertise the project for new bids.

FUNDING SOURCE:
The project to rebuild the Chlorine Room at North Main Elevated Storage Tank costs will be funded out of the FY21 Capital Improvements Projects (Utilities Fund) budget. Staff anticipates TML will reimburse the City for some of the construction costs.

Contract Log #:
NA

RECOMMENDATION:
Staff recommends approval of a Resolution rejecting all bids received for IFB 21-0012 Rebuild Chlorine Room at North Main Elevated Storage Tank; providing for appropriate notice and providing for authorization to rebid.

ATTACHMENTS:
Attachment 1 - IFB 21-0012 Bid Tab
Attachment 2 - Resolution No. - 2021-047 - Reject bids for IFB-21-0012-Rebuild Chlorine Room at North Main Elevated Storage Tank

Owner:	**City of Duncanville, Dallas County, Texas**	Bidders Name & Address Fryer Construction Company PO Box 76 Argylr TX 76226 940-395-3433	Bidders Name & Address Axis Construction, LP PO Box 77916 Fort Worth TX 76177 817-439-0709
Project:	**Rebuild Chlorine Room at** **North Main Elevated Storage Tank**		
	IFB N0. 21-0012		
Bid Opens	June 11, 2021 @ 3:30 PM		

Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
			CHLORINE BUILDING IMPROVEMENTS				
1	1	LS	MOBILIZATION AND BONDS	$ 9,000.00	$ 9,000.00	$ 16,800.00	$ 16,800.00
2	1	LS	REMOVE & REPLACE BOLTS AT FOUNDATION	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00
3	1	LS	POWER WASH EXISTING FIBERGLASS CHLORINE BUILDING	$ 3,500.00	$ 3,500.00	$ 1,800.00	$ 1,800.00
4	1	LS	RECEIVE AND INSTALL CHEMICAL FEED EQUIPMENT	$ 15,000.00	$ 15,000.00	$ 6,500.00	$ 6,500.00
5	1	LS	FURNISH AND INSTALL CHEMICAL FEED SYSTEM	$ 1,500.00	$ 1,500.00	$ 9,150.00	$ 9,150.00
6	1	LS	MOUNT EMERGENCY RESPIRATOR APPARATUS ON EXISTING PUMP BUILDING	$ 500.00	$ 500.00	$ 450.00	$ 450.00
7	1	LS	FURNISHING AND INSTALLING HARDWARE, SIGNAGE, AND LIGHT AND HEATER	$ 1,500.00	$ 1,500.00	$ 3,600.00	$ 3,600.00
					$ 33,500.00		**$ 39,500.00**
			ELECTRICAL, INSTRUMENTATION AND CONTROLS				
8	1	LS	FURNISH AND INSTALL ALL ELECTRICAL, INSTRUMENTATION AND CONTROLS	$ 57,500.00	**$ 57,500.00**	$ 222,000.00	**$ 222,000.00**
			CHLORINE BUILDING IMPROVEMENTS TOTALS		**$ 33,500.00**		**$ 39,500.00**
			ELECTRICAL, INSTRUMENTATION AND CONTROLS TOTALS		**$ 57,500.00**		**$ 222,000.00**
			Bid Total		**$ 91,000.00**		**$ 261,500.00**

RESOLUTION NO. 2021-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REJECTING ALL BIDS RECEIVED FOR IFB-21-0012-REBUILD CHLORINE ROOM AT NORTH MAIN ELEVATED STORAGE TANK; PROVIDING FOR APPROPRIATE NOTICE; PROVIDING FOR AUTHORIZATION TO REBID; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to reject all bids for IFB-21-0012-Rebuild Chlorine Room at North Main Elevated Storage Tank; and

WHEREAS, of the two bids received, one contained gross errors and the other bid was in an amount which greatly exceeded the City's budget for the project; and

WHEREAS, the City reserves the right to reject any and all bids as per Request for IFB No. 21-0012 Rebuild Chlorine Room at North Main Elevated Storage Tank; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to reject all bids received for IFB No. 21-0012 Rebuild Chlorine Room at North Main Elevated Storage Tank.

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

SECTION 1. That the City Council of the City of Duncanville does hereby reject all bids received for IFB 21-0012 Rebuild Chlorine Room at North Main Elevated Storage Tank.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to send the appropriate notice of rejection and to rebid the Rebuild Chlorine Room at North Main Elevated Storage Tank contract in accordance with State Law and local purchasing requirements.

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 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution approving the proposal for city paid employee and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Todd C. Siegel, Human Resources Director

BACKGROUND/HISTORY:
In order to provide continuity of service and keep administrative cost to a minimum, HUB International and the City recommend entering into a one (1) year renewal contract with Blue Cross Blue Shield of Texas Health (BCBSTX) for fully insured Medical and Pharmacy Claims Administration.

Today, the City is fully insured and contracted with BCBSTX. BCBSTX has issued the City a -1.1% rate decrease due to the plan utilization from October 1, 2020 to current and vigorous negotiations. This rate decrease follows a rate pass from BCBSTX for the past two fiscal years. There are no changes to plan designs for 2021/2022. We have reviewed analytics with HUB International and our plan designs and costs continue to be within the market standards.

POLICY EXPLANATION:
This Resolution will allow the City to enter in another one-year renewal agreement with BCBSTX for TPA services.

For FY 2021-2022 the City will make the following changes in employee/retiree premiums:

- **Active Employees**: There are no monthly premium changes to employees due to the rate decrease from BCBSTX. The City's contribution to premiums will be reduced by 1.1%.
- **Retiree Plans**: There will be a 5% decrease to the City's contribution for each Retiree tier, resulting in premium increases to the retirees and a savings to the City.

FUNDING SOURCE:
City premium cost is apportioned to each department cost center, i.e. Finance Administration, Police Patrol, etc. Employee premiums are deducted from payroll. Retiree premiums are accounted as revenues and are budgeted and paid out of non-departmental expenses.

Contract Log #:

1534

RECOMMENDATION:
Staff recommends approval of a Resolution approving a one-year renewal agreement for City paid Employee and Retiree Medical and Prescription with Blue Cross Blue Shield Texas (BCBSTX).

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-052 - Blue Cross Blue Shield Insurance One Year Agreement

RESOLUTION NO. 2021-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PROPOSAL FOR CITY PAID EMPLOYEE AND RETIREE MEDICAL AND PRESCRIPTION WITH BLUE CROSS BLUE SHIELD OF TEXAS (BCBSTX) FOR AN ONE YEAR AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue to provide medical and pharmacy benefits to City of Duncanville employees and retirees.

WHEREAS, it is desired to continue insurance coverage for Medical and Pharmacy benefits with Blue Cross Blue Shield of Texas.

WHEREAS, due to BCBSTX offering a -1.1% rate decrease for Fiscal Year 2021-2022, it is desired to maintain the current premium contributions by employees and to decrease the City's contribution portion by 1.1%; and a 5% reduction in City contributions for all Retiree tiers.

WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve the recommended changes as listed in this resolution.

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

SECTION 1. That the City of Duncanville, Texas hereby approves the twelve (12) month contract with Blue Cross Blue Shield of Texas for Medical and Pharmacy benefits, in accordance with Exhibit "A".

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

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 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

BlueCross BlueShield of Texas

1001 E. Lookout Drive
Richardson, Texas 75082

BENEFIT PROGRAM APPLICATION ("BPA")

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (herein called "BCBSTX")

LARGE GROUP PLANS

Account Status: ☐ New ☒ Existing with Changes

Off Cycle Change: ☐ Yes ☒ No ☐ Former BCBSTX ASO converting to fully insured

Account Number (6-digits): 245607 Group Number(s): 245607, 245608

Policy Effective Date: 10/01/2021 Policy Anniversary Date: 10/01

Legal Account Name: City of Duncanville
(Specify the Employer or the employee trust applying for coverage. An employee benefit plan may not be named)

☒ **NO CHANGES** **GROUP INFORMATION**

Employer Identification Number ("EIN"): _____ SIC: _____ Nature of Business: _____

Primary (Mailing) Address: _____

City: _____ State: _____ Zip: _____

Administrative Contact: Title:
_____ _____

Phone: Fax: Email:
_____ _____ _____

Blue Access for Employers℠ ("BAE℠") Contact: Title:
_____ _____

The BAE Contact is an Employee of the account who is authorized by the Employer to access and maintain the account in BAE.

Phone: _____ Fax: _____ Email: _____

Administrative Contact (if different from Primary): Title:
_____ _____

Phone: _____ Fax: _____ Email: _____

Physical Address (if different from Primary - required): _____

City: _____ State: _____ Zip: _____ Contact: _____

Billing Address (if different from Primary): _____

City: _____ State: _____ Zip: _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.

Medical and Dental benefits are offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life and Disability insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Exhibit A

Billing Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Do you cover any wholly-owned subsidiary or affiliated companies? ☐ Yes ☐ No If yes, please list below:

Subsidiary Companies to be covered: _____ Subsidiary Companies to be covered: _____

City: _____ State: _____ Zip: _____ Contact: _____

Title: _____ Phone: _____ Fax: _____ Email: _____

Affiliated Companies to be covered: _____ Location(s): _____

ERISA Regulated Group Health* Plan: ☐ Yes ☐ No
If Yes, is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified above? ☐Yes ☐No

If no, please specify your ERISA Plan Year: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

ERISA Plan Administrator*: Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:

☐ Federal Governmental plan (e.g., the government of the United States or agency of the United States)
☐ Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
☐ Church plan (complete and attach a Medical Loss Ratio Assurance form)
☐ Other; please specify: _____

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified above? ☐Yes ☐No
If no, please specify your Non-ERISA Plan Year: Beginning Date __/__/__ End Date __/__/__ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.
*All as defined by ERISA and/or other applicable law/regulations

☒ **NO CHANGES** **PRODUCER OF RECORD INFORMATION**

1. *Producer/Agency** name to whom commissions are to be paid: _____
   Producer Number of ☐ Producer or ☐ Agency: _____
   Street Address: _____ City: _____ Zip: _____
   Phone: _____ Fax: _____ Email: _____
   Is Producer/Agency appointed with BCBSTX? ☐Yes ☐ No Affiliated with General Agent? ☐ Yes ☐ No

2. *Producer/Agency** name to whom commissions are to be paid: _____
   Producer Number of ☐ Producer or ☐ Agency: _____
   Street Address: _____ City: _____ Zip: _____
   Phone: _____ Fax: _____ Email: _____
   Is Producer/Agency appointed with BCBSTX? ☐Yes ☐No Affiliated with General Agent? ☐ Yes ☐ No
   If commission split, designate percentage for each producer/agency.
   Note: total commissions paid must equal 100%
   Producer/Agency 1: _____% Producer/Agency 2: _____%

3. Writing Producer's Name (please print):
   Producer Number: _____ Phone: _____ Email: _____
   Writing Producer's Signature: _____ Date: _____

* The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

** If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSTX.

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Exhibit A

4. General Agent (GA) Override? ☐ Yes ☐ No General Agent Name: _____
BCBSTX GA#: _____ Email: _____
Address:_____ City: _____ Zip: _____
Health Override Amount (if applicable): _____ Dental Override Amount (if applicable): _____

If applicable, effective _____, the named producer(s)or agency(ies) is/are recognized as Employer's Producer of Record (POR), to act as representative in negotiations with and to receive commissions from BCBSTX and/or corporate subsidiaries, as applicable, for procuring fully-insured coverage for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for Employer. The POR is authorized to perform membership transactions on behalf of Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

General Agent's Signature: _____ Date: _____

☒ NO CHANGES SCHEDULE OF ELIGIBILITY

1. **Standard Eligibility Provisions:**

Eligible Employee/Subscriber means an Employee who works on a full-time basis, who usually works at least 30 hours a week, and who otherwise meets the Participation Criteria established by an Employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an Employee under a Health Benefit Plan of a large Employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two other Eligible Employees who work on a full-time basis and who usually work at least 30 hours a week. Participation Criteria means any criteria or rules established by a large Employer to determine the Employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

(HMO only) the Eligible Subscriber must reside, live or work in the Service Area.

2. **Other Eligibility Provisions (check all that apply):**

☐ Retiree of the Employer.
☐ Part-time Employee of the Employer.
☐ Other: _____

Are any classes of Employees to be excluded from coverage? ☐ Yes ☐ No

If yes, please identify the classes and describe the exclusion: _____

Domestic Partners covered: ☐ Yes ☐ No
A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Are Domestic Partners eligible for continued coverage equivalent to COBRA continuation? ☐ Yes ☐ No

3. All current and new Employees must satisfy the substantive eligibility criteria and required Waiting Period in order for coverage to become effective. Covered Dependents do not have to satisfy a Waiting Period to become effective, but in no instance shall a Dependent be covered prior to the Employee's effective date**.**

If a person is added to the Policy and it is later determined that the Policyholder reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to the Plan, the Plan reserves the right to retroactively adjust the coverage date for such person.

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What is the effective date for a newly eligible person who becomes effective after the Employer's initial enrollment? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The date of employment (date of hire).
☐ The _____ day (standard is 1st or 15th) of the month following the date of employment.
☐ The _____ day (standard is 1st or 15th) of the month following _____ days (select 0, 30 or 60 days) of employment.
☐ The _____ day (standard is 1st or 15th) of the month following _____ month(s) (select 1 or 2 months) of employment.

Substantive Eligibility Criteria (Optional):
Provide a representation below regarding the terms of any eligibility conditions (other than any applicable Waiting Period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, you are required to submit a new BPA to reflect that new information.

Check all that apply:

☐ An Orientation Period that:
1) Does not exceed one month (calculated by adding one calendar month and subtracting one calendar day from an Employee's start date); and
2) If used in conjunction with a Waiting Period, the Waiting Period begins on the first day after the orientation period.

☐ A Cumulative hours of service requirement that does not exceed 1200 hours

☐ An hours-of-service per period (or full-time status) requirement for which a Measurement period is used to determine the status of variable-hour Employees, where the measurement period:
1) Starts between the Employee's date of hire and the first day of the following month;
2) Does not exceed 12 months; and
3) Taken together with other eligibility conditions does not result in coverage becoming effective later than 13 months from the Employee's start date plus the number of days between a start date and the first day of the next calendar month (if start day is not the first day of the month).

☐ Other substantive eligibility criteria not described above; please describe:
_____
_____
_____

(HMO only) What is the effective date of coverage for a Newly Eligible Employee who becomes effective after the Employer's initial enrollment date? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The 1st day of the month following the date of employment (date of hire).
☐ The 1st day of the month following _____ days (select 0, 30 or 60 days) of employment.
☐ The 1st day of the month following _____ month(s) (select 1 or 2 months) of employment.

4. **Are there multiple new hire Waiting Periods?** ☐ Yes ☐ No
If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?

Health ☐ Yes ☐ No ☐ N/A
Dental ☐ Yes ☐ No ☐ N/A

5. **Annual Open Enrollment:** For Health and Dental Plans only, an Eligible Person, who did not enroll under timely enrollment, may apply for individual coverage, family coverage or add Dependents during the Employer's annual Open Enrollment Period. Such person's individual coverage date, family coverage date and/or Dependent's coverage date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

Enrollment period will be held thirty-one (31) days prior to the Policy Anniversary Date of the program.

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Exhibit A

6. **The minimum standard limiting age for covered Dependent children is twenty-six (26) years.** Hereafter, a Dependent Child, Child or Children means a natural child, a stepchild, a medical support order child, an eligible foster child, an adopted child (including a child for whom the Employee or their spouse is a party in a suit in which the adoption of the child is sought) regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

7. **Disabled Dependent**: A Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner, if Domestic Partner coverage is elected).

   To administer medical certification of disabled Dependents, you may select option (a) Standard Rules or (b) Custom Rules. If (b) is selected there are additional selections regarding certification review, forms, and previous medical certification approvals.

   (a) ☐ Disabled Dependent Administration will follow **Standard Rules.**

   A disabled Dependent is eligible to add or continue coverage beyond the limiting age of 26. Administration of Certification Review is handled by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

   (HMO only) Proof of incapacity and dependency may be required within 31 days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

   (b) ☐ Disabled Dependent Administration will follow **Custom Rules**. Please make the following sections:

   Age: A disabled Dependent is eligible to add or continue coverage beyond the limiting age of 26.

   Certification Review: Please select one option regarding handling of Certification Review.

   ☐ Certification Review is handled by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

   (HMO only) Proof of incapacity and dependency may be required within 31 days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

   ☐ Certification Review is handled by the Employer; there are no Disabled Dependent Certification Form requirements.

   If Certification Review is selected as handled by BCBSTX, please select one option regarding forms:

   ☐ The Disabled Dependent Certification Form will be utilized.

   ☐ A ☐ Custom or ☐ Other Disabled Dependent Certification Form will be utilized

   If Certification Review is selected as handled by BCBSTX, please select allowed or not allowed below:
   A disabled Dependent approved medical certification from a prior carrier is ☐ allowed ☐ not allowed.
   A disabled Dependent approved medical certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

☒ NO CHANGES **CURRENT ELIGIBILITY INFORMATION**

Total **number of Employees/Subscribers:**

1. on payroll _____
2. on COBRA continuation coverage _____
3. with retiree coverage (if applicable) _____
4. who work part-time _____
5. serving the new hire Waiting Period _____
6. declining because of other **group** coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
7. declining coverage (not covered elsewhere) _____

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Exhibit A

☐ **NO CHANGES** **(HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made by HMO in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

In Vitro Fertilization Services

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**

☐ **Decline** – If declined, no benefits are available.

Speech and Hearing Services

☐ **Accept** – Benefits are paid same as any other illness.

☐ **Decline** – If declined, medically necessary speech therapy is covered on an outpatient basis only. Hearing aid benefit is limited to 1 hearing aid per ear every 36 months.

Development Delay – Certain therapies for children with developmental delays are already included in the HMO plans.

☒ **NO CHANGES** **(Non-HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made in compliance with Texas regulations. Please mark your acceptance or declination.

In Vitro Fertilization Services: Benefits for Medical-Surgical Expense incurred for in vitro fertilization procedures will be the same as for maternity care, provided specific requirements are met.

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**

☐ **Decline** – If declined, no benefits are available for these services.

Speech and Hearing Services: Benefits are available for the services of a physician or other provider to restore loss of or correct an impaired speech or hearing function. This benefit includes coverage for hearing aids.

☐ **Accept** – If accepted, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function, with no benefit maximum on hearing aids.

☐ **Decline** – If declined, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function; however, benefits for hearing aids are limited to 1 hearing aid per ear every 36 months.

Development Delay – Certain therapies for children with developmental delays are already included in the Non-HMO plans.

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Exhibit A

☐ **NO CHANGES**	**LINES OF BUSINESS** **(Check all applicable products)**

Managed Health Care Coverage:

☐ Single Option:
Plan _____

☐ Dual Option:
Plan 1_____ Select Product
Plan 2_____ Select Product

☐ Triple Option:
Plan 1_____ Select Product
Plan 2_____ Select Product
Plan 3_____ Select Product

Fourth Option:
Plan 1PPO Active PPO
Plan 2PPO Retiree PPO
Plan 3HSA Active HSA
Plan 4HSA Retiree HSA

If BlueEdge HCA℠ Plan(s) are selected, the HCA BPA with HCA Administrative Services Agreement must be completed, signed and submitted.

If BlueEdge HSA℠ HDHP Plan is selected, provide name of HSA Administrator or trustee: TASC
(Vendor: **Other**)

☐ **BlueEdge FSA℠** (Vendor: **Select Vendor**)

☐ **Blue Directions℠** (Private Exchange)
If Blue Directions is selected, the Blue Directions Addendum is attached and made part of the Policy.

☐ HMO*****
Plan _____

Additional Benefit Options:
☐ Prescription Drug Program _____
☐ Inpatient Mental Health Care Select DME
☐ Durable Medical Equipment Select DME

See HMO Legislative Elections for In-Vitro Fertilization and Speech and Hearing Services options.

100% of Eligible Employees must reside, live or work in the service area. The HMO service area includes all counties in Texas.

***If only HMO health plan selected, please complete the HMO Non-Network Plan Certification (item 2) in the OTHER PROVISIONS section of this BPA.**

BlueMax Advantage
☐ Graduated dental benefit max
☐ Enhanced dental benefits
☐ **Life & Disability** (if checked, attach separate application for those coverages**)**

COMMENTS: _____

Health Care Management Services:

☒ Wellbeing Management: The undersigned representative authorizes the provision of alternative benefits rendered to Covered Persons in accordance with the provisions of the Policy.

In-Hospital Indemnity Plan:

☐ IHI

DENTAL BENEFIT PLANS:

Employer-Paid Dental

☐ Plan _____
☐ Dual Option: Plan 1 _____ Plan 2 _____

Voluntary Group Dental

Plan _____

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Exhibit A

☐ **NO CHANGES** **ACCOUNT EXPERIENCE – NEW GROUPS ONLY**

Is there any new large claims or more than 15% change in large claims previous provided?

☐ No – Skip the rest of this (Account Experience) section

☐ Yes – Please answer the below questions to the best of your knowledge. Note: any changes indicated below may impact rates and will require Underwriter approval. "Participant" means all Eligible Employees, Dependents, retirees and COBRA Continuants.

1. Has any Participant received more than $20,000 in medical benefits during the last 12 months? ☐ Yes ☐ No
2. Is any Participant expected to have claims in excess of $20,000 during the next 12 months? ☐ Yes ☐ No
3. Is any Participant mentally or physically handicapped or disabled or not actively at work? ☐ Yes ☐ No
4. Has any Participant been diagnosed as having a high-risk condition? ☐ Yes ☐ No

If any question is answered "yes," details must be provided below:

Participant Age	Diagnosis or Nature of the Disorder	Dates of Treatment	$ Amount of Claims	Prognosis/Current Treatment

RATES

For the current year's premium and rate information, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

HMO PROGRAM

☐ **Yes** ☐ **No**

Account Status: ☐ New Group ☐ Existing Group

Choose One: ☐ Blue Premier℠ HMO ☐ Blue Premier Access℠ HMO ☐ Blue Essentials℠ HMO

a) Physician Service Charges:

% of Claim Payments; $ per enrollee per month for health Claim Payments; **or** ☐ N/A

b) Service Fees:

$ per month per single enrollee; $ per month per enrollee with one or more Dependents; **or** ☐ N/A

Provider Table(s):

c) HMO Managed Care Fee:

$ per HMO enrollee per month **or** ☐ N/A

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Exhibit A

☒ NO CHANGES — FUNDING / CONTRIBUTION

FUNDING ARRANGEMENT:

☐ Premium – Prospective

☐ **(Non-HMO only)** Premium – Prospective Retention (Retro Contingent)

☐ **(Non-HMO only) Alternative Funding Minimum Premium Program – Prospective Minimum Premium (Retro Contingent)** The standard premium and rate information does not apply to alternative funding programs. All information regarding premiums and the payments thereof for alternative funding programs can be found in the mutually agreed upon alternative funding agreement between the Employer and BCBSTX.

STANDARD PREMIUM INFORMATION

1. Premium Period:
   - ☐ The first day of each calendar month through the last day of each calendar month.
   - ☐ The 15th day of each calendar month through the 14th day of the next calendar month.
   - ☐ 15/16 Day Rule – premiums will be billed for the entire month for Participants with effective dates on the 1st through the 15th day of the month. Premiums will not be billed for the month when the Participant's effective date falls on the 16th day through the end of the month.

2. The contribution of premium to be paid by the Employer is:

PRODUCT	Employee Only	Employee/Child(ren)	Employee/Spouse	Employee/Family
HEALTH				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $
Plan 3	% **or** $	% **or** $	% **or** $	% **or** $
DENTAL				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $

3. Grace Period **(HMO only):** thirty (30) days – standard

4. Prior written notification by BCBSTX to Employer for change of premium rates is 60 days

5. Additional Information/Comments: _____

☒ NO CHANGES — BILLING SPECIFICATIONS

Employees Listed: ☐ alphabetically ☐ by location

If by location, list locations including location numbers if applicable: _____

Sort by: ☐ Unique Identification Number (standard) ☐ Social Security Number

Billing format:

(complete only if special billing requirements are needed)

☐ Benefit Agreement
☐ Also Page Break
☐ Categories
☐ Multiple Billing Profiles
Explanation: _____

Premium Delay:

(Underwriter approval required for options other than zero day delay)

☐ Zero day delay (standard)
☐ 30 day delay
☐ 60 day delay
☐ 90 day delay

☒ NO CHANGES — ID CARD DELIVERY

Mail ID Cards to:

☐ Account
☐ Member's homes (standard)

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Exhibit A

☒ **NO CHANGES** **OTHER PROVISIONS**

1. **(HMO only**) HMO Non-Network Plan Certification:

   The Texas Insurance Code mandates HMOs whose network-based delivery system of coverage is the only health benefit coverage being offered under an Employer's health benefit plan must offer all Eligible Subscribers the opportunity to obtain other health coverage through a non-network plan at the time of enrollment and at least annually.

   The non-network coverage required by law may be provided through a point-of-service contract, a preferred provider benefit plan, or any coverage arrangement that allows an Employee to access services outside the HMO's or limited provider network's delivery network. New and renewing groups who refuse to offer or certify that they offered a non-network plan concurrent with the HMO-only will not be allowed to purchase or renew coverage through BCBSTX. To comply with the provisions of this mandate, BCBSTX requests Employer groups certify a non-network plan will be offered to Eligible Subscribers.

   Describe Non-Network Product Offered: _____

   Authorized Company Official's Initials: _____

2. **EHB Election:** Employer elects EHBs based on the Texas benchmark.

3. This BPA is incorporated into and made a part of the Policy entered into and agreed upon by BCBSTX and the account.

4. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

5. **Reimbursement:** It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX will retain twenty five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

6. **Third Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services)**: BCBSTX engages with third party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.

7. ☐ **Volume-Based Discount:** The rates shown in this Agreement reflect a volume-based discount in an amount up to 4% of the medical premium for the twelve-month period beginning on the Policy Effective Date. If the ancillary coverage lapses during this twelve-month period, BCBSTX reserves the right to remove the volume-based discount on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will revert to the non-discounted amount

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans: Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in applicable regulations.** Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

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B. **Retiree Only Plans and/or Excepted Benefits:** If the BPA includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.

C. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, and/or (d) any provision of inaccurate information, and/or (f) Employer's selection of Essential Health Benefit ("EHB") benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSTX reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Policyholder's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

Renewals Only: (For the purposes of this Policy, the term "existing BPA" includes, if applicable, the initial Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.) If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Employer's first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Summary of Benefits and Coverage ("SBC"): The SBC Addendum is attached and made a part of the Policy. BCBSTX will create the SBC (only for benefits BCBSTX insures under the Policy) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSTX. BCBSTX will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.

BCBSTX will provide a one-time wellness credit of $10,000 for the twelve month period beginning on 10/01/2021, to be used to cover costs and expenses associated with implementation and/ or operation of a wellness program. If the employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the wellness credit.

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Exhibit A

UNDERSTAND AND AGREE THAT:

1. BCBSTX reserves the right to take any or all of the following actions:

   a) Initial rates for new groups will be finalized for the effective date of the policy based on the enrolled participation and Employer contribution levels; b) after the policy effective date the group will be required to maintain a minimum Employer contribution of 50%, and at least a 75% participation of eligible Employees. In the event the Group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or c) non-renew or discontinue coverage if the 50% minimum Employer contribution is not met and/or less than 75% of Eligible Employees are enrolled for coverage or six consecutive months.

   BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.

   Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

2. Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the Employer that I have no authority to bind these coverages, to alter the terms of the Policy(ies), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Policy(ies).

3. BCBSTX will report the value of all remuneration by BCBSTX to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.

4. The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in the Policy into which this BPA shall be incorporated at the time of acceptance by BCBSTX. Upon acceptance, BCBSTX shall issue a Policy to the Employer and the Employer shall be referred to as the “Employer or Policyholder” (Non-HMO) and “Group” (HMO) in the Policy.

5. The Employer’s Benefit Program Application must pre-date the requested effective date and be received at BCBSTX at its Home Office no less than thirty (30) days prior to the requested effective date.

Eric Thomas	
Authorized BCBSTX Representative	Signature of Authorized Purchaser
Account Executive	
Title	Title
Date	Date
Agent Representative (if applicable)	

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Exhibit A

PROXY (OPTIONAL)

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.:245607 By: _____

Print Signer's Name Here

➡ _____

Signature and Title

Group Name: City of Duncanville
Address: 203 E Wheatland Rd
City: Duncanville State: TX Zip Code: 75116

Dated this _____ day of _____ _____
Month Year

Exhibit A

BlueCross BlueShield of Texas

TEXAS DEPARTMENT OF INSURANCE
REQUIRED DISCLOSURE STATEMENT FOR ALL
CONSUMER CHOICE BENEFIT PLANS ISSUED IN TEXAS

Under Texas law, HMOs are permitted to market "Consumer Choice" plans, which do not have to comply with one or more state coverage requirements. They must also offer a plan that does comply with all state requirements. HMOs are required by law to obtain signatures of consumers showing they have been given this choice.

I have been informed that the consumer choice plan that I am being offered does not include all of the health benefits usually required by Texas law. I understand that the following benefits are either excluded from the plan or provided at a reduced level:

Description of the State Requirements Reduced or Excluded	Benefit Reduced	Benefit Excluded
Copayments Section 11.506(2)(A), Subchapter F, Title 28 Texas Insurance Code: A reasonable copayment option may not exceed 50 percent of the total cost of services provided. A basic health care service HMO may not impose copayment charges on any enrollee in any calendar year, when the copayments made by the enrolled in that calendar year total 200 percent of the total annual premium cost which is required to be paid by or on behalf of that enrollee. The limitation only applies if the enrollee demonstrates that copayments in that amount have been paid that year.	For some services and supplies, this plan may include cost-sharing that exceeds the limits imposed by the mandated.	
Deductibles Section 11.506(2)(B), Subchapter F, Title 28 Texas Insurance Code: A deductible must be for specific dollar amount of the cost of the basic, limited or single health care service. Except for a consumer choice benefit plan, an HMO may not charge a deductible for services received in the HMO's delivery network, except in cases involving emergency care and services that are not available in the HMO's delivery network.	Deductibles may apply to some services provided by HMO Participating Providers in the HMO service area. Deductibles may apply to Professional Services, Inpatient Hospital Services, Outpatient Facility Services, Outpatient Lab and X-Ray Services, Rehabilitation Services, Maternity Care and Family Planning, Behavioral Health Services, Emergency and Ambulance Services, Extended Care Services, some Preventive Care Services, Dental Surgical Procedures, Cosmetic, Reconstructive or Plastic Surgery, Allergy Care, Diabetes Care, Prosthetic Appliances, Orthotic Devices, Durable Medical Equipment, Hearing Aids and Prescription Drugs.	

Exhibit A

BlueCross BlueShield of Texas

I understand that I may get more information about consumer choice plans from the Texas Department of Insurance (TDI) by visiting the TDI website at http://tdi.texas.gov/consumer/consumerchoice.html or by calling the TDI Consumer Help Line at 1-800-252-3439.

Signature of Applicant | **Name of Applicant (print name)**

Name of Business (if applicable)

Address

City **State** | **Zip**

Date

Note: The HMO issuing the policy must keep this disclosure statement and provide it to the commissioner of Insurance on request. **You have the right to a copy of this written disclosure free of charge.** You must sign a new disclosure statement when you buy a consumer choice plan.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution authorizing the execution of the third option to renew the Purchase Agreement with U.S. Venture, Inc. dba/ U.S. Oil through the Tarrant County Cooperative Purchase Contract #2018-057 in the expenditure amount of $351,000.00.

FY 2021 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, P.E. Director of Public Works
Asa Low, Equipment Services Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
The City of Duncanville purchases approximately 130,000 gallons of fuel annually to support the provision of services citywide. This fuel is for both vehicles and equipment. The estimated usage is 85,550 gallons of regular unleaded gasoline and 44,450 gallons of ultra-low sulfur diesel fuel. On January 26, 2021, through the Tarrant County Commissioners Court Order #134687, the Commissioners Court approved the renewal of an annual fuel contract to primary vendor U. S. Venture dba/U.S. Oil (formerly Martin Eagle Oil Company, Inc.).

POLICY EXPLANATION:
Fuel is available from U.S. Venture d/b/a U.S. Oil through a Tarrant County cooperative agreement awarded in 2018, with three (3) options for renewal periods of twelve (12) months each. The agreement is currently in the third renewal period expiring on April 6, 2022. The contract covers different grades of unleaded gasoline and diesel in various quantities. The most frequently purchased fuel types are regular unleaded gasoline and ultra-low sulfur diesel. Each has a fixed unit price markup or discount that is applied to the Oil Price Information Service (OPIS) pad average for the Dallas metro area. There is no change in the markup on ultra-low sulfur diesel ($0.0063) and regular unleaded gasoline ($0.0180). Fuel contracts are commonly priced as a markup or markdown per gallon on the OPIS-monitored average price for the metropolitan area. OPIS is one of the world's most comprehensive sources for petroleum pricing and new information that began covering petroleum news in 1977. Fuel prices are highly volatile, and this estimate is based on historical data from the last 12 months and the U.S. Department of Energy fuel price projections.

This authorization would cover the purchase of fuel through the contract on an as-needed basis through April 6, 2022, with an estimated purchase amount of $351,000.00. This authorization complies with Texas Local Government Code Section 271.102 and satisfies any state law requiring competitive bids.

FUNDING SOURCE:
Funds are available in the FY21 Equipment Services, Water Services, Wastewater Services, Drainage Administration, and Solid Waste Fund budgets for this expenditure.

Contract Log #:
1533

RECOMMENDATION:
Staff recommends approval of a Resolution authorizing the execution of the third option to renew the, Purchase Agreement with U.S. Venture, Inc. dba/ U.S. Oil through the Tarrant County Cooperative Purchase Contract #2018-057 in the expenditure amount of $351,000.00.

ATTACHMENTS:
Attachment: Resolution 2021-044 U.S. Venture dba U. S. Oil

RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXECUTION OF THE THRID OPTION TO RENEW THE PURCHASING AGREEMENT WITH U.S. VENTURE, INC. dba/ U.S. OIL, INC. THROUGH THE TARRANT COUNTY COOPERATIVE PURCHASE CONTRACT #2018-057 IN THE EXPENDITURE AMOUNT NOT TO EXCEED $351,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville ("City") and Martin Eagle Oil Company ("Eagle Oil") entered into that certain Agreement dated December 17, 2019, ("the Agreement") related to the purchase of petroleum products for the City fleet; and

WHEREAS, Eagle Oil was merged with U.S. Venture, Inc. D/B/A U.S. Oil ("Venture") who purchased all of Eagle Oil's assets; and

WHEREAS, Venture has agreed to assume all of Eagle Oil's obligations set forth in the Agreement; and

WHEREAS, On July 20, 2021 The City Council of the City of Duncanville hereby consents to the assignment of the Agreement to, and assumption of the Agreements through the Tarrant County Commissioners Court Bid # 2018-057 Annual Contract for Fuel - Countywide; using U.S. Venture dba U.S. Oil (formerly Martin Eagle Oil Company, Inc.)

WHEREAS, the term of the bid was an annual contract with three (3) options to renew for an additional one-year period each, the City Council authorized the second option to renew for one-year that term expired on April 7, 2021.

WHEREAS, the City Council of the City of Duncanville, Texas, hereby desires to exercise the third options to renew of Tarrant County Contract #2018-057 with U.S. Venture, Inc. D/B/A U.S. Oil ("Venture") effective April 7, 2021 through April 6, 2022, for the amount of $351,000.00.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes the execution of the third option to renew the Purchase Agreement with U.S. Venture, Inc. dba/U.S. Oil through the Tarrant County Cooperative Purchase Contract #2018-057 in an expenditure amount of $351,000.00 and authorizing the City Manager to sign such documents as necessary to acknowledge such consent subject to the approval of such documents as to form and legality by the City Attorney.

SECTION 2. This Resolution shall be effective immediately upon its approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER 134687

PAGE 1 OF 21

DATE: 1/26/2021

SUBJECT: **BID NO. 2018-057 - ANNUAL CONTRACT FOR FUEL - COUNTYWIDE - VARIOUS VENDORS - EXERCISE THIRD AND FINAL OPTION FOR RENEWAL - SAME FIRM FIXED PRICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve renewal of Bid No. 2018-057, Annual Contract for Fuel, for the third and final optional twelve (12) month period at the same firm fixed prices.

BACKGROUND:

On February 4, 2020, through Court Order #132079, the Commissioners Court approved renewal of Bid No. 2018-057, Annual Contract for Fuel, Countywide, to the following vendors:

Primary	U.S. Venture d/b/a U.S. Oil (formerly Martin Eagle Oil Company, Inc.)
Secondary	W. Douglass Distributing

The awards were based upon low bid per item and contained options to renew for three (3) additional twelve (12) month periods at the same prices.

The vendors notified Purchasing in writing that their prices will remain firm through April 6, 2022. Transportation Services and the four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendors listed above and want to renew.

Therefore, it is the joint recommendation of Transportation Services, the four (4) Maintenance Precincts, and Purchasing that the Commissioners Court approve renewal of Bid No. 2018-057, Annual Contract for Fuel, for another twelve (12) month period.

FISCAL IMPACT:

Expenses for last year were approximately $920,501.81. Orders are placed on an as-needed basis. Thirty-eight (38) government entities currently utilize this bid.

SUBMITTED BY:	Purchasing	PREPARED BY:	Brandie Bingham, CPPB
		APPROVED BY:	DL

EXHIBIT A

TARRANT COUNTY
PURCHASING DEPARTMENT

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

December 21, 2020

W. Douglass Distributing
Tracey Copeland
325 E. Forest Avenue
Sherman, TX 75090
tracyc@douglassdist.com

Re: BID No. 2018-057 – Annual Contract for Fuel

Dear Ms. Copeland:

The referenced bid was awarded for twelve (12) months with three (3) options to renew for additional twelve (12) months each. The original contract was for the period of April 7, 2018 through April 6, 2019.

The effective dates for the third and final renewal option will run from April 7, 2021 through April 6, 2022.

Tarrant County Purchasing Department hereby extends an invitation to W. Douglass Distributing to accept the final option for an additional one (1) year period as a primary vendor for this bid as awarded on February 27, 2018. Please mark the appropriate response below and provide your signature.

All prices must remain firm for the Option Renewal period through April 6, 2022.

(X) Yes, W. Douglass Distributing will accept the offer to extend the same contract pricing and discounts.
(Please include a current year 1295 Form)

(____) No, W. Douglass Distributing will NOT accept the offer to extend the same contract pricing and discounts.

Are any other governmental entities currently utilizing this contract? _____ Yes _____ No
If yes, please include a listing of the participating entities with this letter.

Please email your signed response and 1295 Form no later than January 15, 2021.

Sincerely,

Brandie Bingham

Brandie Bingham, CPPB, Senior Buyer
Tarrant County
P 817-884-3246
F 817-212-3043
E bjbingham@tarrantcounty.com

Signature

Phillip C Jones / Fuels Manager

Printed Name & Title

EXHIBIT A

TARRANT COUNTY
PURCHASING DEPARTMENT

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

December 21, 2020

U.S. Oil
Troy Miller
750 Town & Country Blvd., Ste. 700
Houston, TX 77024
tmiller@usoil.com

Re: BID No. 2018-057 – Annual Contract for Fuel

Dear Mr. Miller:

The referenced bid was awarded for twelve (12) months with three (3) options to renew for additional twelve (12) months each. The original contract was for the period of April 7, 2018 through April 6, 2019.

The effective dates for the third and final renewal option will run from April 7, 2021 through April 6, 2022.

Tarrant County Purchasing Department hereby extends an invitation to U.S. Oil to accept the final option for an additional one (1) year period as a primary vendor for this bid as awarded on February 27, 2018. Please mark the appropriate response below and provide your signature.

All prices must remain firm for the Option Renewal period through April 6, 2022.

(X) Yes, U.S. Oil will accept the offer to extend the same contract pricing and discounts.
(Please include a current year 1295 Form)

(____) No, U.S. Oil will NOT accept the offer to extend the same contract pricing and discounts.

Are any other governmental entities currently utilizing this contract? ____ Yes _X_ No
If yes, please include a listing of the participating entities with this letter.
Please email your signed response and 1295 Form no later than January 15, 2021.

Sincerely,

Brandie Bingham

Brandie Bingham, CPPB, Senior Buyer
Tarrant County
P 817-884-3246
F 817-212-3043
E bjbingham@tarrantcounty.com

Signature

Elyse Mollner Stackhouse, Secretary
Printed Name & Title

EXHIBIT A

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL

					Secondary Award Douglass Distributing Sherman, TX HUB - No COOP - Yes		
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	$0.0200	$33,420.00
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	$0.0300	$35,916.00
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	$0.0800	$33,287.60
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	$0.0800	$33,287.60
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	$0.0200	$7,599.50
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0300	$0.0300
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.0800	$0.0800
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.0800	$0.0800

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No	COOP - Yes	
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	$0.0080	$13,368.00
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	$0.0180	$21,549.60
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	$0.0280	$11,650.66
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	$0.0480	$19,972.56
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	$0.0080	$3,039.80
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0180	$0.0180
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.0280	$0.0280
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.0480	$0.0480

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL

					Pinnacle Petroleum Huntington Beach, CA HUB - Yes COOP - Yes		
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	$0.0029	$4,845.90
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	$0.0369	$44,176.68
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	$0.1048	$43,606.76
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	$1.0251	$426,538.98
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Minus	($0.0515)	($19,568.71)
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0003	$0.0003
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.01748	$0.01748
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.4464	$0.4464

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Sun Coast Resources Houston, TX HUB - Yes COOP - No		
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
1	Reformulated Gasoline	Regular	Transport Load (7,500 gallons or more)	1,671,000	Plus	$0.0295	$49,294.50
2	Reformulated Gasoline	Regular	Short Transport Load (4,000 gallons to 7,499 gallons)	1,197,200	Plus	$0.0395	$47,289.40
3	Reformulated Gasoline	Regular	Tank Wagon Load (1,500 gallons to 3,999 gallons)	416,095	Plus	$0.1195	$49,723.35
4	Reformulated Gasoline	Regular	Short Tank Wagon Load (1,499 gallons or less)	416,095	Plus	$0.6857	$285,316.34
5	Reformulated Gasoline	Mid-Grade	Transport Load (7,500 gallons or more)	379,975	Plus	$0.0295	$11,209.26
6	Reformulated Gasoline	Mid-Grade	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0395	$0.0395
7	Reformulated Gasoline	Mid-Grade	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.1195	$0.1195
8	Reformulated Gasoline	Mid-Grade	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.6857	$0.6857

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Secondary Award		
					Douglass Distributing Sherman, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - No**		**COOP - Yes**
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	$0.0200	$0.0200
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0300	$0.0300
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.0800	$0.0800
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.0800	$0.0800
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	$0.0600	$3,000.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	$0.0900	$12,150.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	$0.1200	$1,860.00
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	$0.1200	$1,860.00

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No		COOP - Yes
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	$0.0080	$0.0080
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0180	$0.0180
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.0280	$0.0280
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.0480	$0.0480
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	$0.0300	$1,500.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	$0.0400	$5,400.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	$0.0500	$775.00
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	$0.0700	$1,085.00

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Pinnacle Petroleum Huntington Beach, CA HUB - Yes COOP - Yes		
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Minus	($0.0415)	($0.0415)
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0003	$0.0003
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.1748	$0.1748
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.4464	$0.4464
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	$0.0424	$2,120.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	$0.0540	$7,290.00
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	$0.2983	$4,623.65
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	$0.4599	$7,128.45

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Sun Coast Resources Houston, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - Yes**		**COOP - No**
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
9	Reformulated Gasoline	Plus	Transport Load (7,500 gallons or more)	1	Plus	$0.0295	$0.0295
10	Reformulated Gasoline	Plus	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0395	$0.0395
11	Reformulated Gasoline	Plus	Tank Wagon Load (1,500 gallons to 3,999 gallons)	1	Plus	$0.1195	$0.1195
12	Reformulated Gasoline	Plus	Short Tank Wagon Load (1,499 gallons or less)	1	Plus	$0.6857	$0.6857
13	E85 Gasoline	E85	Transport Load (7,500 gallons or more)	50,000	Plus	$0.0395	$1,975.00
14	E85 Gasoline	E85	Short Transport Load (4,000 gallons to 7,499 gallons)	135,000	Plus	$0.0495	$6,682.50
15	E85 Gasoline	E85	Tank Wagon Load (1,500 gallons to 3,999 gallons)	15,500	Plus	$0.1295	$2,007.25
16	E85 Gasoline	E85	Short Tank Wagon Load (1,499 gallons or less)	15,500	Plus	$0.6957	$10,783.35

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Secondary Award		
					Douglass Distributing Sherman, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - No**		**COOP - Yes**
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Plus	$0.0200	$24,000.00
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	$0.0300	$18,900.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	$0.0800	$31,868.00
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	$0.0800	$31,868.00
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	$0.0200	$0.0200
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0300	$0.0300
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	$0.0800	$13,102.40
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	$0.0800	$13,102.40

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No		COOP - Yes
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Minus	($0.0037)	($4,440.00)
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	$0.0063	$3,969.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	$0.0163	$6,493.105
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	$0.0363	$14,460.105
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	$0.0063	$0.0063
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0163	$0.0163
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	$0.0163	$2,669.614
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	$0.0363	$5,945.214

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Pinnacle Petroleum Huntington Beach, CA		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - Yes**	**COOP - Yes**	
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Minus	($0.0332)	($39,840.00)
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Minus	($0.0046)	($2,898.00)
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	$0.1158	$46,128.93
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	$0.7475	$297,766.625
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Minus	($0.0232)	($0.0232)
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0054	$0.0054
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	$0.0886	$14,510.91
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	$0.9619	$157,539.98

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Sun Coast Resources Houston, TX HUB - Yes COOP - No		
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
17	ULSD TxLED Diesel	No. 2	Transport Load (7,500 gallons or more)	1,200,000	Plus	$0.0349	$41,880.00
18	ULSD TxLED Diesel	No. 2	Short Transport Load (4,000 gallons to 7,499 gallons)	630,000	Plus	$0.0449	$28,287.00
19	ULSD TxLED Diesel	No. 2	Tank Wagon Load (1,500 gallons to 3,999 gallons)	398,350	Plus	$0.1249	$49,753.92
20	ULSD TxLED Diesel	No. 2	Short Tank Wagon Load (1,499 gallons or less)	398,350	Plus	$0.6899	$274,821.67
21	Diesel	Red-Dyed	Transport Load (7,500 gallons or more)	1	Plus	$0.0349	$0.0349
22	Diesel	Red-Dyed	Short Transport Load (4,000 gallons to 7,499 gallons)	1	Plus	$0.0449	$0.0449
23	Diesel	Red-Dyed	Tank Wagon Load (1,500 gallons to 3,999 gallons)	163,780	Plus	$0.1249	$20,456.12
24	Diesel	Red-Dyed	Short Tank Wagon Load (1,499 gallons or less)	163,780	Plus	$0.6899	$112,991.82

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Secondary Award		
					Douglass Distributing Sherman, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - No**		**COOP - Yes**
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
TOTAL AMOUNT OF BID FOR SECTION ONE:					$295,221.95		
Normal Delivery Days After Receipt of Order (ARO)					1 Day		
Provides Tank Monitoring Service?					Yes		

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					PRIMARY AWARD		
					Martin Eagle Oil Denton, TX		
SECTION ONE: GASOLINE AND DIESEL FUEL					HUB - No		COOP - Yes
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
TOTAL AMOUNT OF BID FOR SECTION ONE:						107,437.8766	
Normal Delivery Days After Receipt of Order (ARO)						1 Day	
Provides Tank Monitoring Service?						Yes	

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

					Pinnacle Petroleum Huntington Beach, CA		
SECTION ONE: GASOLINE AND DIESEL FUEL					**HUB - Yes**		**COOP - Yes**
ITEM	**FUEL TYPE**	**FUEL GRADE**	**LOAD SIZE**	**EST. USAGE**	**Plus/Minus**	**Differential**	**Total Bid Amount**
TOTAL AMOUNT OF BID FOR SECTION ONE:					$993,971.18		
Normal Delivery Days After Receipt of Order (ARO)					1-2 Day		
Provides Tank Monitoring Service?					Yes		

BID NO. 2018-057, ANNUAL CONTRACT FOR FUEL

SECTION ONE: GASOLINE AND DIESEL FUEL					Sun Coast Resources Houston, TX		
					HUB - Yes		COOP - No
ITEM	FUEL TYPE	FUEL GRADE	LOAD SIZE	EST. USAGE	Plus/Minus	Differential	Total Bid Amount
TOTAL AMOUNT OF BID FOR SECTION ONE:					$992,473.28		
Normal Delivery Days After Receipt of Order (ARO)					1-2 Day		
Provides Tank Monitoring Service?					Yes		

Attachment A
Entity Participation - 2018

Entity	Unleaded Regular Gasoline	Unleaded Mid-Grade Gasoline	E-85	No. 2 ULSD TxLED Diesel	Red Dyed Diesel
City of Allen	180,000			68,000	
City of Carrollton	145,000			95,000	5,000
City of Coppell	85,000				
City of Denton	300,000		50,000	300,000	
Denton County	202,000			110,000	
City of Duncanville	77,000			49,000	
City of Euless	113,000				27,000
City of Farmers Branch	117,000			60,000	
Town of Flower Mound	167,470		31,000	60,000	
City of Frisco	290,000			140,000	
City of Garland	600,000			640,000	160,000
City of Grand Prairie	533,850			204,650	120,560
City of Grapevine	55,000		135,000	110,000	
City of Lewisville	227,420			82,300	
Town of Little Elm	82,450			34,580	
City of Mesquite	4,000	379,975		206,570	
City of Richardson	235,000			202,000	
City of The Colony				30,000	15,000
TOTALS:	3,414,190	379,975	216,000	2,392,100	327,560
Tarrant County	286,200			234,600	
TOTALS:	3,700,390	379,975	216,000	2,626,700	327,560

Grand Total Gallons:	7,250,625

EXHIBIT A

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. 2018-057, Annual Contract for Fuel

County Department: PURCHASING

Contact Person: Jack Beacham, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-1133

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution authorizing the award of bid IFB 21-013 to Peachtree Construction, LTD for Mill and Overlay #2 in an amount up to $385,967.89.

FY 2021 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
Jacqueline R. Culton, P.E., Deputy Director of Public Works
Sheila Baker, MPA, Purchasing Manager

BACKGROUND/HISTORY:
Every year, Public Works Streets Maintenance Division selects several roads for mill and overlay pavement repairs as part of our annual Street Maintenance Plan. The specific, deteriorated roads to be rehabilitated are selected based on input from Vueworks, the City's Pavement Management software, on-site evaluation by the Street Superintendent, and coordination with the Utilities Division.

Hot mix asphalt mill and overlay is a cost-effective street maintenance strategy to prolong the life of certain public streets located within the City of Duncanville. This treatment involves milling the top few inches of damaged asphalt pavement and then overlaying the street with fresh asphalt pavement to create a new driving surface which is estimated to last 20 years. This contract provides for the milling and removal of up to three inches of deteriorated asphalt pavement before new asphalt pavement is installed. Removal of the old pavement provides for a more stable surface for new asphalt resurfacing and enhanced drainage of the roadway surface.

In FY20, four road segments were selected for mill and overlay treatment: Davis, N. Horne, Walnut, and Harmon. Dallas County was selected to perform the mill and overlay. Due to equipment problems, Dallas County was unable to perform the work. Dallas County refunded $305,510.00 to the City of Duncanville because the obligation could not be performed. Upon receipt of the reimbursement check, City Staff initiated a second mill and overlay contract to address the four streets originally scheduled for work in FY20.

The Invitation to Bid IFB-21-013 was advertised in the Focus Daily News on May 21, 2021, and May 28, 2021. The bid request was also advertised through the bidding notification system for Public Purchase, Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors, Black Contractors Association, North Texas Regional Certification Agency, 564

Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received three (3) completed bids prior to bid closing on June 7, 2021; Reynolds Asphalt & Construction Co, Anderson Asphalt, and Peachtree Construction, LTD; with Peachtree Construction, LTD being the lowest responsive bidder. There was one non-responsive for incomplete bid; Reliable Paving, Inc.

In FY21, the City of Duncanville solicited new bids for the proposed FY20 mill and overlay and added four additional streets. The streets added are Walnut Circle, S. Horne, Willowood Place, and Mizell.

POLICY EXPLANATION:
The lowest responsible and responsive bid was received from Peachtree Construction, LTD, of Keller, Texas, in the amount of $385,967.89. Staff reviewed the proposed pricing and certified that the prices offered by the recommended contractor are fair and reasonable. Peachtree Construction, LTD, bid an amount of $385,967.89. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:
Funding exists in the FY21 General Budget (Street Maintenance) for this project.

Contract Log #:
1493A

RECOMMENDATION:
Staff recommends approval of a resolution authorizing an award of IFB #21-013, to Peachtree Construction, LTD for mill & overlay of City streets in the amount up to $385,967.89.

ATTACHMENTS:
ATTACHMENT 1 - ITB-21-013-As Read Bid Tabulation
ATTACHMENT 2 - Map Street_Maint_Mill-Overaly3-30-2021
ATTACHMENT 3 - Resolution No. 2021-042 - FY21 Mill & Overlay #2 IBF 21-013 from Peachtree Construction, LTD

ATTACHMENT 1

City of Duncanville

Bid Number & Name: IFB-21-013

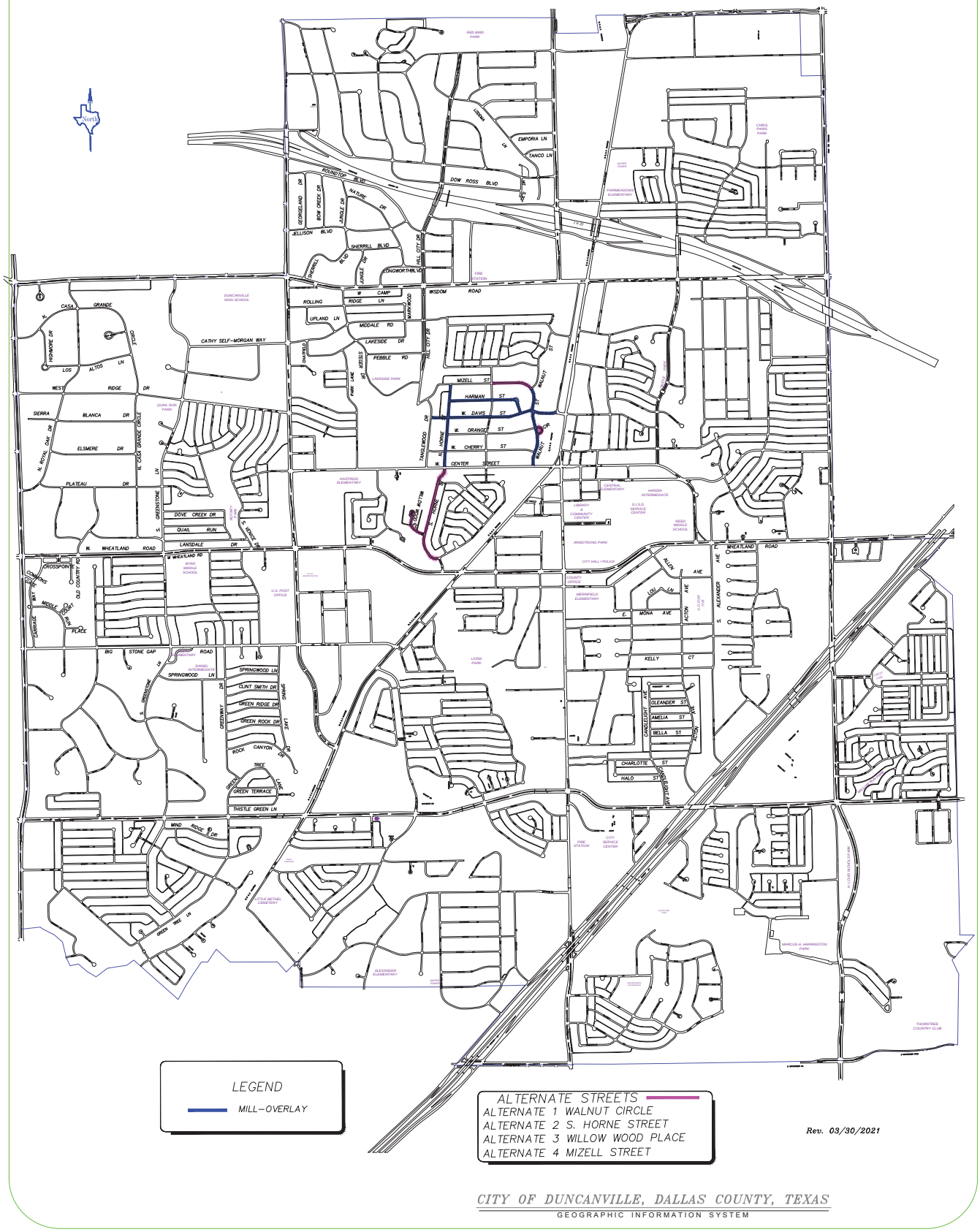
Event: MILL AND OVERLAY

Date & Time: JUNE 7, 2021 @ 2:00 PM (CST)

Bidder Name	Bid Bond?	Total Amount of Bid
Reynolds Asphalt & Construction Co	YES	$386,945.25
Reliable Paving Inc	N/A	NO BID
Anderson Asphalt	YES	$449,245.80
Peachtree Construction	YES	$385,967.89

ATTACHMENT 4

Street Maintenance



RESOLUTION NO. 2021-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY AWARDS BID IFB 21-013 TO PEACHTREE CONSTRUCTION, LTD, FOR THE MILL & OVERLAY OF CITY STREETS THROUGH THE CITY'S COMPETITIVE BID PROCESS WITH AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED $385,967.89; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A PUBLIC WORKS CONTRACT AND APPROPRIATE DOCUMENTS AFTER APPROVAL BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase hot mix asphalt mill and overlay as a cost-effective street maintenance strategy to preserve City streets in the City of Duncanville; and

WHEREAS, the City of Duncanville has solicited competitive sealed bids #21-013 for street mill and overlay #2 contractual services; and

WHEREAS, City staff recommends Peachtree Construction, LTD for award as the lowest and best bid; and

WHEREAS, the City of Duncanville has $385,967.89 available in the FY21 Streets Fund for the street improvements.

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

SECTION 1. The City Council hereby awards Bid IFB-21-013 to Peachtree Construction, LTD for the FY21 Mill & Overlay #2 Street repairs, with an estimated expenditure amount not to exceed $385.967.89.

SECTION 2. That the City Manager or her designee is hereby authorized to issue the appropriate purchase order in the lump sum prices bid in Exhibit "A" in the amount of $385,967.89.

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 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVLLLE/PURCHASING DIVISION
INVITATION TO BID NO. 21-0013
MILL AND OVERLAY SERVICES
BID CLOSINGS DATE; JUNE 7, 2021
For further information contact: Sheila Baker, Purchasing Manager
FAX (972)780-5077 sbaker@duncanville.com

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Completed Bids including (one (1) executed original and one USB and (3) copy) must be received in the Purchasing Office by 2:00 PM., June 7, 2021**, and then publicly opened and read aloud at 2:15 P.M. in the Council Briefing Room in City Hall East. Bids must be in a sealed envelope, addressed to the Purchasing Manager, City of Duncanville and have the bid number, closing date, and company name clearly marked on the outside envelope. **YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 2:00 PM DEADLINE IN ORDER TO BE CONSIDERED. Bids shall be mailed, or hand delivered to the following address:**

City of Duncanville, Sealed Bid Box, PO Box 380280, Duncanville, Texas 75138
City of Duncanville, Sealed Bid 203 E Wheatland Road, Duncanville, Texas 75116

Bids delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier's shipping envelope "**BID No. *IFB-21-001*3 " Pavement Marking Supplies and Installation" AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 2:00 PM DEADLINE IN ORDER TO BE CONSIDERED**

Late bids will be returned; they will not be opened nor considered in the evaluation of the bid(s). Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the Price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date.

By Signing below, I have read and agreed with the attached Terms and Conditions, Instructions to Bidders and the Invitations to Bid requirements. Failure to complete the requested information below may result in rejections of your bid. Principal Place of Business (Defined as at least having on permanent active business office and employee located in Texas).

Company Name and Address	PEACHTREE CONSTRUCTION, LTD.
5801 PARK VISTA CIR.	KELLER, TX 76244
Company's Authorized Agent Name and Title	
J. BARRY CLARK	PRESIDENT
Signature	J. B Clark
Federal ID Number (TIN)	75-2654560
Telephone Number/Fax Number and Email address	
817-741-4052 FAX 817-741-4648	jbclark@peachtreecon.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contact, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? (see section11) Yes ✓ No____

Sheila Baker, MPA, CPM
Purchasing Manager

EXHIBIT A

ADDENDUM RECEIPT ACKNOWLEDGMENT

Offeror acknowledges receipt of the following Addenda:

Addendum #1 Dated 6/3/2021 Received J.B.C.

Addendum #2 Dated _____ Received _____

Addendum #3 Dated _____ Received _____

Addendum #4 Dated _____ Received _____

SIGNATURE

The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within one hundred and ninety (90) days after date of opening of proposals, will, within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.
- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.
- Declares that the company verifies that it (1) does not boycott Israel; and (2) that it will not boycott Israel during the term of the contract, in compliance with Chapter 2270 of the Texas Government Code.
- Declares that the company does not have contracts or provide supplies or services to any foreign terrorist organization as made known on a list provided by the Comptroller of the State of Texas.
- Shall be able to perform the services or provide the goods as specified in this solicitation. The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each.
- If the offeror desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.

J. B. C. 6-7-21

Authorized Signature Date

2021 MILL and OVERLAY Bid Items

STREET NAME	FROM	TO	Unit Price	Estimated Area in Square Yards	LENGTH	WIDTH	Mill and Overlay Cost	Depth of Milling	Depth of Overlay2	Time in Days to Complete Segment2
DAVIS	HUSTEAD	TANGLEWOOD	$12.70	6,111	2500	22	$77,609.70	2"	2"	5 Days
N HOME	CENTER	MIZELL	$12.37	4,166	1630	23	$51,533.42	2"	2"	5 Days
WALNUT	CENTER	MIZELL	$13.03	4,089	1600	23	$53,279.67	2"	2"	5 Days
HARMON	N.HORNE	DAVIS	$12.37	4,074	1,600	23	$50,395.38	2"	2"	5 Days
WALNUT CIR	WALNUT	WALNUT	$13.57	781	320	22	$10,598.17	3"	2"	3 Days
S. HORNE	CENTER	PATTON	$12.70	5,114	2076	22	$64,947.80	3"	2"	5 Days
WILLOWOOD PL	S.HORNE	CUL-DE-SAC	$13.57	1,700	700	23	$23,069.00	2"	2"	3 Days
MIZELL	WALNUT	S.PEACH	$13.35	4,085	1600	22	$54,534.75	2"	2"	5 Days
				30,120		Total Base Bid	$385,967.89			

EXHIBIT A

BID SOLICITATION SEE ATTACHMENT D

EXHIBIT A

HOW TO REGISTER WITH THE CITY OF DUNCANVILLE

The City of Duncanville has a two-step process for vendor registration vendor are required to register with The City of Duncanville and Public Purchase. There are no costs or fees associated with participating the City of Duncanville's web-based bidding service.

- Visit WWW.DUNCANVILLE.COM
- Top of the page select Departments Scroll to the purchasing and select
- Under Documents select City of Duncanville New Vendor Package complete the packet and return to sbaker@duncanville.com or you may fax to 972-780-5077.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthtexas.gov

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

HOW TO REGISTAR ON PUBLIC PURCHASE WEBSITE

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

EXHIBIT A

PART 1
INSTRUCTIONS TO BIDDERS

1. SOLICITATION

1.1 **Review of Documents**: Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any oi=mission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use ta complete Solicitation to prepare Bids. The assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

1.2 **Location of Documents**: Solicitations ware issued by the Purchasing Division. The locations and phone number of the Purchasing Division are specified in the advertisement and in the solicitation.

2 EXPLANATIONS OR CLARIFICATIONS

2.1 Any explanation of, clarification, or interpretation desired by a bidder regarding any part of the Solicitation must be requested in writing for the Purchasing Division with enough time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

2.2 Request for explanations or clarifications may be faxed to the City's Purchasing Division at 972-780-5077. The fax must clearly identify the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by and Addendum to all Bidders who have been issued a Solicitation.

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

3 PRE-BID CONFERENCE

If a pre-bid conference is held, the time., place and mature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4. PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other forms included in the Solicitations hall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

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

4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer and "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.

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

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

4.5 **Prices:**

4.5.1 Bids shall be firm priced offers unless otherwise specified
4.5.2 Pricing shall be entered ion the Bid Sheet in ink.
4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet
4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

4.6 **Signatures:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.

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

4.7.1 To be an acceptable surety on the bond:

4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or

4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the estate of Texas

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

4.9 **Proprietary Information:**

4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records act upon receipt.

4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.

4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

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

4.11 **Payments:** All payments terms shall be: Net 30 Days" unless otherwise specified in the bid document.

4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website.

5. **SUBMISSIONS OF BIDS**

5.1 Copies: Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.

5.2 Documents required with Bid: The following documents must be submitted with each Bid prior to the Due Date:

5.2.1 The signed Offer and Award Sheet;

5.2.2 The Bid Sheet; and

5.2 3 Any other document included in the Solicitation requiring completion or execution by the Bidder.

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

5.4 Late Bids: Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Pos

6. **MODIFICATION OR WITHDRAWAL OF BIDS**

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

6.2 Withdrawal of Bids: Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior

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

7. **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8. **EVALUATION FACTORS AND AWARD**

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

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

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

8.2.1.1 Purchase Price;
8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
8.2.1.3 Quality of the bidder's goods or services;
8.2.1.4 Extent to which the goods or services meet the City's needs;
8.2.1.5 Bidder's past relationship with the City;
8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and
8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.

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

8.2.3 The City Council, when considering competitive sealed bids, may enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Duncanville and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price

and other economic benefits to the municipality. Bidders interested in applying for local preference consideration shall complete the attachment titled "CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS" and return it with their bid.

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

8.4 **Reservations:** The City expressly reserves the right to:
8.4.1 Specify approximate quantities in the Solicitation;
8.4.2 Extend the Solicitation opening date and time;
8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
8.4.6 Add additional terms or modify existing terms in the Solicitation;
8.4.7 Reject a bid because of unbalanced unit prices bid;
8.4.8 Reject or cancel any or all Bids;
8.4.9 Reissue a Solicitation;
8.4.10 Procure any item by other means; and/or
8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9. **POST-BID DOCUMENTS REQUIRED FROM BIDDERS**

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

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

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

10. PROTEST PROCEDURE

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

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

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

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

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

10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the Contractor does not agree, the protesting Contractor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting Contractor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the Management Report Communication document in question.

11. COOPERATIVE PURCHASING

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

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

EXHIBIT A

PART 11

SCOPE OF SERVICES/ SPECIFICATIONS

General Information

A. Introductions: The City of Duncanville seeking a vendor (s) to provide all materials, labor, tools, cleaning accessories for street milling & overlay services to improve the quality of City streets as part of a long-term pavement maintenance program at various city locations on a as needed basis.

B. Pre-Bid Meeting
PRE-BID MEETING IFB-21-0013-MILL AND OVERLAY
Thu, May 27, 2021 2:00 PM - 3:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/694521189

You can also dial in using your phone.
United States: +1 (872) 240-3212

Access Code: 694-521-189

C. Bid Opening Meeting

BID OPENING IFB-21-0013 MILL AND OVERLAY
Mon, Jun 7, 2021 2:00 PM - 3:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/301464165

You can also dial in using your phone.
United States: +1 (224) 501-3412

Access Code: 301-464-165

1.0 Scope

1.1 SCOPE OF WORK (SEE EXHIBIT A)

1.2 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.

1.3 All items supplied resulting from this bid shall be of recent production, unused, and suitable for their intended purpose. The Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their own employees.

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

EXHIBIT A

2.0 CHANGE IN COMPANY NAME OR OWNERSHIP

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

3.0 LAWS, REGULATIONS, AND ORDINANCES

3.1 The Contractor shall be responsible for meeting all Federal: laws, ordinances and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation or ordinance becomes effective after the start of this Agreement, the Contractor is required to comply with new policy. Any mandates requiring the City to comply with new guidelines will also require the Contractor to comply.

4.0 INVOICING REQUIREMENTS

4.1 All invoices should be submitted directly to the requesting department. It is the responsibility of the Contractor to get the name of the responsible person, telephone numbers and address of the department's division at the time the service is requested.

4.2 A properly prepared invoice shall be type written or computer printed and shall include the Contractor's name, number and federal tax identification number, invoice number, address, date, service or item description, unit price, extended cost, and City issued purchase order number. Incomplete or inaccurate invoices may result in delayed payments, as they shall b e returned to the Contractor for correction and re-submittal.

5.0 UNIT PRICE ADJUSTMENT-OMITTED

6.0 QUANTITIES

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

7.0 PERFORMANCE AND PAYMENT BOND

7.1 Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Contractor's obligation with respect to such performance shall continue in full force and effect.

7.2 A Performance Bond and Payment Bond shall be required for each year of the

Agreement.

8.0 COMPLAINTS

8.1 Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar daytime period may result in the cancellation of the applicable line item(s) in the price agreement.

9.0 SAFETY AND INSURANCE

9.1 The Contractor shall be responsible for meeting all Federal: laws, ordinances and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all licenses, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ).

9.2 The Contractor shall not commence work under the Agreement until they have obtained, at their expense, all insurances required under **Attachment "1"**, **"Insurance"**, and has been approved by the City. The insurance shall remain current for the entire period of the Agreement. Nothing contained in the insurance requirements shall be construed to limiting the extent of the Contractor's responsibility for payment of damages, or any insurance bearing inadequacy of performance.

9.2.1 The Contractor shall automatically renew any policy which expires during the performance of the Agreement and provide the City with a current certificate of insurance.

10.0 HAZARDOUS CONDITIONS

10.1 The Contractor is required to notify the City immediately of any hazardous conditions and/or damage to City property, and citizen's personal property.

11.0 CONTRACT ADMINISTRATION

11.1 Contract administration will be performed by the City Department. In the event the Contractor fails to perform according to the terms of the agreement, The Department head or his/her designee will notify the Contractor, in writing, of its failures. A meeting may be arranged to discuss the Contractor's deficiencies. A written cure notice may be prepared giving the Contractor **14** calendar days to cure any deficiency.

11.2 In the event the Contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Contractor may be held liable for excess cost and/or liquidated damages.

11.3 The Contractor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

11.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all its suppliers and subContractors to cease work. Subject to the terms of this Agreement, the Contractor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Contractor exceed the agreement price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Contractor shall file with the City of Duncanville Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

12.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

12.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the Contractor to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

12.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

$100,000 Each Accident

$500,000 Disease – Policy limit

$100,000 Disease – Each

Employee This coverage

may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of
$100,000 each accident/occurrence, $500,000 bodily injury disease policy limit and
$100,000 per disease per employee.

12.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

$1,000,000 Each Occurrence

$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent Contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

12.2.3 Auto Liability Insurance shall be provided as follows:

$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

12.2.4 The Contractor shall furnish the Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services.

12.2.5 Policies shall be endorsed to provide the City of Duncanville a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage.

12.2.6 Applicable policies shall also be endorsed to name the City of Duncanville as an additional insured, as its interests may appear (ATIMA).

13.0 ADDITIONAL INSURANCE REQUIREMENTS

13.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance

coverage under Contractor's workers' compensation insurance policy.

13.2 Certificates of insurance satisfactory to the City and Worker's Compensation Affidavit must be received before Contractor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Contractor shall provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Financial Management Services

Department Attention: Purchasing

Division Bid # 21-0013

203EWheatlandRd

Duncanville, Texas

75116

13.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30 day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.

13.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

13.5 Deductible limits, or self-funded retention limits, on each policy must not exceed $10,000.00 per occurrence unless otherwise approved by the City.

13.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.

13.7 Workers' compensation insurance policy(s) covering employees of the Contractor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.

13.8 City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance

13.9 Contractor's insurance policies shall each be endorsed to provide that such

insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.

13.10 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

Contractor's liability shall not be limited to the specified amounts of insurance required herein

14.0 BIDDERS QUALIFICATIONS

12.1 The following information must be submitted as part of the bid package and shall be supplied in the following order:

14.1.1 Bidder's background, services provided and number of years in business.

14.1.2 Bidders shall provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.

14.1.3 Bidders shall certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission.

14.1.4 In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Duncanville requirements.

14.1.5 Bidders shall provide a reference list of a minimum of three (3) current customers (comparable in size) who the bidder has recently supplied subject item(s) on a continuing basis over a recent twelve (12) month period, on Attachment "**C**", "**Reference Sheet**".

14.1.6 Bidders shall provide a subcontractors Attachment "**D**", "**Subcontractors Sheet**".

15.0 METHOD OF AWARD

15.1 The City intends to award this purchase to the bidder whose quote represents the "best value" to the City, considering lowest responsive and Responsible bidder meeting or exceeding specifications and past performance, reputation, and financial capability is deemed acceptable, and pricing offered is the most advantageous to the City.

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

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

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

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

16.0 **Tentative Schedule of Events**:

IFB Release Date	May 21, 2021
Pre-Proposal Conference	N/A
Deadline for Questions	May 27, 2021 at 5:00 p.m. (Local time)
Answers Posted	June 2, 2021
IFB Due Date	June 7, 2021 by 2:00 p.m. (Local Time)
Recommended Contractor Selection	June 2021
Mayor and Council Consideration	June 2021

17.0 **BIDS**

17.1 Bidders shall submit the following items with their bid:

17.1.1 A completed and signed original Invitation to Bid (ITB) form;

17.1.2 A completed and signed original Bid Solicitation form; Exhibit B

17.1.3 A completed and signed original Conflict of Interest Questionnaire, Attachment A;

17.1.4 A completed Bidder's Contact Information Form, Attachment B;

17.1.5 A completed Reference Sheet, Attachment C;

17.1.6 A completed Subcontractors Sheet, Attachment D;

18.0 **QUESTIONS**

18.1 Questions, explanations or clarifications desired by a Contractor regarding any part of the bid must be requested in writing to the Purchasing Department atsbaker@duncanville.com or at www.PublicPurchase.com , by 5:00 p.m. on May 27, 2021. Interpretations, corrections or changes to the bid made in any other manner are not binding upon the City, and Contractors shall not rely on such interpretations, corrections or changes. Oral explanations or instructions given before the award of the

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

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

PEACHTREE CONSTRUCTION, LTD.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

J. B. C.

Signature of vendor doing business with the governmental entity

6-7-21

Date

Adopted 8/7/2015

EXHIBIT A

LIABILITY AND WORKERS' COMPENSATION INSURANCE CERTIFICATION
If requested by the City, vendor shall provide a certificate of insurance demonstrating coverage in compliance with Attachment #1 Contractors and Subcontractors Insurance.

FORM 1295 FILING
A Form 1295 is required to be filed with the Texas Ethics Commission and a copy of it must be submitted to the City before a contract will be executed. DO NOT make your filing until you have been notified that you are being awarded a contract.

QUALIFICATIONS

A List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.

PEACHTREE CONSTRUCTION, LTD.
BY: PEACHTREE INTERNATIONAL, LLC, GENERAL PARTNER

B. List the names of companies, firms or organizations that own any part of your organization.

C. Years' experience in similar projects: 24

D. In the past ten years, has bidder ever defaulted on a project or failed to complete any work contracted for? No If yes, provide details on a separate sheet.

E. In the past ten years, has bidder ever been terminated from a project it had contracted for? No
_____If yes, provide details on a separate sheet.

F. Is the bidder currently in any litigation or contemplating litigation? No If yes, provide details on a separate sheet.

G. In the past five years, has bidder ever refused to enter into contract for a project for which it was awarded a contract? No If yes, provide details on a separate sheet.

H. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.

I. What trades or services does the bidder ordinarily subcontract out?

MILLING

SUBCONTRACTORS

EXHIBIT A

List any subcontractors you propose to use on the City's project that will comprise at least 10% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre- construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from the City of Duncanville.

Failure to submit the information as required may result in a disqualification of your bid.

Subcontractor Name: Tex Op

City/State: Roanoke, TX

Trade or Service to Be Provided: Milling

Estimated Percentage of Overall Cost: 16%

Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost: _____

EXHIBIT A

ATTACHMENT B – VENDOR CONTACT INFORMATION

Vendor's Name: PEACHTREE CONSTRUCTION, LTD.

Vendor's Local Address: 5801 PARK VISTA CIR. KELLER, TX 76244

Phone: 817-741-4658 Fax: 817-741-4648

Email: jbclark@peachtreecon.com

Name of persons to contact when placing an order or billing questions:

Name/Title J. BARRY CLARK PRESIDENT

Phone: 817-741-4658 Fax: 817-741-4648

Email: jbclark@peachtreecon.com

Name/Title

Phone: Fax:

Email:

Name/Title

Phone: Fax:

Email:

J. B. C

Signature J. BARRY CLARK Printed Name 6-7-21 Date

EXHIBIT A

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name: City of Keller
   Name of Contact: Chad Bartee
   Title of Contact: City Engineer
   Present Address: 1100 Bear Creek Parkway
   City, State, Zip Code: Keller, TX 76244
   Telephone Number: (817) 743-4000 Fax Number (817) [redacted]-743-4082
   Email: CBartee@cityofkeller.com

2. Company's Name: City of Venus
   Name of Contact: Joel Daugherty
   Title of Contact: Public Works Director
   Present Address: 700 W. US Hwy 67
   City, State, Zip Code: Venus, TX 76084
   Telephone Number: (972) 358-8620 Fax Number ( )
   Email: JDaugherty@cityofvenus.org

3. Company's Name: City of Bedford
   Name of Contact: Patrice Kleypas
   Title of Contact: Engineering Technician
   Present Address: 1813 Reliance Pkwy
   City, State, Zip Code: Bedford, TX 76021
   Telephone Number: (817) 952-2231 Fax Number ( )
   Email: Patrice.Kleypas@bedfordtx.gov

EXHIBIT A

NO BID SHEET

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

Sheila Baker, Purchasing Manager
Purchasing Division
City of Duncanville, 203 E Wheatland Rd
Duncanville, Texas 76115
Fax No. 972-780-5077
E-mail address: sbaker@duncanville.com

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason. _____

_____
Company Name:

_____
Authorized Officer or Agent Signature:

_____

Telephone: (____) _____ FAX Number: (____) _____

EXHIBIT A

CITY OF DUNCANVILLE, TEXAS

STANDARD PURCHASING TERMS AND CONDITIONS

1.0 **DEFINITION OF BUYER**

The City of Duncanville, its officers, agents, servants, authorized employees, vendors and subvendors who act on behalf of various City departments, bodies or agencies.

2.0 **DEFINITION OF SELLER**

The consultant, Contractor(s), supplier, Contractor(s)or other provider of goods and/or services, its officers, agents, servants, employees, vendors and subvendors who act on behalf of the entity under a contract with the City of Duncanville.

3.0 **PUBLIC INFORMATION**

Any information submitted to the City of Duncanville (the "City") may be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council) and per Section 10.02 Duncanville City Charter and Code of Ordinances, Chapter 2, Article III. 5.0

5.0 **ORDERS**

5.1 No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 **SELLER TO PACKAGE GOODS**

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address: (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

7.0 **SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 **TITLE AND RISK OF LOSS**

The title and risk of loss of the goods shall not pass to Buyer until Buyer receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 **DELIVERY TERMS AND TRANSPORTATION CHARGES**

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's proposals. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposals or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 **PLACE OF DELIVERY**

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 **RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 **INVOICES**

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation

charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 **PRICE WARRANTY**

13.1 The price to be paid by Buyer shall be that contained in Seller's proposals which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's proposals, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 **PRODUCT WARRANTY**

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the proposal invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 **SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 **SOFTWARE LICENSE TO SELLER**

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is" proprietary" to Seller and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however, Buyer may make copies of the software expressly for backup purposes.

17.0 **WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY**

17.1 **The SELLER warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.**

17.2 **SELLER shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.**

17.3 **SELLER agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as SELLER bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, SELLER shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with SELLER in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, SELLER shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give SELLER timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate SELLER's duty to indemnify the City under this Agreement. If the**

Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, SELLER shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to SELLER, terminate this Agreement, and refund all amounts paid to SELLER by the City, subsequent to which termination City may seek any and all remedies available to City under law.

18.0 **OWNERSHIP OF WORK PRODUCT**

Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

19.0 **NETWORK ACCESS**

The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 **CANCELLATION**

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 **TERMINATION**

The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased

under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 **ASSIGNMENT / DELEGATION**

No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 **MODIFICATIONS**

This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 **THE AGREEMENT**

In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable proposal documents published by the Buyer and Seller's Response to such proposal (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published proposal documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 **APPLICABLE LAW / VENUE**

This Contract is entered into subject to the Charter and ordinances of the City of Duncanville, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable City of Duncanville, County of Dallas, State of Texas and federal United States of America laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Duncanville, Texas; the County of Dallas; the State of Texas and the United States of America; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dallas County, Texas. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the City of Duncanville, County of Dallas, State of Texas and federal laws of the United States of America. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, the Workers Right to Know Law, and the Immigration Reform and Control Act of 1986 **(IRCA).**

27.0 **INDEPENDENT CONTRACTOR(S)**

Seller shall operate hereunder as an independent Contractor(s) and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and subvendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and subvendors.

28.0 **LIABILITY AND INDEMNIFICATION.**

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

28.2 **INDEMNIFICATION - SELLER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY (ALSO REFERRED TO AS BUYER), ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SELLER'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS OFFICERS, AGENTS, SUBCONTRACTOR(S)S, SERVANTS OR EMPLOYEES.**

29.0 **SEVERABILITY**

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

30.0 **FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 **NOTICES TO PARTIES**

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Duncanville, Purchasing Division, 203 E. Wheatland Rd, Duncanville, Texas 75116. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to proposals. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 **NON-DISCRIMINATION**

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Duncanville (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, vendors or subvendors, have fully complied with all provisions of same and that no employee, participant, applicant, Contractor(s)or subcontractor(s)has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, Contractor(s)or subvendors herein.

33.0 **IMMIGRATION NATIONALITY ACT**

City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Vendor shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Vendor shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall establish appropriate procedures and controls so that no services will be performed by any

employee who is not legally eligible to perform such services. Vendor shall provide City with a certification letter that it has complied with the verification requirements required by this Agreement. Vendor shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

34.0 **HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS**

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35.0 **RIGHT TO AUDIT**

Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 **DISABILITY**

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subvendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subvendors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subvendors against Buyer arising out of Seller's and/or its sub vendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 **DISPUTE RESOLUTION**

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute,

or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

38.0 **PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL**

Seller acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Seller certifies that Seller's signature provides written verification to the City that Seller: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution approving the Sign Control Board Grant of a variance to Extra Space Storage allowing a highway sign to be erected at a height of 70' at 303 E. Hwy 67 Duncanville TX.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Director of Public Works
Randolph Goucher, Building Official

BACKGROUND/HISTORY:
Mr. Bailey Bell of Barnett Signs, representing Extra Space Storage located at 303 E. Hwy 67 Duncanville, Texas is requesting a variance to the Sign Ordinance to allow for a highway sign 70' in height, which is 20' over the allowed 50' in height highway sign.

The Sign Control Board held a Public Hearing on May 27, 2021 to consider the request of Mr. Bailey Bell of Barnett Signs representing Extra Space Storage located at 303 E Hwy 67 Duncanville, Texas, requesting a variance to the Sign Ordinance.

No one spoke in opposition.

After some discussion, the Sign Control Board voted unanimously to grant the sign variance request for Extra Space Storage.

POLICY EXPLANATION:
Per Sec. 16A-29 (c) at Maximum Height: Fifty feet. (1) Signs over ten feet high shall be constructed to: a. Withstand wind pressure of not less than 30 feet per square foot of area. b. Receive dead load as required in the current building code or other city ordinances.

Council approval is required to allow Extra Space Storage to erect a highway sign 70' In height at 303 E. Hwy 67 Duncanville, Texas.

FUNDING SOURCE:
N/A

Contract Log #:

N/A

RECOMMENDATION:
Staff recommends approval of a Resolution approving the Sign Control Board Grant of a variance allowing a highway sign to be erected at the height of 70' at 303 E. Hwy 67 Duncanville, TX.

ATTACHMENTS:
ATTACHMENT 1-Sign Control Worksheet-303 E HWY 67
ATTACHMENT 2 - Sign Control Board UNAPPROVED Minutes 5.27.21 (002)
ATTACHMENT 3 - SCB MAPS 303 E HWY 67 (1)
ATTACHMENT 4 - Sign Control Board application for hearing 5.27.21
ATTACHMENT 5 - Resolution No. - 2021-049 - Extra Space Storage Sign

ATTACHMENT 1

DUNCANVILLE SIGN CONTROL BOARD
VIA ZOOM VIDEOCONFERENCE
DUNCANVILLE CIITY HALL
203 EAST WHEATLAND ROAD
THURSDAY, MAY 27, 2021 @ 7:00 P.M.

SIGN CONTROL WORK SHEET

Hearing Date:	May 27, 2021
Address of Property:	303 E Hwy 67, Duncanville, TX
Applicant's Name:	Bailey Bell- Barnett Signs
Applicant's Address:	4250 Action Dr., Mesquite TX 75150
Variance Requested: Requesting a variance to the Sign Ordinance Section 16A-29 (c) to allow for a highway sign 70' in height, which is 20' over the allowed 50' in height highway sign.	
Code Section and Requirements:	Section 16A-29 (c)
Number of Letters mailed to Adjacent Property Owners:	19
Number of Letters Returned, Not Received:	0
Number of Responses: 0	
In Opposition: 0	
In Favor: 0	
Staff Recommendation/Comments Staff: Staff Recommends approval	

ATTACHMENT 2

Sign Control Board
Regular Meeting Minutes
Via Zoom videoconference
Thursday, May 27, 2021 @ 7 PM

A regular meeting of the Duncanville Sign Control Board was held on Thursday, May 27, 2021 at 7:00 pm with a quorum present to wit:

Patricia Fields	Commissioner	Present
Leslie Bruce	Commissioner	Present
Amy Durant	Commissioner	Absent
Gerald Hill	Commissioner	Absent
Kim Malone	Commissioner	Present
Stephanie Rutherford	Commissioner	Present
Javar Avery	Commissioner	Present

The meeting convened via zoom videoconference and was called to order at 7:05 pm by Patricia Fields.

Receive public comments
No public comments were received.

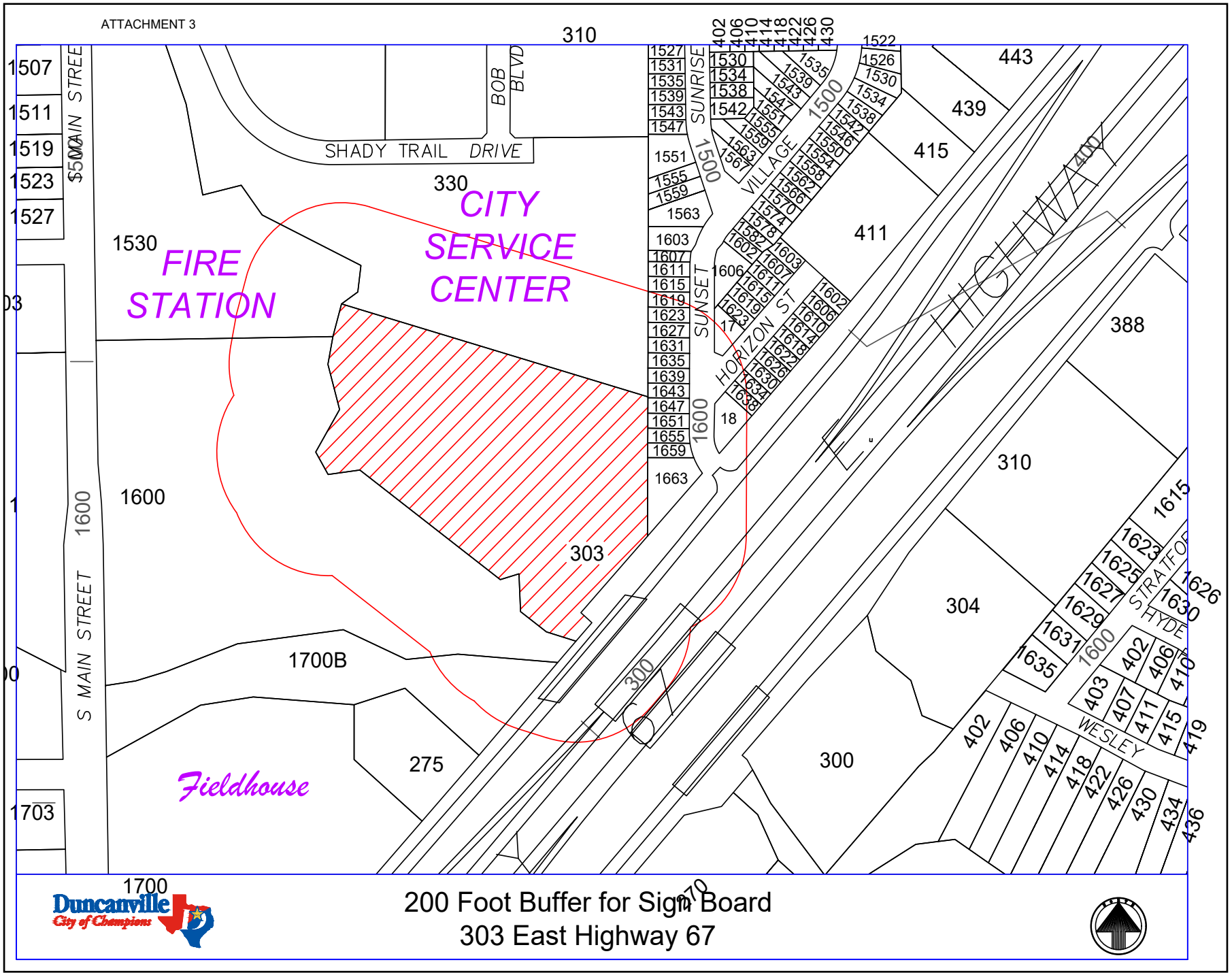
Approval of Minutes:
Commissioner Patricia Fields made a motion to approve the meeting minutes from the regular Duncanville Sign Control Board meeting held February 11, 2021; Commissioner Kim Malone seconded the motion. Approval was by unanimous consent.

Public Hearing:
Public hearing to consider the request of Mr. Bailey Bell of Barnett Signs representing Extra Space Storage located at 303 E Hwy 67 Duncanville TX, requesting a variance to the Sign Ordinance Section 16A-29 © to allow for a highway sign 70' in height, which is 20' over the allowed 50' in height highway sign. Commissioner Patricia Fields made the motion to approve the sign height of 70'; Commissioner Leslie Bruce seconded the motion with condition of an engineer report. Approval was by unanimous consent.

Being there was no further business, the meeting adjourned at 7:26 pm by Stephanie Rutherford.

_____
Randy Goucher, Staff Liaison

UNAPPROVED


ATTACHMENT 3
FIRE STATION
CITY SERVICE CENTER
Fieldhouse
SHADY TRAIL DRIVE
BOB BLVD
S MAIN STREET
SUNRISE
VILLAGE
SUNSET
HORIZON ST
HIGHWAY 67
STRATFORD
HYDE
WESLEY
1500
1600
1700
1700B
310
330
303
300
275
304
388
411
415
439
443
Duncanville
City of Champions
200 Foot Buffer for Sign Board
303 East Highway 67

ATTACHMENT 4

Duncanville
City of Champions

APPLICATION FOR HEARING BEFORE THE SIGN CONTROL BOARD FOR THE CITY OF DUNCANVILLE

Date 3/25/21

Name of Applicant: Bailey Bell (Barnett Signs)

Address of site where sign is to be located: 303 E Hwy 67

Variance requested: 70' Pole Sign

Walk-in rentals were down 61.8% from Dec – Feb this year to last year at this location. This is not just an effect of COVID-19 or the winter storm, as the North Texas region was down 27% in the same time period. This is a significant impact on business due to the poorer visibility, as walk-in rentals typically find us when driving by the property and seeing the signage.
We responded by lowering pricing at the store. As of the end of February, our rates were down 10.6% to make up for the lost traffic compared to the rest of the region where rates were up 16.7% year over year.
Revenue in February was down over 5% to last year, largely driven by fewer new customer signups. This is also anomalous as the same region of DFW year over year is up on revenue by 1.5%.

Reason for variance request: Big wall and Tree in the way of existing pole sign

PLEASE ATTACH A DRAWING OF THE SIGN ON WHICH THE VARIANCE IS BEING REQUESTED, INCLUDING THE DIMENSIONS OF THE SIGN AND A SITE PLAN SHOWING WHERE THE SIGN IS TO BE LOCATED.

CBell 2021.03.25 10:14:05 -05'00'

Applicant's signature

Bailey Bell

Applicant's Printed Name

4250 Action Dr Mesquite, TX 75150

Mailing address of applicant

972-681-8800

Applicant's telephone number

TO BE FILLED IN BY CITY STAFF:

Date of meeting: _____

VARIANCE FEE $100.00

RESOLUTION NO. 2021-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE SIGN CONTROL BOARD GRANT OF A VARIANCE ALLOWING A HIGHWAY SIGN TO BE ERECTED AT HEIGHT OF 70' AT 303 E. HWY 67, DUNCANVILLE, TEXAS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ISSUE THE REQUIRED PERMITS UPON COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bailey Bell (Barnett Signs) representing Extra Space Storage submitted an application for 303 E. Hwy 67, Duncanville, Texas and applied for a variance to Section 16A-29(c) of the Code of Ordinances appeared at a public hearing before the City's Sign Control Board to allow for a highway sign 70' in height, which is 20' over the allowed 50' in height highway sign; and

WHEREAS, After the public hearing the Sign Control Board voted unanimously to grant the sign variance request for Bailey Bell (Barnett Signs) representing Extra Space Storage.

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

SECTION 1. The City Council having reviewed the grant of variance hereby consents to the Duncanville Sign Control Board grant variance of a highway pole sign 70' in height, located at 303 E. Hwy 67, Duncanville, Texas.

SECTION 2. Applicant will install said 70' highway sign per Exhibit A; said variance shall continue during the term of the applicants certificate of occupancy and said sign be maintained in a good and presentable condition during the applicant's occupancy of the business located at 303 E. Hwy 67, Duncanville, Texas.

SECTION 3. The Applicant upon submittal of the required application and remittance of the appropriate fees may be issued a sign permit in conformity with this resolution and compliance with the Code of Ordinances.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

SITE

N

Zoning: PD - Planned Development
Wall Sign: 1 sq. ft. per linear foot frontage wall, NTE 4' in height
Freestanding Sign: Highway Signs, property is allowed 200 square foot maximum at 50 feet overall height.

SQUARE FEET

SIGN 1 — ExtraSpace Storage. — 180

SIGN 2 — ExtraSpaceStorage — LEAVE AS IS

SIGN 3 — OFFICE — LEAVE AS IS

ExtraSpace Storage.

Address #1611
303 E Hwy 67
City Duncanville
State TX 75137

Account Representative:
Mike Nguyen

This design and engineering is submitted as our proposal, and the right to use or exhibit in any form, is not authorized without written permission by Vixxo.

Notes

Designer JW
Design # Vx1101138 R3
Original Date 03/03/21
Revision Date 03/18/21

UL LISTED

VIXXO
sign & lighting

page 2

EXHIBIT A

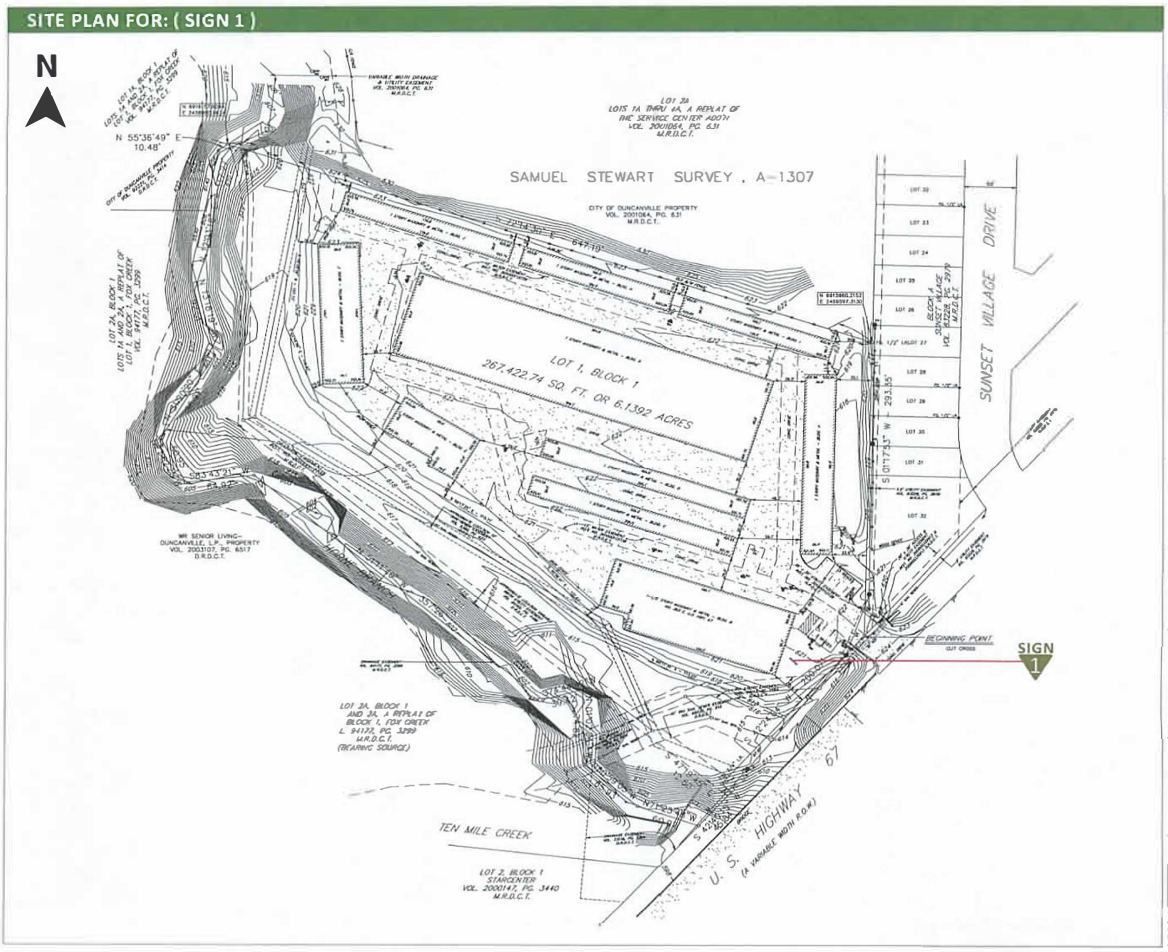

SITE PLAN FOR: (SIGN 1)
N
SAMUEL STEWART SURVEY , A-1307
LOT 1, BLOCK 1
267,422.74 SQ. FT. OR 6.1392 ACRES
SUNSET VILLAGE DRIVE
BEGINNING POINT
SIGN 1
TEN MILE CREEK
U. S. HIGHWAY 67
Extra Space Storage
Address #1611
303 E Hwy 67
City Duncanville
State TX 75137
Account Representative:
Mike Nguyen
Notes
Designer JW
Design # Vx1101138.R3
Original Date 03/03/21
Revision Date 03/18/21
VIXXO
sign & lighting
page 3

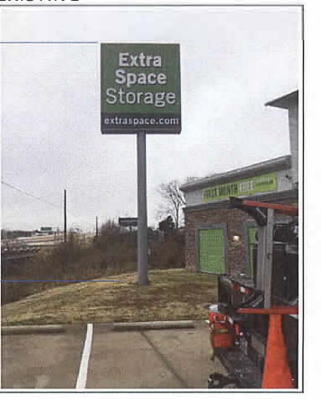
EXHIBIT A

ELEVATION

SIGN 1

SCOPE OF WORK:
Remove existing pole sign cabinet and add pole to OAH of 70'.
Manufacture and install new d/f pole sign cabinet.

EXISTING



15'-0" TALL x 13'-0" WIDE
SINGLE POLE
D/F FLEX FACES
40' O.A.H.

PROPOSED

SCALE: 1/16" = 1'

SQUARE FEET CALCULATIONS		
Allowable	Existing	Proposed
200	170	180

Extra Space Storage.

Address #1611
303 E Hwy 67
City DunCanville
State TX 75137

Account Representative:
Mike Nguyen

This design and engineering is submitted as our proposal, and the right to use or exhibit in any form, is not authorized without written permission by Vixxo.

Notes

Designer JW
Design # Vx1101138 R3
Original Date 03/03/21
Revision Date 03/18/21

UL LISTED nec

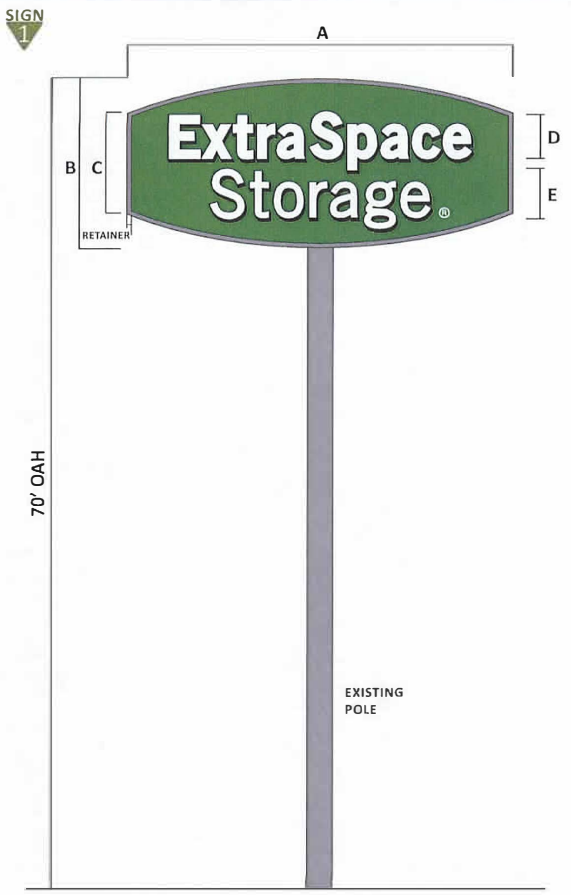
VIXXO
sign & lighting

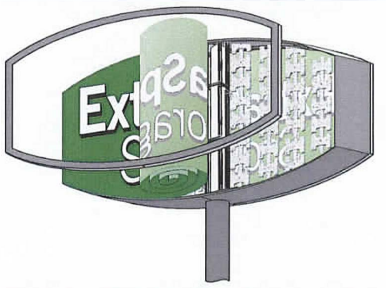
page 4

EXHIBIT A

FLEX FACE POLE SIGN / CABINET REPLACEMENT

SIGN 1





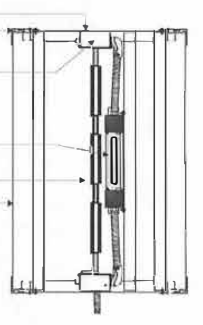
DIMENSIONS

A	B	C	D	E		RETAINER	SQ/FT
20'-0"	9'-0 1/2"	5'-4 5/8"	2'-4 1/4"	2'-8 1/4"		2 1/2"	180

SPECIFICATIONS

1. .080" ALUMINUM CABINET PAINTED SW 7067 CITY SCAPE
2. FABRICATED RETAINER PAINTED TO MATCH CABINET & SIGN-COMP CLIP SYSTEM
3. POLE COVER PAINTED SW 7067 CITY SCAPE
4. WHITE FLEX FACE WITH APPLIED VINYL GRAPHICS (SEE SCHEDULE)
5. VIXXO APPROVED LED LIGHTING SYSTEM.
6. STRUCTURE SUPPORT BRACKET W/WIREWAY
7. ELECTRONIC POWER SUPPLY

SIDE SECTION VIEW



COLOR SCHEDULE

GREEN	GREY	BLACK	WHITE
#2500-106 BRILLIANT	SW 7067 CITY SCAPE	PMS BLACK #2500-022	

*120V CIRCUITS ARE REQUIRED FOR ALL SIGNS

ExtraSpace Storage

Address #1611
303 E Hwy 67
City Duncanville
State Tx 75137

Account Representative:
Mike Nguyen

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Notes

Designer JW
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Original Date 03/03/21
Revision Date 03/18/21

UL LISTED

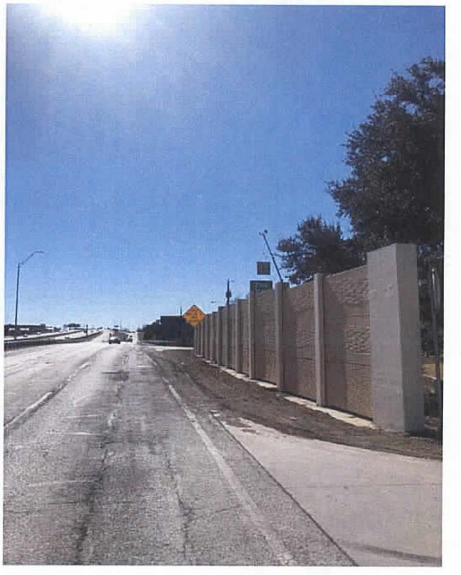
VIXXO
sign & lighting

page 5

EXHIBIT A

FLAGGING OF EXISTING POLE SIGN

Existing sign at 40' OAH, at approximately 90'
from property driveway
minimal visibility of existing sign



Existing sign at 40' OAH, at approximately 160'
from property driveway
minimal visibility of existing sign
visibility of 55' flagging.

ExtraSpace Storage.

Address #1611
303 E Hwy 67
City Duncanville
State TX 75137

Account Representative:
Mike Nguyen

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Notes

Designer JW
Design # Vx1101138 R3
Original Date 03/03/21
Revision Date 03/18/21

All electrical scope to be completed in a U.L. approved method and shall meet current N.E.C. standards.

UL LISTED nec

* All electrical connections shall be U.L. listed
* Sign shall be grounded per N.E.C. Article 250
* Insulated conductors shall be N.E.C. Table 310.8 type to be cable - metallic insulated copper.
*Disconnect switch per N.E.C. Code 600.6.

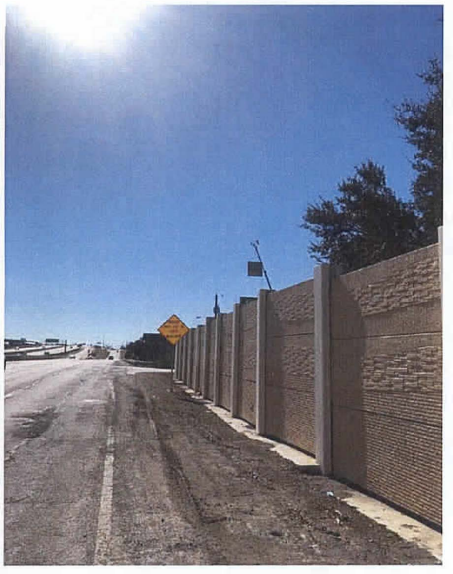
VIXXO

sign & lighting

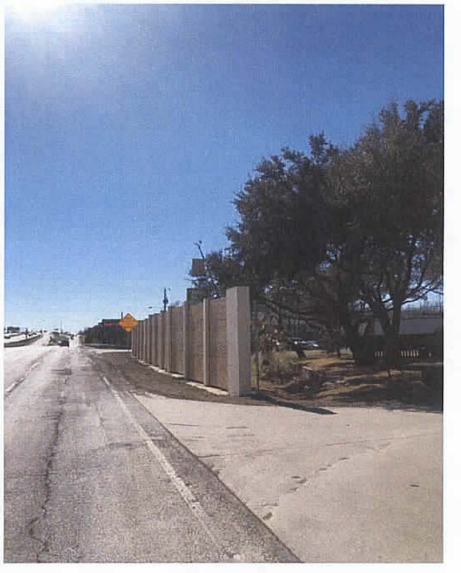
page 6

EXHIBIT A

FLAGGING OF EXISTING POLE SIGN



Existing sign at 40' OAH, at approximately 100'
from property driveway
no visibility of existing sign
visibility of 65' flagging.



Existing sign at 40' OAH, at approximately 175'
from property driveway
65' flagging
minimal visability

Extra Space Storage.

Address #1611
303 E Hwy 67
City Duncanville
State TX 75137

Account Representative:
Mike Nguyen

This design and engineering is submitted as our proposal, and the right to use or exhibit in any form, is not authorized without written permission by Vixxo.

Notes

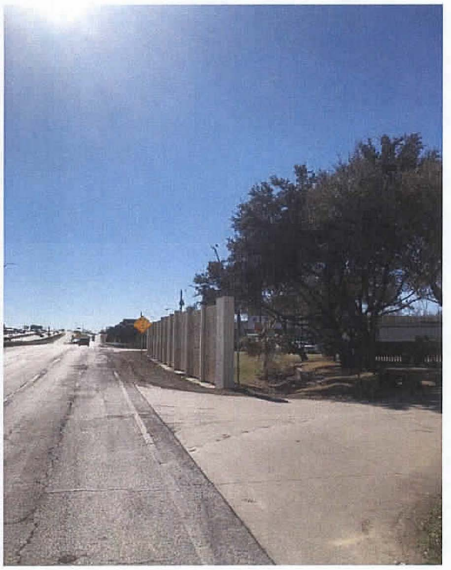
Designer JW
Design # Vx110138 R3
Original Date 03/03/21
Revision Date 03/18/21

VIXXO
sign & lighting

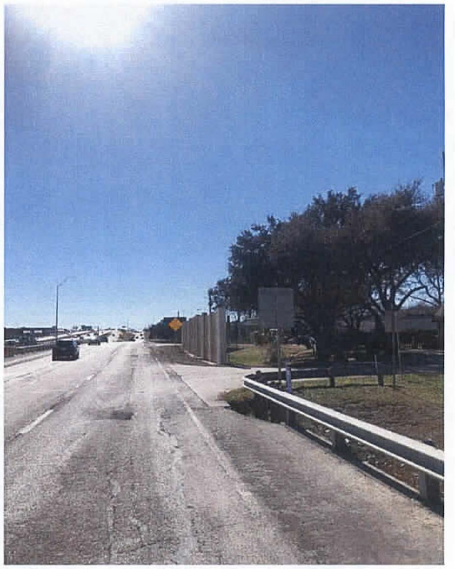
page 7

EXHIBIT A

FLAGGING OF EXISTING POLE SIGN



Existing sign at 40' OAH, at approximately 190'
from property driveway
65' flagging
minimal visibility



Existing sign at 40' OAH, at approximately 250'
from property driveway
65' flagging
no visibility

ExtraSpace Storage

Address #1611
303 E Hwy 67
City Duncanville
State TX 75137

Account Representative:
Mike Nguyen

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Notes
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*
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*
*

Designer JW
Design # Vx1101138 R3
Original Date 03/03/21
Revision Date 03/18/21

All electrical signs to be certified in the U.L. manner and conform with N.E.C. standards

UL LISTED nec

* All electrical components shall be U.L. listed
* Sign shall be grounded per N.E.C. Article 250
* Insulated conductors as per N.E.C. Code 310.8 type to be used - metallic insulated sealtite
*Disconnect switch as per N.E.C. Code 600.6

VIXXO

sign & lighting

page 8

This worksheet serves to fulfill the seller, purchaser agreement to cover for actual full damages which may occur as a result of failing for plans and specifications including but not limited to sewer, gas lines or any underground obstacles within the perimeter of where they come to be.

EXHIBIT A

FLAGGING OF EXISTING POLE SIGN

Existing sign at 40' OAH, at approximately 275'
from property driveway
65' flagging
no visibility

Extra Space Storage

Address #1611
303 E Hwy 67
City Duncanville
State TX 75137

Account Representative:
Mike Nguyen

This design and engineering is submitted as our proposal, and the right to use or exhibit in any form, is not authorized without written permission by Vixxo.

Notes
*
*
*
*
*

Designer JW
Design # Vx1101138 R3
Original Date 03/03/21
Revision Date 03/18/21

All electrical shops to be completed in a U.L. approved method and shall meet current N.E.C. standards.

UL LISTED nec

* All electrical components shall be U.L. Listed
* Sign shall be grounded per N.E.C. Article 250
* Insulated conductors per N.E.C. Conf. Table 8 type to be used - Metallic insulated bushing
*Disconnect switch as per N.E.C. code 600.6

VIXXO
sign & lighting

page 9

The purchaser agrees to hold the sign hereinafter agreed to be sold for damage which may occur as a result of digging for piers and foundations, including broken conduit or wires, gas lines or any underground obstacles which the purchaser or others may come in contact with.

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution requesting the Texas Department of Transportation (TXDOT) amend the design for Project CSJ 2374-04-085 by deleting the proposed "Texas U-turn" bridge at the northeast side of the existing Cockrell Hill Road overpass along US-67, requesting a "Texas U-turn" bridge at the southwest side of the Cockrell Hill Road overpass along US-67, and requesting a "Texas U-turn" at the north side of the Danieldale Road overpass along US-67.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:
- **2. Create high quality neighborhoods and parks**
  - **Goal: N/A**

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

BACKGROUND/HISTORY:
In September 2016, before construction of the US-67 widening project in Duncanville and Cedar Hill, the City of Duncanville sent a letter to TXDOT requesting TXDOT include "Texas U-turns" at US-67 & Cockrell Hill Rd and US-67 & Danieldale Rd as part of the US-67 widening project. The intent was to get a U-turn on the southwest side of Cockrell Hill Rd overpass and the north side of Danieldale Rd overpass to improve traffic circulation within Duncanville. According to the City Comprehensive Plan, this portion of US-67 is bounded by Opportunity Area 1 to the west and Opportunity Area 2 to the east.

In November 2016, TXDOT replied to the City's request and explained it was too late in the US-67 widening project to add the U-turns and they would re-evaluate our request for a later project. The City and TXDOT had no further conversation regarding the requested U-turns.

In 2017, the City of Duncanville and the City of Cedar Hill partnered in preparing a consolidated landscape master plan for the US-67 corridor which consisted of Gateways centered on Cockrell Hill Rd and Wintergreen Rd in Duncanville as well as a gateway on the south side of Cedar Hill. This master plan was submitted to TXDOT for consideration under the state's Green Ribbon Grant program. In September 2017 the Cities of Duncanville and Cedar Hill were awarded a $486,000.00 Green Ribbon Grant for a shared gateway at Wintergreen Road.

The City of Duncanville submitted a second Green Ribbon Grant request and in July 2019, the City was awarded $1,000,000.00 for the gateway at Cockrell Hill Rd. Cedar Hill also received Green Ribbon Grant funding at the same time for their southern gateway. After this second award, TXDOT began the lengthy design review and approval process and finally authorized Cedar Hill to put the project out for bid in January 2021. (This project is a partnership between Cedar Hill and Duncanville with Cedar Hill taking the lead on the procurement.)

In July 2020, TXDOT emailed the City of Duncanville schematics for new work along I-20 between Cockrell Hill Rd and Hampton Rd and asked Staff to review the plans for any Utility deconfliction along the I-20 corridor. (There were no conflicts along I-20.)

In April 2021, while the Green Ribbon project was out for bid (bid opening was May 2021), TXDOT emailed the City of Duncanville the 60% design for the new work along I-20 between Cockrell Hill Rd and Hampton Rd and asked Staff to review them. It was at this time that City Staff noticed that the plans included a "Texas U-turn" at the northeast side of the Cockrell Hill Rd overpass at US-67.

City Staff had several discussions with TXDOT regarding options to accommodate the new bridge with the Green Ribbon project at Cockrell Hill and US-67. City Staff also met with the City's landscape architect regarding impacts and workarounds for the Cockrell Hill Gateway. Given the significant impact to the northern gateway and the limited gains the City would realize with a U-turn on the northeast side of Cockrell Hill Rd, Staff asked TXDOT if the U-turn at northeast side of Cockrell Hill Road could be cancelled. TXDOT told staff they would need to make a formal request.

The resolution that Council will consider is to accomplish two goals:

1. To request deletion of the U-turn at the northeast side of Cockrell Hill Rd overpass along US-67 from the I-20 project from Cockrell Hill Rd to Hampton Rd (CSJ 2374-04-085). The location of this new U-turn bridge would effectively negate all landscaping and irrigation at the "front door" to the City. All that would remain is the City monument and a few trees and plants on the north side of the gateway. Deleting the U-turn at this location would allow the City to progress with the Green Ribbon construction project as previously designed and approved. (The Green Ribbon construction contract will also go to Council for approval on 20 July 2021.)
2. To request U-turns at the southwest side of Cockrell Hill Rd overpass along US-67 as well as the north side of the Danieldale Rd overpass along US-67. This is reiterating the request the City sent to TXDOT back in 2016.

POLICY EXPLANATION:
A Council resolution is needed before Staff can coordinate with TXDOT on these requests.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends approval of the Resolution requesting the Texas Department of Transportation (TXDOT) amend the design for Project CSJ 2374-04-085 by deleting the proposed "Texas U-turn" bridge at the northeast side of the existing Cockrell Hill Road overpass along US-67, requesting a "Texas U-turn" bridge at the southwest side of the Cockrell Hill Road overpass along US-67, and requesting a "Texas U-turn" at the north side of the Danieldale Road overpass along US-67.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-046 - Requesting TXDOT delete the proposed

RESOLUTION NO. 2021-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AMEND THE DESIGN FOR PROJECT CSJ 2374-04-085 BY DELETING THE PROPOSED "TEXAS U-TURN" BRIDGE AT THE NORTHEAST SIDE OF THE EXISTING COCKRELL HILL ROAD OVERPASS ALONG US-67; REQUESTING A "TEXAS U-TURN" BRIDGE AT THE SOUTHWEST SIDE OF THE COCKRELL HILL ROAD OVERPASS ALONG US-67; REQUESTING A "TEXAS U-TURN" AT THE NORTH SIDE OF THE DANIELDALE ROAD OVERPASS ALONG US-67; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville received a Green Ribbon Grant in 2017 to construct a gateway at US-67 and Wintergreen Road and received another Green Ribbon Grant in 2019 to construct a gateway at US-67 and Cockrell Hill Road; and,

WHEREAS, The Green Ribbon construction project for the gateways at US-67 and Wintergreen Road and at US-67 and Cockrell Hill Road (CSJ 0261-02-079) was approved for advertisement in January 2021 with bid opening set for May 2021; and,

WHEREAS, The 60% designs for TXDOT I-20 Service Road Project (CSJ 2374-04-085) were received by the City of Duncanville in April 2021 which showed a conflict between the Green Ribbon Gateway previously planned at US-67 and Cockrell Hill Road and a proposed "Texas U-turn" bridge on the northeast side of the Cockrell Hill Road overpass; and,

WHEREAS, The proposed "Texas U-turn" at the northeast side of the Cockrell Hill Road overpass would adversely affect the overall appearance of the City's northern gateway by significantly reducing the planned landscaping.

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

SECTION 1. The City Council of the City of Duncanville, Texas requests the Texas Department of Transportation (TXDOT) amend the design for TXDOT project CSJ 2374-04-085 by deleting the proposed "Texas U-turn" bridge at the northeast side of the existing Cockrell Hill Road overpass along US-67 in order to allow the landscape improvements under Green Ribbon Project CSJ 0261-02-079 proceed as designed.

SECTION 2. The City Council of the City of Duncanville also requests TXDOT consideration for "Texas U-Turns" at the southwest side of the Cockrell Hill Road Overpass along US-67 and at the north side of the Danieldale Road overpass along US-67 to improve traffic circulation along US-67 within the City of Duncanville.

SECTION 3. The City Council of the City of Duncanville authorizes the City Manager, or her designee, to coordinate with TXDOT as necessary.

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 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution consenting with the City of Cedar Hill's City Council award on July 13, 2021 of the U.S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project bid (CSJ-0261-02-079 and CSJ-0261-02-080) to Central North Construction, LLC., in the grand total amount of $2,987,262.88 for construction and installation of landscaping, irrigation and gateway monument improvements within TXDOT right-of-way, along the U.S. Highway 67 corridor, from eastside Cockrell Hill Road in Duncanville, Texas to Beltline Road in the city of Cedar Hill, Texas; and authorizing funding in the amount of $139,976.00 for construction of Duncanville's two gateway monuments.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **1. Most engaged citizens in America**
  - **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 Director of Public Works
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
In order to relieve traffic congestion and provide better mobility for southern Dallas County, the State of Texas Department of Transportation (TXDOT) widened a six-mile length of U.S. Highway 67 from Belt Line Road in Cedar Hill, Texas through Duncanville, Texas to Interstate Highway I-20. Construction was completed earlier this year. The scope of the highway construction project did not include landscaping and irrigation improvements.

The City of Duncanville and the City of Cedar Hill partnered to develop Corridor Design Guidelines for U.S. Highway 67 landscape improvements upon completion of the highway widening project. The Corridor Design Guidelines, as devised by Pacheco Koch, LLC, was the supporting document used to acquire grant funds from the Texas Department of Transportation (TXDOT) under the Green Ribbon Grant Program.

On September 6, 2017, the City of Duncanville and the City of Cedar Hill jointly received $486,000.00 in Green Ribbon Grant funds for landscape and irrigation improvements to be constructed at the intersection of U.S. Highway 67 and Wintergreen Road. Duncanville's improvements will be located on the northbound side of U.S. Highway 67, just northeast of the intersection of U.S. Highway 67 and Wintergreen Road. Cedar Hill's improvements at Wintergreen Road will be located on the southbound side of U.S. Highway 67 across from the Duncanville improvements.

In 2019, each city submitted a Green Ribbon Grant application for additional landscape improvements along U.S. Highway 67. The City of Duncanville received a grant in the amount of $1,000,000.00 for landscape and irrigation improvements to be constructed extending just north of the intersection of U.S. Highway 67 and Cockrell Hill Road. The City of Cedar Hill received a grant in the amount of $979,544.00 to create a landscape focal area at F.M. 1382. Construction was scheduled upon completion of the Hwy 67 widening project.

Pacheco Koch, LLC, designed detailed landscape and hardscape improvements for the U.S. Highway 67 corridor under separate contracts with the City of Duncanville and the City of Cedar Hill. The landscape and hardscape design plans have been completed and approved by TXDOT. Gateway monuments and other hardscape elements are ineligible for Green Ribbon funding and must be funded by the City. The monument locations were approved by TXDOT.

In January 2020, TXDOT informed all cities with Green Ribbon Project funding that all projects would be required to be "locally" let. Since it was always the desire by both cities and TXDOT to combine our projects into one construction contract due to the proximity and economy of scale, both cities agreed to allow Cedar Hill take the lead on implementing the construction project. In 2020, per ILA with Cedar Hill, the City of Cedar Hill Public Works Department will take the lead on the procurement action for the landscaping construction contract. Both the cities of Cedar Hill and Duncanville will participate in construction quality assurance and each City will pay for their portion of construction utilizing these funds. The City of Cedar Hill will manage the construction contract and invoicing. As such, the Advanced Funding Agreement with TXDOT was approved by the City of Cedar Hill, but does include the funding allocation to the City of Duncanville.

TXDOT authorized the City of Cedar Hill to re-advertise the U.S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project on April 18th and 25th. On May 11, 2021, the Cedar Hill received four responsive bids for the project. The Bid Tabulation is attached. Central North Construction, LLC, submitted a low bid in the amount of $2,597,619.90. The engineer's estimate for the project was $3,092,006.69. The bid and references were reviewed by Cedar Hill, Duncanville and Pacheco Koch (design engineer).

On July 13, 2021, the Cedar Hill City Council awarded to the Central North Construction, LLC, the construction project with a 15% contingency in the amount of $389,642.98, establishing a total project construction cost budget of $2,987,262.88. TXDOT will only fund the landscaping and irrigation improvements up to amount not to exceed $2,964,720.44. Both cities will fund their respective gateway monuments.

Funding in the amount of $139,976.00 for construction of Duncanville’s two gateway monuments to be located at the Cockrell Hill Road Gateway and the Wintergreen Gateway is included in the City’s General Fund, One Time Projects Fund. Construction of the monuments will be concurrent with construction of the landscaping and irrigation improvements. Cedar Hill's gateway monument will cost $191,620.00 and will be funded from Cedar Hill's Capital Improvement Program.

On June 22, 2021, TXDOT provided letter to the City of Cedar Hill approving the low bid and authorizing Cedar Hill to move forward with awarding the construction contract. TXDOT has expressed their desire for construction of this project to commence as soon as possible. On July 13, 2021, the Cedar Hill City Council awarded the bid to the Central North Construction, LLC, lowest responsible bidder, in the total amount of $2,987,262.88 which includes a 15% contingency in the amount of $389,642.98. The construction contract time is 129 working days, with construction of landscaping and irrigation improvements scheduled to start in August 2021. The contract has been approved as to form by Cedar Hill's legal counsel.

POLICY EXPLANATION:
City Council approval is required for the City of Duncanville to consent to the City of Cedar Hill's City Council award of the U.S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project bid to the Central North Construction, LLC, in the grand total amount of $2,987,262.88 and to authorize funding in the amount of $139,976.00 for construction of Duncanville's two gateway monuments.

FUNDING SOURCE:
$139,976.00 in General Fund, One Time Fund, in Fiscal Year 2020-2021 for landscape monuments.

Contract Log #:
N.A.

RECOMMENDATION:
Approval of a Resolution consenting to the City of Cedar Hill's City Council award on July 13, 2021 of the U.S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project bid to the Central North Construction, LLC, in the grand total amount of $2,987,262.88.

ATTACHMENTS:
ATTACHMENT 1 - Central North Construction Bid
ATTACHMENT 2 - 2021-05-11_Bid Tabulation - US 67 Green Ribbon
ATTACHMENT 3 - TXDOT Concurrence Letter
Resolution No. - 2021-053 - Requesting Duncanville City Council consent to the City of Cedar Hill's award of the U. S. 67 Green Ribbon Project - Pdf
US Hwy 67 Green Ribbon Construction Project Location Map

CENTRAL NORTH
CONSTRUCTION, LLC
5970 Lindsey Lane
Allen, Texas 75002
972-442-1997

9:35 am
Due

CEDAR HILL/ DUNCANVILLE
US-67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENTS
PROJECT NO. PW17-0008
PACHECO KOCH

Section 00 01 08

CITY OF CEDAR HILL
CITY OF DUNCANVILLE

BID OPENING CONVENIENCE PAGE

The City of Cedar Hill and City of Duncanville are soliciting sealed bids for the construction the US 67 Green Ribbon: Planting Irrigation and Gateway Monuments Project, PW17-008

Bid Closing Time:

Tuesday, May 11, 2021 at 10:00 A.M.

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope. (Do not place quoted prices on the outside of the envelope):

Total Cedar Hill (Volume 2) Price:	$ 1,280,148.85
Total Duncanville (Volume 3) Price:	$ 1,153,191.05
Total Duncanville (Volume 3) (Bid Alt 1) Price:	$ 164,280.00
Grand Total Price:	$ 2,597,619.90

Central North Construction, LLC
Company Name

5970 Lindsey Lane
Address

Allen, Tx 75002
City, State, and Zip Code

469.569.9781
Phone

By: JW Hendrix
Authorized Agent
Jordan Hendrix

BID FORM

PROJECT IDENTIFICATION: **US 67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENTS**

BID OF: Central North Construction, LLC
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: **CITY OF CEDAR HILL, TEXAS (OWNER)**
C/O PURCHASING AGENT
285 UPTOWN BLVD., CEDAR HILL, TEXAS

The undersigned, as BIDDER, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Forms of Contract, Invitation for Bids, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, the price may be decreased to cover deletions of work so ordered.

It is understood and agreed that the work is to be completed in full within the time designated in the Special Conditions of these specifications.

Accompanying this proposal is a (Certified or Cashier's Check payable to the OWNER) (Bid Bond) in the amount of One hundred twenty nine thousand eight hundred eighty Dollars 99/100 Dollars ($ 129,880.99).

The bid security accompanying this proposal shall be returned to the BIDDER, unless in case of the acceptance of the proposal the BIDDER shall fail to execute a contract and file a performance bond and a payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the BIDDER. It is understood that the OWNER reserves the right to reject any and all bids.

CITIES OF CEDAR HILL AND DUNCANVILLE BID SCHEDULE SUMMARY
FOR
US 67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENTS

The City of Cedar Hill reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

SUBMITTED ON (DATE): 5/11/2021

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications and to the satisfaction of the OWNER and ENGINEER.

The CONTRACTOR shall begin the work as specified in the work order and agrees to complete the work within **129 WORKING DAYS** from the date specified in the work order.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____
Addendum No. 5 dated	_____	Received	_____

Central North Construction, LLC
CONTRACTOR

By: Jordan Hendrix
please print name)

Signature: JWHendrix

Title: Senior Officer

Seal and Authorization
(If a Corporation)

5970 Lindsey Lane
Address

Allen, Tx 75002
City, County, State and Zip

469.569.9781 972.442.2199
Telephone Fax No.

E-Mail Address: jhendrix@cnclic.org

Section 00 42 10

UNIT PRICE BID FORM

CEDAR HILL (VOLUME 2)					
ITEM NO.	*ESTIMATED QUANTITY*		*ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS*	*UNIT PRICE*	*TOTAL PRICE*
1	3.14	AC	PREPARING ROW (Spec No. 100-6001) Fifty thousand DOLLARS AND zero CENTS PER AC	$ 50,000.00	$ 157,000.00
2	8,731.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024) two DOLLARS AND zero CENTS PER SY	$ 2.00	$ 17,462.00
3	2,730.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019) one DOLLARS AND fifty CENTS PER SY	$ 1.50	$ 4,095.00
4	2,914.00	SY	BLOCK SODDING (Spec No. 162-6002) Six DOLLARS AND zero CENTS PER SY	$ 6.00	$ 17,484.00
5	1.00	LS	IRRIGATION SYSTEM (TY I) (Cedar Hill) (Spec No. 170-6002) Seventy five thousand DOLLARS AND zero CENTS PER LS	$ 75,000.00	$ 75,000.00
6	1.00	LS	IRRIGATION SYSTEM (TY II) (Cedar Hill) (Spec No. 170-6003) Seventy five thousand DOLLARS AND zero CENTS PER LS	$ 75,000.00	$ 75,000.00
7	1.00	LS	IRRIGATION SYSTEM (TY III) (Cedar Hill) (Spec No. 170-6004) Seventy five thousand DOLLARS AND zero CENTS PER LS	$ 75,000.00	$ 75,000.00
8	0.42	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002) Five thousand DOLLARS AND zero CENTS PER AC	$ 5,000.00	$ 2,100.00
9	0.15	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003) twelve thousand DOLLARS AND zero CENTS PER AC	$ 12,000.00	$ 1,800.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
10	10,004.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002) eight DOLLARS AND zero CENTS PER EA	$ 8.00	$ 80,032.00
11	1,043.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003) twenty-one DOLLARS AND zero CENTS PER EA	$ 21.00	$ 21,903.00
12	1,904.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004) twenty five DOLLARS AND zero CENTS PER EA	$ 25.00	$ 47,600.00
13	1,360.00	EA	LANDSCAPE PLANTING (10 GAL) (Spec No. 192-6071) fifty DOLLARS AND zero CENTS PER EA	$ 50.00	$ 68,000.00
14	8,731.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (3") (Spec No. 192-6013) two DOLLARS AND eighty-five CENTS PER SY	$ 2.85	$ 24,883.35
15	11,461.00	SY	PLANT BED PREPARATION (Spec No. 192-6016) three DOLLARS AND fifty CENTS PER SY	$ 3.50	$ 40,113.50
16	74.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026) five hundred twenty five DOLLARS AND zero CENTS PER EA	$ 525.00	$ 38,850.00
17	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001) two - thousand DOLLARS AND CENTS PER MO	$ 2,000.00	$ 18,000.00
18	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6014) twenty five hundred DOLLARS AND zero CENTS PER MO	$ 2,500.00	$ 22,500.00
19	93.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014) Ninety-five DOLLARS AND zero CENTS PER CY	$ 95.00	$ 8,835.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
20	484.00	CY	RIPRAP (STONE COMMON) (DRY) (8 IN) (Spec No. 432-6015) Ninety-five DOLLARS AND Zero CENTS PER CY	$ 95.00	$ 45,980.00
21	1.00	LS	MOBILIZATION (Spec No. 500-6001) Sixty eight thousand eight hundred DOLLARS AND Zero forty-six CENTS PER LS	$ 68,856.00	$ 68,856.00
22	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6020) three thousand DOLLARS AND Zero CENTS PER MO	$ 3,000.00	$ 18,000.00
23	25.00	LF	ROCK FILTER DAMS (INSTALL) (TY 3) (Spec No. 506-6003) Seventy-five DOLLARS AND Zero CENTS PER LF	$ 75.00	$ 1,875.00
24	25.00	LF	ROCK FILTER DAMS (REMOVE) (Spec No. 506-6011) Five DOLLARS AND Zero CENTS PER LF	$ 5.00	$ 125.00
25	228.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020) twenty-Dollars DOLLARS AND Zero CENTS PER SY	$ 20.00	$ 4,560.00
26	228.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024) Five DOLLARS AND Zero CENTS PER SY	$ 5.00	$ 1,140.00
27	2,087.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038) two DOLLARS AND Zero CENTS PER LF	$ 2.00	$ 4,174.00
28	2,087.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039) One DOLLARS AND Zero CENTS PER LF	$ 1.00	$ 2,087.00
29	96.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040) eight DOLLARS AND Zero CENTS PER LF	$ 8.00	$ 768.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
30	96.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043) One DOLLARS AND Zero CENTS PER LF	$ 1.00	$ 96.00
31	3,364.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033) thirty DOLLARS AND Zero CENTS PER LF	$ 30.00	$ 100,920.00
32	120.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014) eleven DOLLARS AND Seventy-five CENTS PER LF	$ 11.75	$ 1,410.00
33	330.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023) eleven DOLLARS AND SEVENTY-FIVE CENTS PER LF	$ 11.75	$ 3,877.50
34	390.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024) eighteen DOLLARS AND zero CENTS PER LF	$ 18.00	$ 7,020.00
35	435.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034) twenty-eight DOLLARS AND zero CENTS PER LF	$ 28.00	$ 12,180.00
36	145.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024) twenty-five DOLLARS AND zero CENTS PER LF	$ 25.00	$ 3,625.00
37	360.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004) One DOLLARS AND fifty CENTS PER LF	$ 1.50	$ 540.00
38	750.00	LF	ELECT CONDR (NO. 4) INSULATED WIRE (Spec No. 620-6012) One DOLLARS AND Fifty CENTS PER LF	$ 1.50	$ 1,125.00
39	675.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014) One DOLLARS AND fifty CENTS PER LF	$ 1.50	$ 1,012.50

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
40	1.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6008) four thousand five hundred DOLLARS AND zero CENTS PER EA	$ 4,500.00	$ 4,500.00
41	2.00	EA	ELC SRV TY D 120/240 060 (NS) SS (N) PS (U) (Spec No. 628-6151) four thousand five hundred DOLLARS AND zero CENTS PER EA	$ 4,500.00	$ 9,000.00
42	75.00	CY	BACKFILL (TY A OR B) (Spec No. 134-6008) one hundred fifty DOLLARS AND zero CENTS PER CY	$ 150.00	$ 11,250.00
43	620.00	SF	RETAINING WALL (SPREAD FOOTING) (Spec No. 423-6005) sixty-eight DOLLARS AND fifty CENTS PER SF	$ 68.50	$ 42,470.00
44	805.00	SF	RETAINING WALL (STONE) (Spec No. 423-6006) fifty DOLLARS AND zero CENTS PER SF	$ 50.00	$ 40,250.00
45	653.00	SF	RETAINING WALL (CAST-IN-PLACE) (Spec No. 423-6008) fifty DOLLARS AND zero CENTS PER SF	$ 50.00	$ 32,650.00
46	1.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (CEDAR HILL) (Spec No. 1002-6001) Sixty five thousand DOLLARS AND zero CENTS PER EA	$ 65,000.00	$ 65,000.00
			TOTAL CEDAR HILL (VOLUME 2)		$ 1,280,148.85

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
DUNCANVILLE (VOLUME 3)					
47	3.07	AC	PREPARING ROW (Spec No. 100-6001 Fifty thousand DOLLARS AND zero CENTS PER AC	$50,000.00	$153,500.00
48	10,783.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024 two DOLLARS AND zero CENTS PER SY	$2.00	$21,566.00
49	1,382.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019 One DOLLARS AND fifty CENTS PER SY	$1.50	$2,073.00
50	69.00	SY	BLOCK SODDING (Spec No. 162-6002 twenty - five DOLLARS AND zero CENTS PER SY	$25.00	$1,725.00
51	1.00	LS	IRRIGATION SYSTEM (TY I) (Duncanville) (Spec No. 170-6002 eighty five thousand DOLLARS AND zero CENTS PER LS	$85,000.00	$85,000.00
52	1.00	LS	IRRIGATION SYSTEM (TY II) (Duncanville) (Spec No. 170-6003 eighty five thousand DOLLARS AND zero CENTS PER LS	$85,000.00	$85,000.00
53	1.00	LS	IRRIGATION SYSTEM (TY III) (Duncanville) (Spec No. 170-6004 Seventy five thousand DOLLARS AND zero CENTS PER LS	$75,000.00	$75,000.00
54	1.00	LS	IRRIGATION SYSTEM (TY IV) (Duncanville) (Spec No. 170-6005 Seventy five thousand DOLLARS AND zero CENTS PER LS	$75,000.00	$75,000.00
55	0.19	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002 Five thousand DOLLARS AND zero CENTS PER AC	$5,000.00	$950.00
56	0.09	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003 twelve - thousand DOLLARS AND zero CENTS PER AC	$12,000.00	$1,080.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
57	3,604.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002) eight DOLLARS AND zero CENTS PER EA	$ 8.00	$ 28,832.00
58	6,077.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003) twenty-one DOLLARS AND zero CENTS PER EA	$ 21.00	$ 127,617.00
59	1,969.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004) twenty five DOLLARS AND zero CENTS PER EA	$ 25.00	$ 49,225.00
60	10,783.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (3") (Spec No. 192-6013) two DOLLARS AND eighty-five CENTS PER SY	$ 2.85	$ 30,731.55
61	12,165.00	SY	PLANT BED PREPARATION (Spec No. 192-6016) three DOLLARS AND fifty CENTS PER SY	$ 3.50	$ 42,577.50
62	249.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026) five hundred twenty five DOLLARS AND zero CENTS PER EA	$ 525.00	$ 130,725.00
63	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001) two thousand DOLLARS AND zero CENTS PER MO	$ 2,000.00	$ 18,000.00
64	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6023) two thousand five hundred DOLLARS AND zero CENTS PER MO	$ 2,500.00	$ 22,500.00
65	234.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014) ninety-five DOLLARS AND CENTS PER CY	$ 95.00	$ 22,230.00
66	1.00	LS	MOBILIZATION (Spec No. 500-6001) Sixty seven thousand nine DOLLARS AND hundred fifty three CENTS PER LS zero	$ 67,953.00	$ 67,953.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
67	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6001 Three Thousand DOLLARS AND Zero CENTS PER MO	$ 3,000.00	$ 18,000.00
68	168.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020 twenty DOLLARS AND Zero CENTS PER SY	$ 20.00	$ 3,360.00
69	168.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024 Five DOLLARS AND Zero CENTS PER SY	$ 5.00	$ 840.00
70	3,843.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038 two DOLLARS AND Zero CENTS PER LF	$ 2.00	$ 7,686.00
71	3,843.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039 One DOLLARS AND Zero CENTS PER LF	$ 1.00	$ 3,843.00
72	368.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040 eight DOLLARS AND Zero CENTS PER LF	$ 8.00	$ 2,944.00
73	368.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043 One DOLLARS AND Zero CENTS PER LF	$ 1.00	$ 368.00
74	570.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033 thirty DOLLARS AND Zero CENTS PER LF	$ 30.00	$ 17,100.00
75	180.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014 Fifteen DOLLARS AND Zero CENTS PER LF	$ 15.00	$ 2,700.00
76	270.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023 fifteen DOLLARS AND Zero CENTS PER LF	$ 15.00	$ 4,050.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
77	510.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024 twenty five DOLLARS AND zero CENTS PER LF	$ 25.00	$ 12,750.00
78	510.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034 twenty nine DOLLARS AND zero CENTS PER LF	$ 29.00	$ 14,790.00
79	100.00	LF	CONDT (PVC) (SCH 80) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024 thirty DOLLARS AND zero CENTS PER LF	$ 30.00	$ 3,000.00
80	540.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004 One DOLLARS AND Fifty CENTS PER LF	$ 1.50	$ 810.00
81	450.00	LF	ELECT CONDR (NO. 4) INSULATED (Spec No. 620-6012 One DOLLARS AND fifty CENTS PER LF	$ 1.50	$ 675.00
82	660.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014 One DOLLARS AND Fifty CENTS PER LF	$ 1.50	$ 990.00
83	4.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6144 Four Five hundred DOLLARS AND zero CENTS PER EA	$ 4,500.00	$ 18,000.00
			TOTAL DUNCANVILLE (VOLUME 3)		$ 1,153,191.05

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
TOTAL DUNCANVILLE (VOLUME 3) (BID ALT 1)					
84	84.00	LF	DRILL SHAFT (24 IN) (Spec No. 416-6002) _____ DOLLARS AND _____ CENTS PER LF	$ 170.00	$ 14,280.00
85	2.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (DUNCANVILLE) (Spec No. 1002-6001) _____ DOLLARS AND _____ CENTS PER EA	$ 75,000.00	$ 150,000.00
			TOTAL DUNCANVILLE (VOLUME 3) (BID ALT 1)		$ 164,280.00

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other BIDDER, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Central North Construction, LLC

Address: 5970 Lindsey Lane

City, State, Zip Code: Allen, TX 75002

Phone: 469.569.9781 ; 972.442.1994

Fax: 972.442.2199

Authorized Rep. (Name): Jeremi - Jeremy Hendrix

Signature of Authorized Rep.: Jeremi

Position with Company: Senior Officer

E-Mail (if available) jhendrix@cnellc.org

EXCEPTIONS (IF ANY) FROM BID SPECIFICATIONS:

NONE

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

BUSINESS DIVERSITY

The City of Cedar Hill is committed to increasing participation by minority/woman-owned business enterprises ("M/WBE's") in all phases of its procurement processes and to support, to the greatest extent feasible, their efforts to compete for purchases of equipment, supplies, services, and construction-related services on a fair and equitable basis as either prime contractors or sub-contractors.

Contractors/s are to provide the opportunity for competent M/WBE subcontractors and/or suppliers to work under a prime contract. This form is to be completed by all respondents.

Bid/RFP/RFQ Number RFP-0008 Bid/RFP/RFQ Title US-67 Green Ribbon: Planting Irrisation Gateway

Name Central North Construction, LLC

Address 5940 Lindsy Lane Allen, Tx 75002

Complete the following questions:

☐ Yes ■ No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) who is a **non-minority woman**

If yes, ☐ WO – Women Owned (excludes women who identify as AA, AI, AP, BL, or HI women)

☐ Yes ■ No 51% or more of the company is owned, controlled and operated by a U.S. citizen(s) whose ethnic origin is:

- ☐ AA – Native American
- ☐ AI – Asian Indian
- ☐ AP – Asian Pacific American
- ☐ BL – Black American
- ☐ HI – Hispanic American

Gender ■ M - Male ☐ F - Female

☐ Yes ■ No The company has been **certified** as minority/woman-owned?

If yes, attach a copy of current certification document.

Expiration Date: _____

If yes, list all Certifying Agencies

- ☐ NCTRCA
- ☐ State of Texas HUB
- ☐ DFWMBC (Dallas Fort Worth Minority Business Council)
- ☐ Women's Business Council
- ☐ Other: _____

Does your firm have an internal supplier diversity program?

☐ Yes ■ No

If yes, please provide the program contact information:

Name

Phone Number

Title

E-mail Address

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

FINANCIAL STATEMENT

To Whom It May Concern:

Re: Central North Construction, LLC (Company Name) / Paul Anderton (Owner's Name)

We confirm the following details regarding Central North Construction (Company Name) and Paul Anderton (Owner's Name):

Initial the following statements:

P.A. I confirm that Central North Construction (Company Name) is in Good Standing* (Federal, State, and Local taxes).

P.A. I confirm that Central North Construction (Company Name) is permitted to do business in the State of Texas.

P.A. I confirm to the best of our knowledge that Central North Construction, LLC (Company Name) can pay all liabilities and is financially stable.

This information is true to the best of my knowledge and our business records can confirm if an independent inquiry is requested.

Should you require any additional information, please contact:

Jordan Henrie	972.442.1997	469.569.9781
(Name)	(Business Phone Number)	(Cell Phone Number)

To the best of my knowledge, I certify that the information on this form is true and correct.

[signature]	Jordan Henrie	Senior Officer	5/10/2021
Signature	Printed Name	Officer Title	Date

*The definition of **Good Standing** is no delinquent taxes and not debarred in the State of Texas or excluded from doing business with the federal government.

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

INSURANCE AGENT AFFIRMATION

TO BE COMPLETED BY THE RESPONDING COMPANY AND SUBMITTED WITH THE NOTED RFQ/RFP.

THIS DOCUMENT APPLIES ONLY TO THIS SOLICIATION AND IS NOT TO BE DUPLICATED OR RE-SUBMITTED FOR ANY OTHER RFQ.

Central North Construction, LLC
Name of Company Submitting the RFQ

I, Jordan Hendrix, affirm that the company listed above **CURRENTLY HAS**, by submission of the attached insurance certificate, the types of insurance in the respective amounts of coverage ***as specified in this Request for Submittals***.

I, Jordan Hendrix, affirm that the company listed above **HAS MADE ARRANGEMENTS TO OBTAIN** the types of insurance in the respective amounts of coverage **as specified in this Request for Submittal**s through the insurance agency named below.

Name of Insurance Agency: K & S Insurance

Address of Agency: 2255 Ridge Rd. Suite #333 City/State/Zip: Rockwall, Tx 75087

Telephone Number: 972-771-4071 Facsimile Number: "

Contact Name: tfierro@kandsins.com Email: Tony Fierro

NOTE: Once the contract is awarded, the City of Cedar Hill must be named as an additionally insured and you must provide a certificate in effect. The insurance must be obtained from a company or companies acceptable to the owner, licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A- (A minus)" or better, or the equivalent from any other rating system. In some cases, the solicitation may not call for insurance such as (professional services, equipment or other services). In the event the solicitation does not require a specified insurance, please mark N/A on each line and submit with the RFP/RFQ.

References

CEDAR HILL

Company must provide three (3) client references for which projects of a comparable nature, value, scope, and complexity have been performed by the Company.

a. ✓ References must be for contracts done in the name of the Company submitting a proposal.
b. ✓ References must be for contracts in progress or completed by Company; pending contracts are not acceptable.
c. ✓ References for contracts performed by Company as a subcontractor are not acceptable.
d. ✓ References for contracts performed by Company's staff while in the employment of another company are not acceptable.
e. ✓ The City of Cedar Hill is under no obligation to provide Companies a second opportunity to provide references.

The City of Cedar Hill seeks competent, qualified and experienced contractors and the reference information shown below is a critical factor in determining to whom a contract will be awarded to. **FAILURE TO PROVIDE ALL OF THE REQUESTED REFERENCE INFORMATION WITH YOUR PROPOSAL RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

Client Information	
Organization Name (Client):	City of Allen - Median Landscape / Lighting $2.5 million - Various
Contact Name:	Kevin Bates
Contact Title:	City engineer / PM
Phone Number:	214.509.4100
Email Address:	Kbates@cityofallen.org
Date Work was Completed	Fall 2019 or mark as in Progress ☐

Client Information	
Organization Name (Client):	City of Grapevine $1.4 Million - SH114 $700K - SH121/360
Contact Name:	Kathy Nelson
Contact Title:	Parks Project Manager
Phone Number:	817.410.3394
Email Address:	Knelson@grapevinetexas.gov
Date Work was Completed	Summer 2020 or mark as in Progress ☐

Client Information	
Organization Name (Client):	City of Murphy - Medians Landscape/Irrigation $1.5 Million
Contact Name:	Kenneth Lee
Contact Title:	Bond Manager
Phone Number:	972.468.4394
Email Address:	Klee@murphytx.org
Date Work was Completed	Summer 2020 or mark as in Progress ☐

CENTRAL NORTH
CONSTRUCTION, LLC

Central North Construction, LLC
5970 Linsey Lane
Allen, Texas 75002
Office: 972-442-1997
Fax: 972-442-2199
jhendrix@cncllc.org; panderton@cncllc.org
danaderton@cncllc.org; bvernon@cncllc.org

Qualifications of Bidder

A. LIST of six larger items of equipment which you own or which are available by renting, along with the source.

Equipment Owned:

1. **(1) Ditchwitch J-10 Directional Bore Machine**
2. **(6) Bobcat SkidSteer T-650**
3. **(3) Ditchwitch Trencher R-T45**
4. **(2) Bobcat Mini-Excavator I35E**
5. **(2) Takeuchi Excavator TB1140**
6. **(2) New Holland E-80 Excavator**
7. **(1) Finn Corp Hydro-Mulcher**
8. **(2) Concrete Mixer-Trucks**

Equipment Available for Renting: United Rentals 1533 N. McDonald Street McKinney, Texas

1. **Sky Track**
2. **Excavator**
3. **Dozer**
4. **Tub Grinder**
5. **Water Truck**
6. **Large Roto-Tiller**

a. Detailed resume of your experience showing similar projects to the project you have bid on, along with names, phone numbers, and addresses of a person familiar with the work described.

1. **City of Allen- Median Landscape/ Irrigation/ Hardscape & Light Pole Illumination Project**
   Location: Allen, Texas
   Contact: Kevin Bates Engineering Dept. 214-509-4100 kbates@cityofallen.org
   Contract Amount; $2.5 Million
   Completed: November 2019

CENTRAL NORTH
CONSTRUCTION, LLC

2. City of Murphy- Median Landscape/ Irrigation/ Hardscape Murphy Road, Heritage Parkway, McCreary Road, Betsy Road
   Location: Murphy, Texas
   Contact: Kenneth Lee Project Manager: 972-468-4394 klee@murphytx.org
   Contract Amount; $1.45 Million
   Completed: Current

3. TxDOT Denton County FM720 Landscape Medians Little Elm & FM1171 Flower Mound Median Landscape/ Irrigation Phase 1
   Location: Little Elm & Flower Mound, Texas
   Contact: Garry Peppard 940-205-8247 garry.peppard@txdot.gov
   Contract Amount: $1 Million
   Completed: November 2019

4. TxDOT Denton County FM1171 Median Landscape/ Irrigation Phase 2
   Location: Flower Mound, Texas
   Contact: Garry Peppard 940-205-8247 garry.peppard@txdot.gov
   Phase 2 Contract Amount: $900K
   Phase 2 Completed: Completed Feb 2020 (Under Veg Maint)

5. TxDOT Denton County FM-423 Median Landscape- Irrigation - Boring
   Location: The Colony, Texas
   Contact: Garry Peppard 940-205-8247 garry.peppard@txdot.gov
   Phase 2 Contract Amount: $746K
   Phase 2 Completed: Completed Feb 2020 (Under Veg Maint)

6. TxDOT SH-183 Baker Blvd. Landscape/ Irrigation Medians
   Location: North Richland Hills, Texas
   Contact: Ragle Inc. Jeff Sienkiewicz 815-258-9500 jsienkiewicz@ragleinc.com
   Phase 2 Contract Amount: $360K
   Phase 2 Completed: June 2019

7. TxDOT Tarrant County SH-26 Landscape/ Irrigation/ Hardscape Monument
   Location: North Richland Hills, Texas
   Contact: TxDOT Tarrant District Jaime Gomez 817-291-0479 jaime.gomez@txdot.gov
   Phase 2 Contract Amount: $338K
   Phase 2 Completed: June 2019

8. TxDOT Tarrant County US-377 Landscape/ Irrigation/ Hardscape
   Location: Wautaga, Texas
   Contact: TxDOT Tarrant District Jaime Gomez 817-291-0479 jaime.gomez@txdot.gov
   Phase 2 Contract Amount: $400K
   Phase 2 Completed: July 2019

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

NONE

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

NONE

7

N/A
Signature of person doing business with the governmental entity

NONE
Date

Amended 01/13/2006

BIDDER TO INSERT BID BOND HERE

LOBBYING CERTIFICATION
For
Grants, Contracts, Loans, and Interagency Cooperation Contracts

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Senior Officer
Title

Central North Construction, LLC
Agency

5/10/2021
Date

SECTION 02 45 48

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to $10,000.00 or imprisonment for up to 5 years, or both.

Central North Construction, LLC
[Typed Name of Company]

Jordan Henrix - Senior Officer
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

5/10/2021
[Date]

If unable to certify the above statement, explanation is attached.

END OF SECTION

SECTION 02 45 47

CERTIFICATION REGARDING CHILD SUPPORT

Under Section231.006, Family Code, the undersigned bidder certifies that the individual or business entity named in this bid (and any resulting contract) is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Signed this 10th day of May, 2021.

Central North Construction, LK
Name of Bidder

Signature of Bidder

Senior Officer
Title of Signatory

END OF SECTION

Section 00 45 36

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNTITY

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (INCLUDING ZIP CODE)

Central North Construction, LLC
5970 Lindsey Lane Allen, TX 75002

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☑ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes ☑ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF100.

☐ Yes ☑ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

NAME AND TITLE OF SIGNER (Please Type)

Jordan Hunnix
Senior Officer

DATE: 5/10/2021

SIGNATURE

Section 00 45 33

CERTIFICATION OF BIDDERS REGARDING SEGREGATED FACILITIES

Central North Construction, LLC
Name of Contractor

US-67 Green Ribbon Landscape Irrigation
Project Title

PW17-0008
Project Number

The undersigned hereby certifies that:

✓ (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Jordan Hendrix - Senior Officer
Name and Title of Signer (Type or Print)

Signature

5/11/2021
Date

CENTRAL NORTH
CONSTRUCTION, LLC

05-11-2021

Central North Construction, LLC certifies that the Bid Item Number,

Specification Item, Name of Pay Item, Estimated Quantity, Unit, Unit Price Bid, and Amount Bid shown on this electronic bid form for all of the bid items contained in this Bid Form are consistent with the Bid Form provided herein, and that its bid will be tabulated using these Unit Prices and no other information from this electronic bid form.

The Company further acknowledges and agrees the Total Bid Amount shown will be read as its Total Bid and further agrees that the official Total Bid Amount will be determined by multiplying the Unit Prices shown in the electronic bid form by the respective estimated quantities shown in the Bid Form and then totaling all of the extended amounts.

Jordan Hendrix
Senior Officer

Central North Construction, LLC
5970 Lindsey Lane
Allen, Texas 75002

Bond No. CBB0060047

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Central North Construction, LLC
5970 Lindsey Lane
Allen, TX 75002

SURETY:
(Name, legal status and principal place of business)

National American Insurance Company
PO Box 9
Chandler, OK 74834

OWNER:
(Name, legal status and address)

City of Cedar Hill
285 Uptown Blvd.
Cedar Hill, TX

City of Duncanville
203 E. Wheatland Rd.
Duncanville, TX

BOND AMOUNT: $ Five (5%) of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)

US 67 Ribbon: Planting, Irrigation and Gateway Monuments
Project NO: PW17-008

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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Signed and sealed this 11th day of May, 2021

(Witness)

(Principal) (Seal)

(Title)

(Surety)

(Witness) Secretary

David S. Salavitch, Attorney in Fact
(Title)

NATIONAL AMERICAN INSURANCE COMPANY CORPORATE SEAL OKLAHOMA

Init.

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2

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Bond No. CBB0060047

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed $4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26rd day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.
Signed and Sealed at the City of Chandler.

Dated the 11th **day of** May, 2021

R. Patrick Gilmore

R. Patrick Gilmore, Secretary

BID TABULATION
US 67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENT
CSJ: 0261-02-079 & 0261-02-080
DATE: 05-11-2021

CEDAR HILL (VOLUME 2) - *TxDOT FUNDED BID ITEMS*

				JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
ITEM NO.	***ESTIMATED QUANTITY***		***ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS***	***UNIT PRICE***	***TOTAL PRICE***	***UNIT PRICE***	***TOTAL PRICE***	***UNIT PRICE***	***TOTAL PRICE***	***UNIT PRICE***	***TOTAL PRICE***	***UNIT PRICE***	***TOTAL PRICE***
1	3.14	AC	PREPARING ROW (Spec No. 100-6001) DOLLARS AND CENTS PER AC	$ 15,000.00	$ 47,100.00	$ 13,324.84	$ 41,840.00	$ 20,525.00	$ 64,448.50	$ 50,000.00	$ 157,000.00	$ 5,000.00	$ 15,700.00
2	8,731.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024) DOLLARS AND CENTS PER SY	$ 4.00	$ 34,924.00	$ 2.60	$ 22,700.60	$ 7.00	$ 61,117.00	$ 2.00	$ 17,462.00	$ 3.00	$ 26,193.00
3	2,730.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019) DOLLARS AND CENTS PER SY	$ 4.00	$ 10,920.00	$ 2.00	$ 5,460.00	$ 4.00	$ 10,920.00	$ 1.50	$ 4,095.00	$ 3.00	$ 8,190.00
4	2,914.00	SY	BLOCK SODDING (Spec No. 162-6002) DOLLARS AND CENTS PER SY	$ 5.00	$ 14,570.00	$ 4.00	$ 11,656.00	$ 6.00	$ 17,484.00	$ 6.00	$ 17,484.00	$ 3.00	$ 8,742.00
5	1.00	LS	IRRIGATION SYSTEM (TY I) (Cedar Hill) (Spec No. 170-6002) DOLLARS AND CENTS PER LS	$ 32,200.00	$ 32,200.00	$ 77,700.00	$ 77,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 105,500.00	$ 105,500.00
6	1.00	LS	IRRIGATION SYSTEM (TY II) (Cedar Hill) (Spec No. 170-6003) DOLLARS AND CENTS PER LS	$ 34,500.00	$ 34,500.00	$ 80,700.00	$ 80,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 111,000.00	$ 111,000.00
7	1.00	LS	IRRIGATION SYSTEM (TY III) (Cedar Hill) (Spec No. 170-6004) DOLLARS AND CENTS PER LS	$ 40,250.00	$ 40,250.00	$ 103,700.00	$ 103,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 119,500.00	$ 119,500.00
8	0.42	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002) DOLLARS AND CENTS PER AC	$ 5,750.00	$ 2,415.00	$ 7,800.00	$ 3,276.00	$ 6,500.00	$ 2,730.00	$ 5,000.00	$ 2,100.00	$ 6,500.00	$ 2,730.00
9	0.15	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003) DOLLARS AND CENTS PER AC	$ 6,000.00	$ 900.00	$ 7,800.00	$ 1,170.00	$ 7,500.00	$ 1,125.00	$ 12,000.00	$ 1,800.00	$ 6,500.00	$ 975.00
10	10,004.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002) DOLLARS AND CENTS PER EA	$ 15.00	$ 150,060.00	$ 13.00	$ 130,052.00	$ 20.00	$ 200,080.00	$ 8.00	$ 80,032.00	$ 9.00	$ 90,036.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	1,043.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003) DOLLARS AND CENTS PER EA	$ 37.00	$ 38,591.00	$ 27.00	$ 28,161.00	$ 35.00	$ 36,505.00	$ 21.00	$ 21,903.00	$ 15.00	$ 15,645.00
12	1,904.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004) DOLLARS AND CENTS PER EA	$ 42.00	$ 79,968.00	$ 28.85	$ 54,930.40	$ 55.00	$ 104,720.00	$ 25.00	$ 47,600.00	$ 22.00	$ 41,888.00
13	1,360.00	EA	LANDSCAPE PLANTING (10 GAL) (Spec No. 192-6071) DOLLARS AND CENTS PER EA	$ 100.00	$ 136,000.00	$ 72.00	$ 97,920.00	$ 75.00	$ 102,000.00	$ 50.00	$ 68,000.00	$ 100.00	$ 136,000.00
14	8,731.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (Spec No. 192-6013) DOLLARS AND CENTS PER SY	$ 6.00	$ 52,386.00	$ 5.00	$ 43,655.00	$ 7.00	$ 61,117.00	$ 2.85	$ 24,883.35	$ 3.00	$ 26,193.00
15	11,461.00	SY	PLANT BED PREPARATION (Spec No. 192-6016) DOLLARS AND CENTS PER SY	$ 5.00	$ 57,305.00	$ 3.88	$ 44,468.68	$ 6.00	$ 68,766.00	$ 3.50	$ 40,113.50	$ 1.50	$ 17,191.50
16	74.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026) DOLLARS AND CENTS PER EA	$ 600.00	$ 44,400.00	$ 725.65	$ 53,698.10	$ 1,000.00	$ 74,000.00	$ 525.00	$ 38,850.00	$ 600.00	$ 44,400.00
17	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001) DOLLARS AND CENTS PER MO	$ 2,875.00	$ 25,875.00	$ 2,900.00	$ 26,100.00	$ 4,500.00	$ 40,500.00	$ 2,000.00	$ 18,000.00	$ 1,900.00	$ 17,100.00
18	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6014) DOLLARS AND CENTS PER MO	$ 1,035.00	$ 9,315.00	$ 2,700.00	$ 24,300.00	$ 5,500.00	$ 49,500.00	$ 2,500.00	$ 22,500.00	$ 825.00	$ 7,425.00
19	93.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014) DOLLARS AND CENTS PER CY	$ 195.00	$ 18,135.00	$ 249.00	$ 23,157.00	$ 180.00	$ 16,740.00	$ 95.00	$ 8,835.00	$ 120.00	$ 11,160.00
20	484.00	CY	RIPRAP (STONE COMMON) (DRY) (8 IN) (Spec No. 432-6015) DOLLARS AND CENTS PER CY	$ 200.00	$ 96,800.00	$ 232.00	$ 112,288.00	$ 180.00	$ 87,120.00	$ 95.00	$ 45,980.00	$ 120.00	$ 58,080.00
21	1.00	LS	MOBILIZATION (Spec No. 500-6001) DOLLARS AND CENTS PER LS	$ 95,000.00	$ 95,000.00	$ 55,000.00	$ 55,000.00	$ 70,000.00	$ 70,000.00	$ 68,856.00	$ 68,856.00	$ 67,862.26	$ 67,862.26

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6020) DOLLARS AND CENTS PER MO	$ 5,500.00	$ 33,000.00	$ 7,400.00	$ 44,400.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 15,834.53	$ 95,007.18
23	25.00	LF	ROCK FILTER DAMS (INSTALL) (TY 3) (Spec No. 506-6003) DOLLARS AND CENTS PER LF	$ 50.00	$ 1,250.00	$ 78.00	$ 1,950.00	$ 120.00	$ 3,000.00	$ 75.00	$ 1,875.00	$ 53.00	$ 1,325.00
24	25.00	LF	ROCK FILTER DAMS (REMOVE) (Spec No. 506-6011) DOLLARS AND CENTS PER LF	$ 20.00	$ 500.00	$ 38.00	$ 950.00	$ 50.00	$ 1,250.00	$ 5.00	$ 125.00	$ 9.15	$ 228.75
25	228.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020) DOLLARS AND CENTS PER SY	$ 25.00	$ 5,700.00	$ 13.00	$ 2,964.00	$ 18.00	$ 4,104.00	$ 20.00	$ 4,560.00	$ 22.00	$ 5,016.00
26	228.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024) DOLLARS AND CENTS PER SY	$ 15.00	$ 3,420.00	$ 6.00	$ 1,368.00	$ 5.00	$ 1,140.00	$ 5.00	$ 1,140.00	$ 9.00	$ 2,052.00
27	2,087.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038) DOLLARS AND CENTS PER LF	$ 2.00	$ 4,174.00	$ 3.00	$ 6,261.00	$ 4.00	$ 8,348.00	$ 2.00	$ 4,174.00	$ 2.25	$ 4,695.75
28	2,087.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039) DOLLARS AND CENTS PER LF	$ 1.00	$ 2,087.00	$ 1.00	$ 2,087.00	$ 2.00	$ 4,174.00	$ 1.00	$ 2,087.00	$ 0.75	$ 1,565.25
29	96.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040) DOLLARS AND CENTS PER LF	$ 8.00	$ 768.00	$ 4.00	$ 384.00	$ 3.50	$ 336.00	$ 8.00	$ 768.00	$ 3.50	$ 336.00
30	96.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043) DOLLARS AND CENTS PER LF	$ 3.00	$ 288.00	$ 2.00	$ 192.00	$ 1.50	$ 144.00	$ 1.00	$ 96.00	$ 1.00	$ 96.00
31	3,364.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033) DOLLARS AND CENTS PER LF	$ 35.00	$ 117,740.00	$ 24.00	$ 80,736.00	$ 18.00	$ 60,552.00	$ 30.00	$ 100,920.00	$ 22.00	$ 74,008.00
32	120.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014) DOLLARS AND CENTS PER LF	$ 8.00	$ 960.00	$ 6.00	$ 720.00	$ 10.00	$ 1,200.00	$ 11.75	$ 1,410.00	$ 6.00	$ 720.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	330.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023) DOLLARS AND CENTS PER LF	$ 10.00	$ 3,300.00	$ 9.00	$ 2,970.00	$ 12.00	$ 3,960.00	$ 11.75	$ 3,877.50	$ 9.50	$ 3,135.00
34	390.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024) DOLLARS AND CENTS PER LF	$ 25.00	$ 9,750.00	$ 26.00	$ 10,140.00	$ 30.00	$ 11,700.00	$ 18.00	$ 7,020.00	$ 25.00	$ 9,750.00
35	435.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034) DOLLARS AND CENTS PER LF	$ 28.00	$ 12,180.00	$ 28.00	$ 12,180.00	$ 42.00	$ 18,270.00	$ 28.00	$ 12,180.00	$ 30.00	$ 13,050.00
36	145.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024) DOLLARS AND CENTS PER LF	$ 30.00	$ 4,350.00	$ 27.00	$ 3,915.00	$ 30.00	$ 4,350.00	$ 25.00	$ 3,625.00	$ 25.00	$ 3,625.00
37	360.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004) DOLLARS AND CENTS PER LF	$ 2.00	$ 720.00	$ 3.00	$ 1,080.00	$ 4.00	$ 1,440.00	$ 1.50	$ 540.00	$ 30.00	$ 10,800.00
38	750.00	LF	ELECT CONDR (NO. 4) INSULATED WIRE (Spec No. 620-6012) DOLLARS AND CENTS PER LF	$ 2.50	$ 1,875.00	$ 4.50	$ 3,375.00	$ 4.00	$ 3,000.00	$ 1.50	$ 1,125.00	$ 27.00	$ 20,250.00
39	675.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014) DOLLARS AND CENTS PER LF	$ 3.00	$ 2,025.00	$ 6.00	$ 4,050.00	$ 4.00	$ 2,700.00	$ 1.50	$ 1,012.50	$ 1.50	$ 1,012.50
40	1.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6008) DOLLARS AND CENTS PER EA	$ 8,050.00	$ 8,050.00	$ 13,740.00	$ 13,740.00	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00
41	2.00	EA	ELC SRV TY D 120/240 060 (NS) SS (N) PS (U) (Spec No. 628-6151) DOLLARS AND CENTS PER EA	$ 8,050.00	$ 16,100.00	$ 12,400.00	$ 24,800.00	$ 7,500.00	$ 15,000.00	$ 4,500.00	$ 9,000.00	$ 7,500.00	$ 15,000.00
			TOTAL CEDAR HILL (VOLUME 2) - *TxDOT FUNDED BID ITEMS*		**$ 1,249,851.00**		**$ 1,260,194.78**		**$ 1,371,040.50**		**$ 1,088,528.85**		**$ 1,200,683.19**

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY UNIT PRICE	JB & COMPANY TOTAL PRICE	C. GREEN SCAPING, LP UNIT PRICE	C. GREEN SCAPING, LP TOTAL PRICE	A&B CONSTRUCTION, LLC UNIT PRICE	A&B CONSTRUCTION, LLC TOTAL PRICE	CENTRAL NORTH CONSTRUCTION, LLC UNIT PRICE	CENTRAL NORTH CONSTRUCTION, LLC TOTAL PRICE	PACHECO KOCH UNIT PRICE	PACHECO KOCH TOTAL PRICE
CEDAR HILL (VOLUME 2) - *CITY FUNDED BID ITEMS*													
ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	A&B CONSTRUCTION, LLC UNIT PRICE	A&B CONSTRUCTION, LLC TOTAL PRICE	C. GREEN SCAPING, LP UNIT PRICE	C. GREEN SCAPING, LP TOTAL PRICE	CENTRAL NORTH CONSTRUCTION, LLC UNIT PRICE	CENTRAL NORTH CONSTRUCTION, LLC TOTAL PRICE	JB & COMPANY UNIT PRICE	JB & COMPANY TOTAL PRICE	JB & COMPANY UNIT PRICE	JB & COMPANY TOTAL PRICE
42	75.00	CY	BACKFILL (TY A OR B) (Spec No. 134-6008) DOLLARS AND CENTS PER CY	$ 55.00	$ 4,125.00	$ 142.00	$ 10,650.00	$ 75.00	$ 5,625.00	$ 150.00	$ 11,250.00	$ 26.00	$ 1,950.00
43	620.00	SF	RETAINING WALL (SPREAD FOOTING) (Spec No. 423-6005) DOLLARS AND CENTS PER SF	$ 115.00	$ 71,300.00	$ 48.12	$ 29,834.40	$ 30.00	$ 18,600.00	$ 68.50	$ 42,470.00	$ 91.00	$ 56,420.00
44	805.00	SF	RETAINING WALL (STONE) (Spec No. 423-6006) DOLLARS AND CENTS PER SF	$ 50.00	$ 40,250.00	$ 37.74	$ 30,380.70	$ 40.00	$ 32,200.00	$ 50.00	$ 40,250.00	$ 75.00	$ 60,375.00
45	653.00	SF	RETAINING WALL (CAST-IN-PLACE) (Spec No. 423-6008) DOLLARS AND CENTS PER SF	$ 100.00	$ 65,300.00	$ 40.72	$ 26,590.16	$ 65.00	$ 42,445.00	$ 50.00	$ 32,650.00	$ 96.00	$ 62,688.00
46	1.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (CEDAR HILL) (Spec No. 1002-6001) DOLLARS AND CENTS PER EA	$ 45,000.00	$ 45,000.00	$ 78,020.00	$ 78,020.00	$ 45,250.00	$ 45,250.00	$ 65,000.00	$ 65,000.00	$ 137,000.00	$ 137,000.00
			TOTAL CEDAR HILL (VOLUME 2) - *CITY FUNDED BID ITEMS*	**$ 225,975.00**		**$ 175,475.26**		**$ 144,120.00**		**$ 191,620.00**			**$ 318,433.00**
DUNCANVILLE (VOLUME 3) - *TxDOT FUNDED BID ITEMS*													
ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
47	3.07	AC	PREPARING ROW (Spec No. 100-6001) DOLLARS AND CENTS PER AC	$ 15,000.00	$ 46,050.00	$ 13,335.50	$ 40,939.99	$ 20,500.00	$ 62,935.00	$ 50,000.00	$ 153,500.00	$ 5,000.00	$ 15,350.00
48	10,783.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024) DOLLARS AND CENTS PER SY	$ 4.00	$ 43,132.00	$ 2.60	$ 28,035.80	$ 7.00	$ 75,481.00	$ 2.00	$ 21,566.00	$ 3.00	$ 32,349.00
49	1,382.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019 DOLLARS AND CENTS PER SY	$ 4.00	$ 5,528.00	$ 2.00	$ 2,764.00	$ 4.00	$ 5,528.00	$ 1.50	$ 2,073.00	$ 3.00	$ 4,146.00
50	69.00	SY	BLOCK SODDING (Spec No. 162-6002 DOLLARS AND CENTS PER SY	$ 10.00	$ 690.00	$ 4.00	$ 276.00	$ 6.00	$ 414.00	$ 25.00	$ 1,725.00	$ 3.00	$ 207.00
51	1.00	LS	IRRIGATION SYSTEM (TY I) (Duncanville) (Spec No. 170-6002 DOLLARS AND CENTS PER LS	$ 35,650.00	$ 35,650.00	$ 48,800.00	$ 48,800.00	$ 35,250.00	$ 35,250.00	$ 85,000.00	$ 85,000.00	$ 90,000.00	$ 90,000.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
52	1.00	LS	IRRIGATION SYSTEM (TY II) (Duncanville) (Spec No. 170-6003 DOLLARS AND CENTS PER LS	$ 39,100.00	$ 39,100.00	$ 131,800.00	$ 131,800.00	$ 40,250.00	$ 40,250.00	$ 85,000.00	$ 85,000.00	$ 125,000.00	$ 125,000.00
53	1.00	LS	IRRIGATION SYSTEM (TY III) (Duncanville) (Spec No. 170-6004 DOLLARS AND CENTS PER LS	$ 57,000.00	$ 57,000.00	$ 75,800.00	$ 75,800.00	$ 42,500.00	$ 42,500.00	$ 75,000.00	$ 75,000.00	$ 185,000.00	$ 185,000.00
54	1.00	LS	IRRIGATION SYSTEM (TY IV) (Duncanville) (Spec No. 170-6005 DOLLARS AND CENTS PER LS	$ 26,000.00	$ 26,000.00	$ 45,800.00	$ 45,800.00	$ 43,500.00	$ 43,500.00	$ 75,000.00	$ 75,000.00	$ 55,850.00	$ 55,850.00
55	0.19	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002 DOLLARS AND CENTS PER AC	$ 6,000.00	$ 1,140.00	$ 7,800.00	$ 1,482.00	$ 6,500.00	$ 1,235.00	$ 5,000.00	$ 950.00	$ 6,500.00	$ 1,235.00
56	0.09	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003 DOLLARS AND CENTS PER AC	$ 6,000.00	$ 540.00	$ 7,800.00	$ 702.00	$ 7,500.00	$ 675.00	$ 12,000.00	$ 1,080.00	$ 6,500.00	$ 585.00
57	3,604.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002 DOLLARS AND CENTS PER EA	$ 15.00	$ 54,060.00	$ 13.00	$ 46,852.00	$ 20.00	$ 72,080.00	$ 8.00	$ 28,832.00	$ 9.00	$ 32,436.00
58	6,077.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003 DOLLARS AND CENTS PER EA	$ 37.00	$ 224,849.00	$ 28.13	$ 170,946.01	$ 35.00	$ 212,695.00	$ 21.00	$ 127,617.00	$ 15.00	$ 91,155.00
59	1,969.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004 DOLLARS AND CENTS PER EA	$ 41.00	$ 80,729.00	$ 27.41	$ 53,970.29	$ 55.00	$ 108,295.00	$ 25.00	$ 49,225.00	$ 22.00	$ 43,318.00
60	10,783.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (Spec No. 192-6013 DOLLARS AND CENTS PER SY	$ 6.00	$ 64,698.00	$ 5.00	$ 53,915.00	$ 7.00	$ 75,481.00	$ 2.85	$ 30,731.55	$ 3.00	$ 32,349.00
61	12,165.00	SY	PLANT BED PREPARATION (Spec No. 192-6016 DOLLARS AND CENTS PER SY	$ 5.50	$ 66,907.50	$ 3.95	$ 48,051.75	$ 6.00	$ 72,990.00	$ 3.50	$ 42,577.50	$ 1.50	$ 18,247.50
62	249.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026 DOLLARS AND CENTS PER EA	$ 600.00	$ 149,400.00	$ 725.50	$ 180,649.50	$ 1,000.00	$ 249,000.00	$ 525.00	$ 130,725.00	$ 600.00	$ 149,400.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
63	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001 DOLLARS AND CENTS PER MO	$ 2,875.00	$ 25,875.00	$ 3,300.00	$ 29,700.00	$ 4,500.00	$ 40,500.00	$ 2,000.00	$ 18,000.00	$ 1,900.00	$ 17,100.00
64	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6023 DOLLARS AND CENTS PER MO	$ 1,380.00	$ 12,420.00	$ 4,300.00	$ 38,700.00	$ 5,500.00	$ 49,500.00	$ 2,500.00	$ 22,500.00	$ 825.00	$ 7,425.00
65	234.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014 DOLLARS AND CENTS PER CY	$ 175.00	$ 40,950.00	$ 249.00	$ 58,266.00	$ 180.00	$ 42,120.00	$ 95.00	$ 22,230.00	$ 120.00	$ 28,080.00
66	1.00	LS	MOBILIZATION (Spec No. 500-6001 DOLLARS AND CENTS PER LS	$ 95,000.00	$ 95,000.00	$ 52,000.00	$ 52,000.00	$ 70,000.00	$ 70,000.00	$ 67,953.00	$ 67,953.00	$ 70,000.00	$ 70,000.00
67	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6001 DOLLARS AND CENTS PER MO	$ 5,200.00	$ 31,200.00	$ 7,400.00	$ 44,400.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 15,400.00	$ 92,400.00
68	168.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020 DOLLARS AND CENTS PER SY	$ 25.00	$ 4,200.00	$ 13.00	$ 2,184.00	$ 18.00	$ 3,024.00	$ 20.00	$ 3,360.00	$ 22.00	$ 3,696.00
69	168.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024 DOLLARS AND CENTS PER SY	$ 15.00	$ 2,520.00	$ 6.00	$ 1,008.00	$ 5.00	$ 840.00	$ 5.00	$ 840.00	$ 9.00	$ 1,512.00
70	3,843.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038 DOLLARS AND CENTS PER LF	$ 2.00	$ 7,686.00	$ 3.00	$ 11,529.00	$ 4.00	$ 15,372.00	$ 2.00	$ 7,686.00	$ 2.25	$ 8,646.75
71	3,843.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039 DOLLARS AND CENTS PER LF	$ 1.00	$ 3,843.00	$ 1.00	$ 3,843.00	$ 2.00	$ 7,686.00	$ 1.00	$ 3,843.00	$ 0.75	$ 2,882.25
72	368.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040 DOLLARS AND CENTS PER LF	$ 8.00	$ 2,944.00	$ 4.00	$ 1,472.00	$ 3.50	$ 1,288.00	$ 8.00	$ 2,944.00	$ 3.50	$ 1,288.00
73	368.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043 DOLLARS AND CENTS PER LF	$ 1.00	$ 368.00	$ 2.00	$ 736.00	$ 1.50	$ 552.00	$ 1.00	$ 368.00	$ 1.00	$ 368.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
74	570.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033 DOLLARS AND CENTS PER LF	$ 35.00	$ 19,950.00	$ 24.00	$ 13,680.00	$ 18.00	$ 10,260.00	$ 30.00	$ 17,100.00	$ 22.00	$ 12,540.00
75	180.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014 DOLLARS AND CENTS PER LF	$ 7.48	$ 1,345.50	$ 6.00	$ 1,080.00	$ 10.00	$ 1,800.00	$ 15.00	$ 2,700.00	$ 6.00	$ 1,080.00
76	270.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023 DOLLARS AND CENTS PER LF	$ 11.00	$ 2,970.00	$ 9.00	$ 2,430.00	$ 12.00	$ 3,240.00	$ 15.00	$ 4,050.00	$ 9.50	$ 2,565.00
77	510.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024 DOLLARS AND CENTS PER LF	$ 25.00	$ 12,750.00	$ 26.00	$ 13,260.00	$ 40.00	$ 20,400.00	$ 25.00	$ 12,750.00	$ 25.00	$ 12,750.00
78	510.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034 DOLLARS AND CENTS PER LF	$ 28.00	$ 14,280.00	$ 28.00	$ 14,280.00	$ 60.00	$ 30,600.00	$ 29.00	$ 14,790.00	$ 30.00	$ 15,300.00
79	100.00	LF	CONDT (PVC) (SCH 80) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024 DOLLARS AND CENTS PER LF	$ 25.00	$ 2,500.00	$ 27.00	$ 2,700.00	$ 40.00	$ 4,000.00	$ 30.00	$ 3,000.00	$ 30.00	$ 3,000.00
80	540.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004 DOLLARS AND CENTS PER LF	$ 1.15	$ 621.00	$ 3.00	$ 1,620.00	$ 4.00	$ 2,160.00	$ 1.50	$ 810.00	$ 1.50	$ 810.00
81	450.00	LF	ELECT CONDR (NO. 4) INSULATED (Spec No. 620-6012 DOLLARS AND CENTS PER LF	$ 2.50	$ 1,125.00	$ 4.50	$ 2,025.00	$ 4.00	$ 1,800.00	$ 1.50	$ 675.00	$ 2.00	$ 900.00
82	660.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014 DOLLARS AND CENTS PER LF	$ 2.30	$ 1,518.00	$ 6.00	$ 3,960.00	$ 4.00	$ 2,640.00	$ 1.50	$ 990.00	$ 2.00	$ 1,320.00
83	4.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6144 DOLLARS AND CENTS PER EA	$ 8,050.00	$ 32,200.00	$ 12,770.00	$ 51,080.00	$ 7,500.00	$ 30,000.00	$ 4,500.00	$ 18,000.00	$ 7,500.00	$ 30,000.00
TOTAL DUNCANVILLE (VOLUME 3) - *TxDOT FUNDED BID ITEMS*					**$ 1,211,739.00**		**$ 1,280,737.34**		**$ 1,466,091.00**		**$ 1,153,191.05**		**$ 1,190,290.50**

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
DUNCANVILLE (BID ALT 1) - *CITY FUNDED BID ITEMS*													
ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
84	84.00	LF	DRILL SHAFT (24 IN) (Spec No. 416-6002) _____ DOLLARS AND _____ CENTS PER LF	$ 220.00	$ 18,480.00	$ 264.00	$ 22,176.00	$ 250.00	$ 21,000.00	$ 170.00	$ 14,280.00	$ 150.00	$ 12,600.00
85	2.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (DUNCANVILLE) (Spec No. 1002-6001) _____ DOLLARS AND _____ CENTS PER EA	$ 65,000.00	$ 130,000.00	$ 58,900.00	$ 117,800.00	$ 55,000.00	$ 110,000.00	$ 75,000.00	$ 150,000.00	$ 185,000.00	$ 370,000.00
TOTAL DUNCANVILLE (BID ALT 1) - *CITY FUNDED BID ITEMS*					**$ 148,480.00**		**$ 139,976.00**		**$ 131,000.00**		**$ 164,280.00**		**$ 382,600.00**
CEDAR HILL (VOLUME 2) - TxDOT FUNDED BID ITEMS					**$ 1,249,851.00**		**$ 1,260,194.78**		**$ 1,371,040.50**		**$ 1,088,528.85**		**$ 1,200,683.19**
CEDAR HILL (VOLUME 2) - CITY FUNDED BID ITEMS					$ 225,975.00		$ 175,475.26		$ 144,120.00		$ 191,620.00		$ 318,433.00
DUNCANVILLE (VOLUME 3) - TxDOT FUNDED BID ITEMS					**$ 1,211,739.00**		**$ 1,280,737.34**		**$ 1,466,091.00**		**$ 1,153,191.05**		**$ 1,190,290.50**
DUNCANVILLE (BID ALT 1) - CITY FUNDED BID ITEMS					$ 148,480.00		$ 139,976.00		$ 131,000.00		$ 164,280.00		$ 382,600.00
GRAND TOTAL					**$ 2,836,045.00**		**$ 2,856,383.37**		**$ 3,112,251.50**		**$ 2,597,619.90**		**$ 3,092,006.69**

Bid Bond	X		X		X		X		
Conflict of Interest Questionaire	X		X		X		X		
Business Diversity Form	X		X		X		X		
Financial Statement Form	X		X		X		X		
Insurance Agent Affirmation Form	X		X		X		X		
Reference Form	X		X		X		X		
Non-Collusion Statement	X		X		X		X		
Bid Forms	X		X		X		X		

DocuSign Envelope ID: 7D05C8F4-7464-4D2F-98DD-E49F761D0C86

Texas Department of Transportation

MEMO

June 22, 2021

To: William L. Hale, P.E., Chief Engineer

Through: C. Michael Lee, P.E., Director of Engineering & Safety Operations

DocuSigned by: C. Michael Lee, P.E. 776FBF9169644EA...

From: Duane S. Milligan, P.E., Construction Division Director

DocuSigned by: 361344A1074C486...

Subject: Award of Local Government Project, Dallas County

Control: 0261-02-079
Project: F 2021(498)
Highway: US 67
Dallas County

The above referenced project has been reviewed. The City of Duncanville (CSJ 0261-02-080) is included with Cedar Hill (CSJ 0261-02-079). Cedar Hill will be the controlling, contracting, and managing City. The City of Cedar Hill and the Dallas District recommend awarding the contract to Central North Construction, LLC. The total amount of the low bid was $2,597,619.90, which is 16 percent under the engineer's estimate of $3,092,006.69. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City is responsible for any costs above the maximum authorized federal amount.

There is one added alternate in this project. City of Duncanville added Landscape Amenity (Icon Monument).

Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

DocuSigned by: William L. Hale 6/22/2021 B9775932E4FB44F...

I concur with the recommendation to award.
Approved

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

RESOLUTION NO. 2021-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONCURRING WITH THE CITY OF CEDAR HILL'S RECOMMENDATION TO AWARD THE U. S. 67 GREEN RIBBON PLANTING, IRRIGATION AND GATEWAY MONUMENT PROJECT (CSJ-0261-02-079 AND CSJ-0261-02-080) FOR CONSTRUCTION AND INSTALLATION OF LANDSCAPING, IRRIGATION AND GATEWAY MONUMENT IMPROVEMENTS WITHIN TXDOT RIGHT-OF-WAY, ALONG THE U. S. 67 CORRIDOR, FROM THE EAST SIDE OF COCKRELL HILL ROAD IN DUNCANVILLE, TEXAS TO BELTLINE ROAD IN THE CITY OF CEDAR HILL, TEXAS, TO CENTRAL NORTH CONSTRUCTION, LLC, IN THE GRAND TOTAL AMOUNT OF $2,987,262.88; AND, AUTHORIZING FUNDING IN THE AMOUNT OF $139,976.00 FOR CONSTRUCTION OF THE TWO DUNCANVILLE GATEWAY MONUMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In 2017, the City of Duncanville and the City of Cedar Hill jointly received $486,000 in Green Ribbon Grant funds from TXDOT for construction of landscape and irrigation improvements within TXDOT right-of-way at the intersection of U.S. Highway 67 and Wintergreen Road. Duncanville's improvements will be constructed on the northbound side of U.S. Highway 67, just northeast of the intersection of U.S. Highway 67 and Wintergreen Road. Cedar Hill's improvements at Wintergreen Road will be located on the southbound side of U.S. Highway 67, just southwest of the intersection. In 2019, the City of Duncanville received another Green Ribbon grant in the amount of $1,000,000 for landscape and irrigation improvements to be constructed extending just north of the intersection of U.S. Highway 67 and Cockrell Hill Road. In 2019, the City of Cedar Hill received a grant in the amount of $979,544 to create a landscape focal area at F.M. 1382; and,

WHEREAS, The Green Ribbon improvements for both cities were designed to TXDOT's standards and approved by TXDOT. The City of Cedar Hill is taking the lead on bidding, construction award and construction of the Green Ribbon construction project per agreement with the City of Duncanville; and,

WHEREAS, The Green Ribbon construction project was approved for readvertisement and bid in April 2021. Upon bid opening on May 11, 2021, the City of Cedar Hill received four responsive bids for the project. The lowest, responsive bid was received from Central North Construction, LLC, in the amount of $2,597,619.90. The bid and references were reviewed by Cedar Hill, Duncanville and Pacheco Koch (design engineer); and,

WHEREAS, Cedar Hill has recommended that Central North Construction, LLC, be awarded the construction project for a total project construction cost budget of $2,987,262.88 which includes a 15% contingency in the amount of $389,642.98. TXDOT

concurs with the bid recommendation. TXDOT will only fund the landscaping and irrigation improvements up to amount not to exceed $2,964,720.44. Both cities will fund the gateway monument cost with capital funds; and,

WHEREAS, Included in the bid is $139,976.00 in funding for Duncanville's two gateway monuments to be located at the: (1) northeast of the intersection of U.S. Highway 67 and Wintergreen Road; and, (2) northeast of the intersection of U.S. Highway 67 and Cockrell Hill Road. Funding for the monuments is budgeted in the City's General Fund, One Time Fund, in Fiscal Year 2020-2021.

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

SECTION 1. The City Council of the City of Duncanville, Texas concurs with the City of Cedar Hill, Texas' recommendation to award the U. S. 67 Green Ribbon Planting, Irrigation and Gateway Monument Project bid to Central North Construction, LLC, lowest responsible bidder, in the grand total amount of $2,987,262.88 for construction and installation of landscaping, irrigation and gateway monument improvements within TXDOT right-of-way, along the U.S. Highway 67 corridor, from eastside Cockrell Hill Road in Duncanville, Texas to Beltline Road in the city of Cedar Hill, Texas; and, authorizing funding in the amount of $139,976.00 for construction of Duncanville's two gateway monuments.

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

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 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

BID TABULATION
US 67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENT
CSJ: 0261-02-079 & 0261-02-080
DATE: 05-11-2021

CEDAR HILL (VOLUME 2) - *TxDOT FUNDED BID ITEMS*

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	3.14	AC	PREPARING ROW (Spec No. 100-6001) DOLLARS AND CENTS PER AC	$ 15,000.00	$ 47,100.00	$ 13,324.84	$ 41,840.00	$ 20,525.00	$ 64,448.50	$ 50,000.00	$ 157,000.00	$ 5,000.00	$ 15,700.00
2	8,731.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024) DOLLARS AND CENTS PER SY	$ 4.00	$ 34,924.00	$ 2.60	$ 22,700.60	$ 7.00	$ 61,117.00	$ 2.00	$ 17,462.00	$ 3.00	$ 26,193.00
3	2,730.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019) DOLLARS AND CENTS PER SY	$ 4.00	$ 10,920.00	$ 2.00	$ 5,460.00	$ 4.00	$ 10,920.00	$ 1.50	$ 4,095.00	$ 3.00	$ 8,190.00
4	2,914.00	SY	BLOCK SODDING (Spec No. 162-6002) DOLLARS AND CENTS PER SY	$ 5.00	$ 14,570.00	$ 4.00	$ 11,656.00	$ 6.00	$ 17,484.00	$ 6.00	$ 17,484.00	$ 3.00	$ 8,742.00
5	1.00	LS	IRRIGATION SYSTEM (TY I) (Cedar Hill) (Spec No. 170-6002) DOLLARS AND CENTS PER LS	$ 32,200.00	$ 32,200.00	$ 77,700.00	$ 77,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 105,500.00	$ 105,500.00
6	1.00	LS	IRRIGATION SYSTEM (TY II) (Cedar Hill) (Spec No. 170-6003) DOLLARS AND CENTS PER LS	$ 34,500.00	$ 34,500.00	$ 80,700.00	$ 80,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 111,000.00	$ 111,000.00
7	1.00	LS	IRRIGATION SYSTEM (TY III) (Cedar Hill) (Spec No. 170-6004) DOLLARS AND CENTS PER LS	$ 40,250.00	$ 40,250.00	$ 103,700.00	$ 103,700.00	$ 40,000.00	$ 40,000.00	$ 75,000.00	$ 75,000.00	$ 119,500.00	$ 119,500.00
8	0.42	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002) DOLLARS AND CENTS PER AC	$ 5,750.00	$ 2,415.00	$ 7,800.00	$ 3,276.00	$ 6,500.00	$ 2,730.00	$ 5,000.00	$ 2,100.00	$ 6,500.00	$ 2,730.00
9	0.15	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003) DOLLARS AND CENTS PER AC	$ 6,000.00	$ 900.00	$ 7,800.00	$ 1,170.00	$ 7,500.00	$ 1,125.00	$ 12,000.00	$ 1,800.00	$ 6,500.00	$ 975.00
10	10,004.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002) DOLLARS AND CENTS PER EA	$ 15.00	$ 150,060.00	$ 13.00	$ 130,052.00	$ 20.00	$ 200,080.00	$ 8.00	$ 80,032.00	$ 9.00	$ 90,036.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	1,043.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003) DOLLARS AND CENTS PER EA	$ 37.00	$ 38,591.00	$ 27.00	$ 28,161.00	$ 35.00	$ 36,505.00	$ 21.00	$ 21,903.00	$ 15.00	$ 15,645.00
12	1,904.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004) DOLLARS AND CENTS PER EA	$ 42.00	$ 79,968.00	$ 28.85	$ 54,930.40	$ 55.00	$ 104,720.00	$ 25.00	$ 47,600.00	$ 22.00	$ 41,888.00
13	1,360.00	EA	LANDSCAPE PLANTING (10 GAL) (Spec No. 192-6071) DOLLARS AND CENTS PER EA	$ 100.00	$ 136,000.00	$ 72.00	$ 97,920.00	$ 75.00	$ 102,000.00	$ 50.00	$ 68,000.00	$ 100.00	$ 136,000.00
14	8,731.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (Spec No. 192-6013) DOLLARS AND CENTS PER SY	$ 6.00	$ 52,386.00	$ 5.00	$ 43,655.00	$ 7.00	$ 61,117.00	$ 2.85	$ 24,883.35	$ 3.00	$ 26,193.00
15	11,461.00	SY	PLANT BED PREPARATION (Spec No. 192-6016) DOLLARS AND CENTS PER SY	$ 5.00	$ 57,305.00	$ 3.88	$ 44,468.68	$ 6.00	$ 68,766.00	$ 3.50	$ 40,113.50	$ 1.50	$ 17,191.50
16	74.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026) DOLLARS AND CENTS PER EA	$ 600.00	$ 44,400.00	$ 725.65	$ 53,698.10	$ 1,000.00	$ 74,000.00	$ 525.00	$ 38,850.00	$ 600.00	$ 44,400.00
17	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001) DOLLARS AND CENTS PER MO	$ 2,875.00	$ 25,875.00	$ 2,900.00	$ 26,100.00	$ 4,500.00	$ 40,500.00	$ 2,000.00	$ 18,000.00	$ 1,900.00	$ 17,100.00
18	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6014) DOLLARS AND CENTS PER MO	$ 1,035.00	$ 9,315.00	$ 2,700.00	$ 24,300.00	$ 5,500.00	$ 49,500.00	$ 2,500.00	$ 22,500.00	$ 825.00	$ 7,425.00
19	93.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014) DOLLARS AND CENTS PER CY	$ 195.00	$ 18,135.00	$ 249.00	$ 23,157.00	$ 180.00	$ 16,740.00	$ 95.00	$ 8,835.00	$ 120.00	$ 11,160.00
20	484.00	CY	RIPRAP (STONE COMMON) (DRY) (8 IN) (Spec No. 432-6015) DOLLARS AND CENTS PER CY	$ 200.00	$ 96,800.00	$ 232.00	$ 112,288.00	$ 180.00	$ 87,120.00	$ 95.00	$ 45,980.00	$ 120.00	$ 58,080.00
21	1.00	LS	MOBILIZATION (Spec No. 500-6001) DOLLARS AND CENTS PER LS	$ 95,000.00	$ 95,000.00	$ 55,000.00	$ 55,000.00	$ 70,000.00	$ 70,000.00	$ 68,856.00	$ 68,856.00	$ 67,862.26	$ 67,862.26

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6020) DOLLARS AND CENTS PER MO	$ 5,500.00	$ 33,000.00	$ 7,400.00	$ 44,400.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 15,834.53	$ 95,007.18
23	25.00	LF	ROCK FILTER DAMS (INSTALL) (TY 3) (Spec No. 506-6003) DOLLARS AND CENTS PER LF	$ 50.00	$ 1,250.00	$ 78.00	$ 1,950.00	$ 120.00	$ 3,000.00	$ 75.00	$ 1,875.00	$ 53.00	$ 1,325.00
24	25.00	LF	ROCK FILTER DAMS (REMOVE) (Spec No. 506-6011) DOLLARS AND CENTS PER LF	$ 20.00	$ 500.00	$ 38.00	$ 950.00	$ 50.00	$ 1,250.00	$ 5.00	$ 125.00	$ 9.15	$ 228.75
25	228.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020) DOLLARS AND CENTS PER SY	$ 25.00	$ 5,700.00	$ 13.00	$ 2,964.00	$ 18.00	$ 4,104.00	$ 20.00	$ 4,560.00	$ 22.00	$ 5,016.00
26	228.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024) DOLLARS AND CENTS PER SY	$ 15.00	$ 3,420.00	$ 6.00	$ 1,368.00	$ 5.00	$ 1,140.00	$ 5.00	$ 1,140.00	$ 9.00	$ 2,052.00
27	2,087.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038) DOLLARS AND CENTS PER LF	$ 2.00	$ 4,174.00	$ 3.00	$ 6,261.00	$ 4.00	$ 8,348.00	$ 2.00	$ 4,174.00	$ 2.25	$ 4,695.75
28	2,087.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039) DOLLARS AND CENTS PER LF	$ 1.00	$ 2,087.00	$ 1.00	$ 2,087.00	$ 2.00	$ 4,174.00	$ 1.00	$ 2,087.00	$ 0.75	$ 1,565.25
29	96.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040) DOLLARS AND CENTS PER LF	$ 8.00	$ 768.00	$ 4.00	$ 384.00	$ 3.50	$ 336.00	$ 8.00	$ 768.00	$ 3.50	$ 336.00
30	96.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043) DOLLARS AND CENTS PER LF	$ 3.00	$ 288.00	$ 2.00	$ 192.00	$ 1.50	$ 144.00	$ 1.00	$ 96.00	$ 1.00	$ 96.00
31	3,364.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033) DOLLARS AND CENTS PER LF	$ 35.00	$ 117,740.00	$ 24.00	$ 80,736.00	$ 18.00	$ 60,552.00	$ 30.00	$ 100,920.00	$ 22.00	$ 74,008.00
32	120.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014) DOLLARS AND CENTS PER LF	$ 8.00	$ 960.00	$ 6.00	$ 720.00	$ 10.00	$ 1,200.00	$ 11.75	$ 1,410.00	$ 6.00	$ 720.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	330.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023) DOLLARS AND CENTS PER LF	$ 10.00	$ 3,300.00	$ 9.00	$ 2,970.00	$ 12.00	$ 3,960.00	$ 11.75	$ 3,877.50	$ 9.50	$ 3,135.00
34	390.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024) DOLLARS AND CENTS PER LF	$ 25.00	$ 9,750.00	$ 26.00	$ 10,140.00	$ 30.00	$ 11,700.00	$ 18.00	$ 7,020.00	$ 25.00	$ 9,750.00
35	435.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034) DOLLARS AND CENTS PER LF	$ 28.00	$ 12,180.00	$ 28.00	$ 12,180.00	$ 42.00	$ 18,270.00	$ 28.00	$ 12,180.00	$ 30.00	$ 13,050.00
36	145.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024) DOLLARS AND CENTS PER LF	$ 30.00	$ 4,350.00	$ 27.00	$ 3,915.00	$ 30.00	$ 4,350.00	$ 25.00	$ 3,625.00	$ 25.00	$ 3,625.00
37	360.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004) DOLLARS AND CENTS PER LF	$ 2.00	$ 720.00	$ 3.00	$ 1,080.00	$ 4.00	$ 1,440.00	$ 1.50	$ 540.00	$ 30.00	$ 10,800.00
38	750.00	LF	ELECT CONDR (NO. 4) INSULATED WIRE (Spec No. 620-6012) DOLLARS AND CENTS PER LF	$ 2.50	$ 1,875.00	$ 4.50	$ 3,375.00	$ 4.00	$ 3,000.00	$ 1.50	$ 1,125.00	$ 27.00	$ 20,250.00
39	675.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014) DOLLARS AND CENTS PER LF	$ 3.00	$ 2,025.00	$ 6.00	$ 4,050.00	$ 4.00	$ 2,700.00	$ 1.50	$ 1,012.50	$ 1.50	$ 1,012.50
40	1.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6008) DOLLARS AND CENTS PER EA	$ 8,050.00	$ 8,050.00	$ 13,740.00	$ 13,740.00	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00
41	2.00	EA	ELC SRV TY D 120/240 060 (NS) SS (N) PS (U) (Spec No. 628-6151) DOLLARS AND CENTS PER EA	$ 8,050.00	$ 16,100.00	$ 12,400.00	$ 24,800.00	$ 7,500.00	$ 15,000.00	$ 4,500.00	$ 9,000.00	$ 7,500.00	$ 15,000.00
			TOTAL CEDAR HILL (VOLUME 2) - *TxDOT FUNDED BID ITEMS*		**$ 1,249,851.00**		**$ 1,260,194.78**		**$ 1,371,040.50**		**$ 1,088,528.85**		**$ 1,200,683.19**

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY UNIT PRICE	JB & COMPANY TOTAL PRICE	C. GREEN SCAPING, LP UNIT PRICE	C. GREEN SCAPING, LP TOTAL PRICE	A&B CONSTRUCTION, LLC UNIT PRICE	A&B CONSTRUCTION, LLC TOTAL PRICE	CENTRAL NORTH CONSTRUCTION, LLC UNIT PRICE	CENTRAL NORTH CONSTRUCTION, LLC TOTAL PRICE	PACHECO KOCH UNIT PRICE	PACHECO KOCH TOTAL PRICE
CEDAR HILL (VOLUME 2) - *CITY FUNDED BID ITEMS*													
ITEM NO.	**ESTIMATED QUANTITY**		**ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS**	**A&B CONSTRUCTION, LLC UNIT PRICE**	**A&B CONSTRUCTION, LLC TOTAL PRICE**	**C. GREEN SCAPING, LP UNIT PRICE**	**C. GREEN SCAPING, LP TOTAL PRICE**	**CENTRAL NORTH CONSTRUCTION, LLC UNIT PRICE**	**CENTRAL NORTH CONSTRUCTION, LLC TOTAL PRICE**	**JB & COMPANY UNIT PRICE**	**JB & COMPANY TOTAL PRICE**	**JB & COMPANY UNIT PRICE**	**JB & COMPANY TOTAL PRICE**
42	75.00	CY	BACKFILL (TY A OR B) (Spec No. 134-6008) DOLLARS AND CENTS PER CY	$ 55.00	$ 4,125.00	$ 142.00	$ 10,650.00	$ 75.00	$ 5,625.00	$ 150.00	$ 11,250.00	$ 26.00	$ 1,950.00
43	620.00	SF	RETAINING WALL (SPREAD FOOTING) (Spec No. 423-6005) DOLLARS AND CENTS PER SF	$ 115.00	$ 71,300.00	$ 48.12	$ 29,834.40	$ 30.00	$ 18,600.00	$ 68.50	$ 42,470.00	$ 91.00	$ 56,420.00
44	805.00	SF	RETAINING WALL (STONE) (Spec No. 423-6006) DOLLARS AND CENTS PER SF	$ 50.00	$ 40,250.00	$ 37.74	$ 30,380.70	$ 40.00	$ 32,200.00	$ 50.00	$ 40,250.00	$ 75.00	$ 60,375.00
45	653.00	SF	RETAINING WALL (CAST-IN-PLACE) (Spec No. 423-6008) DOLLARS AND CENTS PER SF	$ 100.00	$ 65,300.00	$ 40.72	$ 26,590.16	$ 65.00	$ 42,445.00	$ 50.00	$ 32,650.00	$ 96.00	$ 62,688.00
46	1.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (CEDAR HILL) (Spec No. 1002-6001) DOLLARS AND CENTS PER EA	$ 45,000.00	$ 45,000.00	$ 78,020.00	$ 78,020.00	$ 45,250.00	$ 45,250.00	$ 65,000.00	$ 65,000.00	$ 137,000.00	$ 137,000.00
			TOTAL CEDAR HILL (VOLUME 2) - *CITY FUNDED BID ITEMS*	**$ 225,975.00**		**$ 175,475.26**		**$ 144,120.00**		**$ 191,620.00**			**$ 318,433.00**
DUNCANVILLE (VOLUME 3) - *TxDOT FUNDED BID ITEMS*													
ITEM NO.	**ESTIMATED QUANTITY**		**ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
47	3.07	AC	PREPARING ROW (Spec No. 100-6001) DOLLARS AND CENTS PER AC	$ 15,000.00	$ 46,050.00	$ 13,335.50	$ 40,939.99	$ 20,500.00	$ 62,935.00	$ 50,000.00	$ 153,500.00	$ 5,000.00	$ 15,350.00
48	10,783.00	SY	GENERAL USE COMPOST (2") (Spec No. 161-6024 DOLLARS AND CENTS PER SY	$ 4.00	$ 43,132.00	$ 2.60	$ 28,035.80	$ 7.00	$ 75,481.00	$ 2.00	$ 21,566.00	$ 3.00	$ 32,349.00
49	1,382.00	SY	EROSION CONTROL COMPOST (1.5") (Spec No. 161-6019 DOLLARS AND CENTS PER SY	$ 4.00	$ 5,528.00	$ 2.00	$ 2,764.00	$ 4.00	$ 5,528.00	$ 1.50	$ 2,073.00	$ 3.00	$ 4,146.00
50	69.00	SY	BLOCK SODDING (Spec No. 162-6002 DOLLARS AND CENTS PER SY	$ 10.00	$ 690.00	$ 4.00	$ 276.00	$ 6.00	$ 414.00	$ 25.00	$ 1,725.00	$ 3.00	$ 207.00
51	1.00	LS	IRRIGATION SYSTEM (TY I) (Duncanville) (Spec No. 170-6002 DOLLARS AND CENTS PER LS	$ 35,650.00	$ 35,650.00	$ 48,800.00	$ 48,800.00	$ 35,250.00	$ 35,250.00	$ 85,000.00	$ 85,000.00	$ 90,000.00	$ 90,000.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
52	1.00	LS	IRRIGATION SYSTEM (TY II) (Duncanville) (Spec No. 170-6003 DOLLARS AND CENTS PER LS	$ 39,100.00	$ 39,100.00	$ 131,800.00	$ 131,800.00	$ 40,250.00	$ 40,250.00	$ 85,000.00	$ 85,000.00	$ 125,000.00	$ 125,000.00
53	1.00	LS	IRRIGATION SYSTEM (TY III) (Duncanville) (Spec No. 170-6004 DOLLARS AND CENTS PER LS	$ 57,000.00	$ 57,000.00	$ 75,800.00	$ 75,800.00	$ 42,500.00	$ 42,500.00	$ 75,000.00	$ 75,000.00	$ 185,000.00	$ 185,000.00
54	1.00	LS	IRRIGATION SYSTEM (TY IV) (Duncanville) (Spec No. 170-6005 DOLLARS AND CENTS PER LS	$ 26,000.00	$ 26,000.00	$ 45,800.00	$ 45,800.00	$ 43,500.00	$ 43,500.00	$ 75,000.00	$ 75,000.00	$ 55,850.00	$ 55,850.00
55	0.19	AC	WILDFLOWER SEEDING (MIX 1) (Weeping Lovegrass) (Spec No. 180-6002 DOLLARS AND CENTS PER AC	$ 6,000.00	$ 1,140.00	$ 7,800.00	$ 1,482.00	$ 6,500.00	$ 1,235.00	$ 5,000.00	$ 950.00	$ 6,500.00	$ 1,235.00
56	0.09	AC	WILDFLOWER SEEDING (MIX 2) (Blue Grama Grass) (Spec No. 180-6003 DOLLARS AND CENTS PER AC	$ 6,000.00	$ 540.00	$ 7,800.00	$ 702.00	$ 7,500.00	$ 675.00	$ 12,000.00	$ 1,080.00	$ 6,500.00	$ 585.00
57	3,604.00	EA	LANDSCAPE PLANTING (1 GAL) (Spec No. 192-6002 DOLLARS AND CENTS PER EA	$ 15.00	$ 54,060.00	$ 13.00	$ 46,852.00	$ 20.00	$ 72,080.00	$ 8.00	$ 28,832.00	$ 9.00	$ 32,436.00
58	6,077.00	EA	LANDSCAPE PLANTING (3 GAL) (Spec No. 192-6003 DOLLARS AND CENTS PER EA	$ 37.00	$ 224,849.00	$ 28.13	$ 170,946.01	$ 35.00	$ 212,695.00	$ 21.00	$ 127,617.00	$ 15.00	$ 91,155.00
59	1,969.00	EA	LANDSCAPE PLANTING (5 GAL) (Spec No. 192-6004 DOLLARS AND CENTS PER EA	$ 41.00	$ 80,729.00	$ 27.41	$ 53,970.29	$ 55.00	$ 108,295.00	$ 25.00	$ 49,225.00	$ 22.00	$ 43,318.00
60	10,783.00	SY	LANDSCAPE PLANTING (MULCH) (BARK) (Spec No. 192-6013 DOLLARS AND CENTS PER SY	$ 6.00	$ 64,698.00	$ 5.00	$ 53,915.00	$ 7.00	$ 75,481.00	$ 2.85	$ 30,731.55	$ 3.00	$ 32,349.00
61	12,165.00	SY	PLANT BED PREPARATION (Spec No. 192-6016 DOLLARS AND CENTS PER SY	$ 5.50	$ 66,907.50	$ 3.95	$ 48,051.75	$ 6.00	$ 72,990.00	$ 3.50	$ 42,577.50	$ 1.50	$ 18,247.50
62	249.00	EA	PLANT MATERIAL (65 GAL) (TREE) (Spec No. 192-6026 DOLLARS AND CENTS PER EA	$ 600.00	$ 149,400.00	$ 725.50	$ 180,649.50	$ 1,000.00	$ 249,000.00	$ 525.00	$ 130,725.00	$ 600.00	$ 149,400.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
63	9.00	MO	PLANT MAINTENANCE (Spec No. 193-6001 DOLLARS AND CENTS PER MO	$ 2,875.00	$ 25,875.00	$ 3,300.00	$ 29,700.00	$ 4,500.00	$ 40,500.00	$ 2,000.00	$ 18,000.00	$ 1,900.00	$ 17,100.00
64	9.00	MO	IRRIG SYS OPER AND MAINT (SCH A) (Spec No. 193-6023 DOLLARS AND CENTS PER MO	$ 1,380.00	$ 12,420.00	$ 4,300.00	$ 38,700.00	$ 5,500.00	$ 49,500.00	$ 2,500.00	$ 22,500.00	$ 825.00	$ 7,425.00
65	234.00	CY	RIPRAP (STONE COMMON) (DRY) (6 IN) (Spec No. 432-6014 DOLLARS AND CENTS PER CY	$ 175.00	$ 40,950.00	$ 249.00	$ 58,266.00	$ 180.00	$ 42,120.00	$ 95.00	$ 22,230.00	$ 120.00	$ 28,080.00
66	1.00	LS	MOBILIZATION (Spec No. 500-6001 DOLLARS AND CENTS PER LS	$ 95,000.00	$ 95,000.00	$ 52,000.00	$ 52,000.00	$ 70,000.00	$ 70,000.00	$ 67,953.00	$ 67,953.00	$ 70,000.00	$ 70,000.00
67	6.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING (Spec No. 502-6001 DOLLARS AND CENTS PER MO	$ 5,200.00	$ 31,200.00	$ 7,400.00	$ 44,400.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 15,400.00	$ 92,400.00
68	168.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) (Spec No. 506-6020 DOLLARS AND CENTS PER SY	$ 25.00	$ 4,200.00	$ 13.00	$ 2,184.00	$ 18.00	$ 3,024.00	$ 20.00	$ 3,360.00	$ 22.00	$ 3,696.00
69	168.00	SY	CONSTRUCTION EXITS (REMOVE) (Spec No. 506-6024 DOLLARS AND CENTS PER SY	$ 15.00	$ 2,520.00	$ 6.00	$ 1,008.00	$ 5.00	$ 840.00	$ 5.00	$ 840.00	$ 9.00	$ 1,512.00
70	3,843.00	LF	TEMP SEDMT CONT FENCE (INSTALL) (Spec No. 506-6038 DOLLARS AND CENTS PER LF	$ 2.00	$ 7,686.00	$ 3.00	$ 11,529.00	$ 4.00	$ 15,372.00	$ 2.00	$ 7,686.00	$ 2.25	$ 8,646.75
71	3,843.00	LF	TEMP SEDMT CONT FENCE (REMOVE) (Spec No. 506-6039 DOLLARS AND CENTS PER LF	$ 1.00	$ 3,843.00	$ 1.00	$ 3,843.00	$ 2.00	$ 7,686.00	$ 1.00	$ 3,843.00	$ 0.75	$ 2,882.25
72	368.00	LF	BIODEG EROSN CONT LOGS (INSTL) (8") (Spec No. 506-6040 DOLLARS AND CENTS PER LF	$ 8.00	$ 2,944.00	$ 4.00	$ 1,472.00	$ 3.50	$ 1,288.00	$ 8.00	$ 2,944.00	$ 3.50	$ 1,288.00
73	368.00	LF	BIODEG EROSN CONT LOGS (REMOVE) (8") (Spec No. 506-6043 DOLLARS AND CENTS PER LF	$ 1.00	$ 368.00	$ 2.00	$ 736.00	$ 1.50	$ 552.00	$ 1.00	$ 368.00	$ 1.00	$ 368.00

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
74	570.00	LF	CONCRETE CURB (LANDSCAPE) (Spec No. 529-6033 DOLLARS AND CENTS PER LF	$ 35.00	$ 19,950.00	$ 24.00	$ 13,680.00	$ 18.00	$ 10,260.00	$ 30.00	$ 17,100.00	$ 22.00	$ 12,540.00
75	180.00	LF	CONDT (PVC) (SCH 40) (3/4") (Spec No. 618-6014 DOLLARS AND CENTS PER LF	$ 7.48	$ 1,345.50	$ 6.00	$ 1,080.00	$ 10.00	$ 1,800.00	$ 15.00	$ 2,700.00	$ 6.00	$ 1,080.00
76	270.00	LF	CONDT (PVC) (SCH 40) (2") (Spec No. 618-6023 DOLLARS AND CENTS PER LF	$ 11.00	$ 2,970.00	$ 9.00	$ 2,430.00	$ 12.00	$ 3,240.00	$ 15.00	$ 4,050.00	$ 9.50	$ 2,565.00
77	510.00	LF	CONDT (PVC) (SCH 40) (2") (BORE) (IRRIGATION) (Spec No. 618-6024 DOLLARS AND CENTS PER LF	$ 25.00	$ 12,750.00	$ 26.00	$ 13,260.00	$ 40.00	$ 20,400.00	$ 25.00	$ 12,750.00	$ 25.00	$ 12,750.00
78	510.00	LF	CONDT (PVC) (SCH 40) (4") (BORE) (IRRIGATION) (Spec No. 618-6034 DOLLARS AND CENTS PER LF	$ 28.00	$ 14,280.00	$ 28.00	$ 14,280.00	$ 60.00	$ 30,600.00	$ 29.00	$ 14,790.00	$ 30.00	$ 15,300.00
79	100.00	LF	CONDT (PVC) (SCH 80) (2") (BORE) (ELECTRICAL) (Spec No. 618-6024 DOLLARS AND CENTS PER LF	$ 25.00	$ 2,500.00	$ 27.00	$ 2,700.00	$ 40.00	$ 4,000.00	$ 30.00	$ 3,000.00	$ 30.00	$ 3,000.00
80	540.00	LF	ELECT CONDR (NO.12) INSULATED (Spec No. 620-6004 DOLLARS AND CENTS PER LF	$ 1.15	$ 621.00	$ 3.00	$ 1,620.00	$ 4.00	$ 2,160.00	$ 1.50	$ 810.00	$ 1.50	$ 810.00
81	450.00	LF	ELECT CONDR (NO. 4) INSULATED (Spec No. 620-6012 DOLLARS AND CENTS PER LF	$ 2.50	$ 1,125.00	$ 4.50	$ 2,025.00	$ 4.00	$ 1,800.00	$ 1.50	$ 675.00	$ 2.00	$ 900.00
82	660.00	LF	ELECT CONDR (NO. 3) INSULATED (Spec No. 620-6014 DOLLARS AND CENTS PER LF	$ 2.30	$ 1,518.00	$ 6.00	$ 3,960.00	$ 4.00	$ 2,640.00	$ 1.50	$ 990.00	$ 2.00	$ 1,320.00
83	4.00	EA	ELC SRV TY D 120/240 060 (NS) SS (E) PS (U) (Spec No. 628-6144 DOLLARS AND CENTS PER EA	$ 8,050.00	$ 32,200.00	$ 12,770.00	$ 51,080.00	$ 7,500.00	$ 30,000.00	$ 4,500.00	$ 18,000.00	$ 7,500.00	$ 30,000.00
			TOTAL DUNCANVILLE (VOLUME 3) - *TxDOT FUNDED BID ITEMS*	**$ 1,211,739.00**			**$ 1,280,737.34**		**$ 1,466,091.00**		**$ 1,153,191.05**		**$ 1,190,290.50**

ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	JB & COMPANY		C. GREEN SCAPING, LP		A&B CONSTRUCTION, LLC		CENTRAL NORTH CONSTRUCTION, LLC		PACHECO KOCH	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
DUNCANVILLE (BID ALT 1) - *CITY FUNDED BID ITEMS*													
ITEM NO.	ESTIMATED QUANTITY		ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
84	84.00	LF	DRILL SHAFT (24 IN) (Spec No. 416-6002) DOLLARS AND CENTS PER LF	$ 220.00	$ 18,480.00	$ 264.00	$ 22,176.00	$ 250.00	$ 21,000.00	$ 170.00	$ 14,280.00	$ 150.00	$ 12,600.00
85	2.00	EA	LANDSCAPE AMENITY (ICON MONUMENT) (DUNCANVILLE) (Spec No. 1002-6001) DOLLARS AND CENTS PER EA	$ 65,000.00	$ 130,000.00	$ 58,900.00	$ 117,800.00	$ 55,000.00	$ 110,000.00	$ 75,000.00	$ 150,000.00	$ 185,000.00	$ 370,000.00
TOTAL DUNCANVILLE (BID ALT 1) - *CITY FUNDED BID ITEMS*					**$ 148,480.00**		**$ 139,976.00**		**$ 131,000.00**		**$ 164,280.00**		**$ 382,600.00**
CEDAR HILL (VOLUME 2) - TxDOT FUNDED BID ITEMS					**$ 1,249,851.00**		**$ 1,260,194.78**		**$ 1,371,040.50**		**$ 1,088,528.85**		**$ 1,200,683.19**
CEDAR HILL (VOLUME 2) - CITY FUNDED BID ITEMS					$ 225,975.00		$ 175,475.26		$ 144,120.00		$ 191,620.00		$ 318,433.00
DUNCANVILLE (VOLUME 3) - TxDOT FUNDED BID ITEMS					**$ 1,211,739.00**		**$ 1,280,737.34**		**$ 1,466,091.00**		**$ 1,153,191.05**		**$ 1,190,290.50**
DUNCANVILLE (BID ALT 1) - CITY FUNDED BID ITEMS					$ 148,480.00		$ 139,976.00		$ 131,000.00		$ 164,280.00		$ 382,600.00
GRAND TOTAL					**$ 2,836,045.00**		**$ 2,856,383.37**		**$ 3,112,251.50**		**$ 2,597,619.90**		**$ 3,092,006.69**

Bid Bond		X		X		X		X	
Conflict of Interest Questionaire		X		X		X		X	
Business Diversity Form		X		X		X		X	
Financial Statement Form		X		X		X		X	
Insurance Agent Affirmation Form		X		X		X		X	
Reference Form		X		X		X		X	
Non-Collusion Statement		X		X		X		X	
Bid Forms		X		X		X		X	

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF DALLAS }

THIS AGREEMENT, made and entered into this 25th day of JUNE, A.D. 2021, by and between The City of Cedar Hill of the County of Dallas and State of Texas, acting through Its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Central North Construction, LLC of the City of Allen, County of Collin and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

US 67 GREEN RIBBON: PLANTING, IRRIGATION AND GATEWAY MONUMENTS

and all extra work in connection therewith, under the terms as stated in the General Provisions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General Provisions and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by **PACHECO KOCH CONSULTING ENGINEERS, INC. 6040 BRYANT IRVIN ROAD, FORT WORTH, TEXAS, 76109** herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Provisions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within **129 WORKING DAYS** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

In compliance with Chapter 2270 of the Texas Local Government Code, by executing this Agreement Contractor hereby certifies that: (1) Contractor does not boycott Israel currently; and (2) will not boycott Israel during the term of this Agreement.

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

City of Cedar Hill, Texas
Party of the First Part (OWNER)

By: _____
Stephen Mason, Mayor

Attest: Belinda Berg
Belinda Berg, City Secretary

Central North Construction, LLC
Party of the Second Part (CONTRACTOR)

By: _____ 6/25/2021

Attest: Laura Wade

U.S.Highway 67 Green Ribbon Planting, Irrigation and Gateway Monument Project
Resolution Number 2021-052
Project Limits from Cockrell Hill Rd. in Duncanville, TX to Belt Line Rd. in Cedar Hill, TX

Duncanville
City of Champions

U.S.Highway 67 Green Ribbon Planting, Irrigation and Gateway Monument Project

Resolution Number 2021-053

Project Limits from Cockrell Hill Rd. in Duncanville, TX to Belt Line Rd. in Cedar Hill, TX

North

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Consider a Resolution approving a $25,000.00 Hotel Occupancy Tax Grant for the FY 20-21 Budget to ALW Entertainment to directly enhance and promote tourism and the hotel industry.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**

STAFF RESPONSIBLE:
Agustin "Gus" Garcia, Economic Development Director

BACKGROUND/HISTORY:
In 2018 and 2019, the City Council approved a Hotel Occupancy Tax Grant to ALW Entertainment in the amount of $25,000.00 each year to advertise the Duncanville Football Classic in Washington, D.C. Advertising dollars were approved for spending on ads, radio production, billboards, and printing. This would be the third year ALW Entertainment will have received this grant. Consistent with COVID-related shutdowns, a Duncanville Classic in 2020.

According to information provided by the company, ALW Entertainment (ALWE) is a full-service entertainment company, best known for their national production and promotions of jazz and gospel tours. Their Southwest Airlines State Fair Classic Football Game is the third largest attended HBCU (historically black universities and colleges) rivalry in the country and has boasted crowds of more than 60,000 in attendance.

Al Wash, the company founder, is a promoter and consultant and has worked with Prince, Tyler Perry, Kirk Franklin, Fred Hammond, Fantasia, Lyfe Jennings, Gladys Knight, Dave Koz, Boys II Men, KEM, Brian Culbertson, Warren Hill, Chante Moore, and countless others. ALW Entertainment is headquartered in Dallas, Texas.

This is the third year a Duncanville exhibition football game has been hosted by ALW Entertainment.

ALWE coordinates the game with Duncanville ISD. The Duncanville Football Team will play Bishop Sycamore High School from Columbus Ohio. The Duncanville Classic will be on September 10, 2021, at 7:30 p.m. in the Panther Stadium. ALWE is requesting funding through Hotel Occupancy Tax grant funds for promotion of this event.

The State of Texas authorizes a local Hotel Occupancy Tax. The expenditure of these funds are restricted and must be used according to State Law. All expenditures of Hotel Occupancy Taxes must meet the two-part test as listed below

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:

1. Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
2. Paying the administrative costs for facilitating convention registration.
3. Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
4. Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including
instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute."

In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

a. The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.”
b. The hotel occupancy tax funded programs and events are advertised and open to the general public.
c. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of town visitors have attended its hotel tax funded events.
- Funding historical restoration or preservation programs.

1. Funding historical restoration or preservation programs.
2. Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
3. Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
4. Funding transportation systems for tourists.
5. Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:
ALW Entertainment is requesting that this grant be amended to allow $10,000.00 of the grant to be used towards advertising the event in the Columbus, Ohio media market and the remaining $15,000.00 be used towards advertising the event in the Best Southwest and Dallas area. Advertising dollars will be spent on ads, radio production, billboards, and printing. They have provided an updated budget showing the requested $25,000.00 will account for approximately 41% of their total budget to host the event and 74% of their total advertising budget.

The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

Per the information provided by the applicant, this request does meet the two-part test for consideration of hotel occupancy tax funds. The expenditures could be covered by Criteria #2.3 "Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity."

FUNDING SOURCE:
The Hotel Motel Tax Fund will be used to fund this grant

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends to the City Council to consider the request as set forth in the attached Resolution approving a $25,000.00 Hotel Occupancy Tax Grant for the FY 20-21 Budget to ALW Entertainment to directly enhance and promote tourism and the hotel industry.

ATTACHMENTS:
Attachment 1 - ALW Application HOT Tax 2021 - vs. Mater Dei
Resolution No. - 2021-054 - ALW 2021 HOT application vs. Bishop Sycamore - Pdf

THE DUNCANVILLE CLASSIC

DUNCANVILLE VS MATER DEI

08*27*2021

Attachment 1

Duncanville
City of Champions

HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW FUNDING APPLICATION FORM

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be on the official application by May 12, 2017.** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

Eligibility and Priority for Hotel Tax Funds: ***Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.*** The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting that will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact to the city. Events can prove this potential to generate overnight visitors by:

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

Attachment 1

Supplemental Information Required with Application: Along with the application, please submit the following:

- _X_ Proposed Marketing Plan for Funded Event
- _X_ Schedule of Activities or Events Relating to the Funded Project
- _X_ Past Marketing Materials used to promote the event

Please Submit to: Jessica James, Director of Economic Development

Mail To:
P.O. Box 38028
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Attachment 1

☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $__ $25,000

In detail, describe how the funds will be used and include appropriate documentation.

Please see attached itemized budget

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $_____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

Attachment 1

How many of the participants at the sporting related event are expected to be from another city or county? 20%

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

The Mater Dei High School Football Team are the 2018 National Champions, 2018 State Champions, and 2018 Division 1 Champions and have a celebrated and well-traveled support of boosters, parents, and fans. Mater Dei is one of only two high schools in America that has produced two Heisman Trophy winners. Duncanville Hotels will be promoted as the exclusive hotels of the Duncanville Classic and teams and staff are contractually obligated to stay in Duncanville hotels.

In detail, describe how the funds will be used and include appropriate documentation.

Funds will support all out of city and out of state marketing and messaging that packages game tickets with hotel rooms and Duncanville attractions including restaurants and retail.

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Attachment 1

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 2018, 2019, 2021
2. Expected Attendance: 6,000
3. How many people attending the Event or Project will use Duncanville hotels? 350

   Number of rooms rented for your event: 135
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? _____

   Hilton Garden Inn

   800 N. Main St.

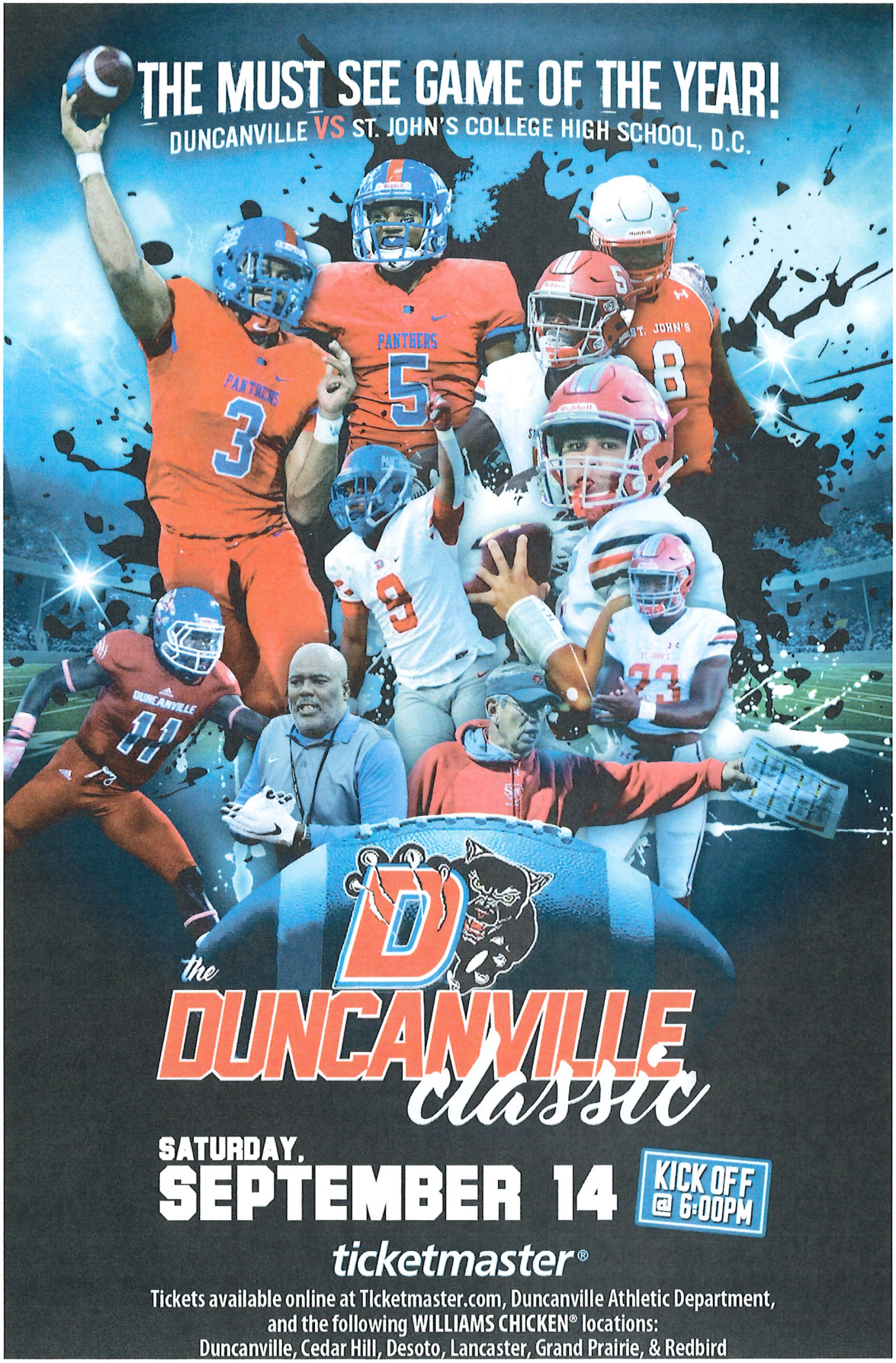
   25 Room Block
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
September 2018	$25,000	52
September 2019	$25,000	79

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

Attachment 1

Attachment 1



Attachment 1

Attachment 1

Attachment 1

Attachment 1

2019 DUNCANVILLE

HOT GRANT MARKETING EXPENSE

RADIO-ONE $4518 (60% of cost based on coverage map)

SERVICE BROADCAST $3807.00 (60% of cost based on coverage map)

WASHINGTON DC RADIO ENTERCOM $6171.00

KLTV TYLER BOUNCE TV $1390.00

FACEBOOK / INSTAGRAM $2938.36

FLYER & POSTER PRINT $343.69 (25% OF COST)

SPECTRUM REACH TV ADS $3000

TOTAL $22,168.05

Attachment 1

PROPOSED MARKETING PLAN FOR FUNDED EVENT

- Hilton Garden Inn Room Block Promotion
- Print and Distribute 4x6 promotional flyers to Duncanville, Desoto, Lancaster, Cedar Hill, Grand Prairie, Dallas
- Print and Distribute 4x6 promotional flyers to Santa Ana, CA
- Print and Distribute 2021 Football Season Schedule for Duncanville High School that highlights Classic Game
- Use ticket locations to promote games including Williams Chicken locations in Duncanville, Cedar Hill, Desoto, Lancaster and Grand Prairie
- Social Media campaign targeting Southern California and Duncanville plus surrounding suburbs.
- Radio and Internet promotions Santa Clara, CA
- Distribution of Duncanville Classic posters by Duncanville Athletic Department and Duncanville Lions Club and Ben Franklin Pharmacy
- Radio and Internet promotions with 104.5 DFW K104
- Use K104 to promote Duncanville Classic at all K104 Friday Night Lights Football games
- Partnership with Dallas Cowboys Legend Ed “To Tall” Jones to engage media and interest in game
- Distribution of Complimentary Tickets

RESOLUTION NO. 2021-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A $25,000.00 HOTEL OCCUPANCY TAX GRANT FOR THE FY 20-21 BUDGET TO ALW ENTERTAINMENT TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism in the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City of Duncanville, Texas hereby approves a $25,000.00 Hotel Occupancy Tax Grant to ALW Entertainment to allow a portion of promotional expenses for advertising to be used for promotion in the Best Southwest, Dallas area, and Los Angeles, California for the Duncanville Classic. Upon execution of an appropriate grant funding agreement approved as to form by the City Attorney.

SECTION 2. The City Manager is authorized to execute said agreement to conform to this resolution.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of July, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 Jul 2021

TITLE:
Receive the Monthly Financial Report as of May 31, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **1. Most engaged citizens in America**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Edena Atmore, Interim Finance Director

BACKGROUND/HISTORY:
The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial data on key funds including the General, Utility, Sanitation, Economic Development, Fieldhouse, and Comprehensive Self-Insurance.

POLICY EXPLANATION:
May 2021 is the eighth month in fiscal year 2021 and we would expect revenues and expenditures to be at about 66.7% of their budgets. Below are financial highlights as of the May 2021 Financial Report.

General Fund:

- General Fund ending fund balance is $19.7 million, which is approximately 226 days of operations based on the adopted budget.
- Overall General Fund revenues and transfers in are at 82.6% of the budget.
  - Current property tax payments are at 100% of the budget. This is $1.1 million (6.2%) higher than the same time last year primarily due to an increase in property values. Property taxes were due by the end of January.
  - Overall sales tax revenues are 9.1% higher than same time last year. The data here reflects six months of revenue (March sales tax is received in May) and is on target to surpass the annual budget.
  - Franchise fee electric revenue reflects two quarter payments and is at 47.6% of the annual budget. Gas, telephone, and cable tv franchise revenues reflect two quarter of payments.
  - Building permit revenues have exceeded the annual budget (147.6%) primarily due to new commercial permits.
  - Interest revenues have declined (-68.8%) from prior year due to economic impact of COVID-19 pandemic.
- General Fund operating and project expenditures (grand total) are at 55.5% of the budget.

- All operating expenditure categories are within budget for the current period with the total at 54.5% of the annual budget.
- The project expenditures section includes the transfer out to fund one-time projects.

Other Funds:

- The Utility Fund ending fund balance is $1.2 million (after the reserved fund balance deduction of $5.0 million for AMI), which is approximately 22 days of operations based on the budget.
  - Total utility revenues are at 55.1% of the budget. Water and sewer revenues run one month in the arrears, so this report reflects seven months (October-April) of revenue. Water revenues are 5.5% higher than the same time last year, and sewer revenues are down by 5.9%
  - Total expenditures are at 63.9% of the budget. This includes seven months of payments to Dallas Water Utilities (water services) and eight months of payments to Trinity River Authority (wastewater services).
  - Expenditures in the Utility fund non-org category includes a transfer out to General fund for the cost of administrative activities performed by general fund staff such as accounting, city management, IT, human resources, etc.
- The Sanitation Fund has an ending fund balance of $760 thousand, which is approximately 68 days of operations.
- The Economic Development ending fund balance is at $3.7 million.
- Fieldhouse operating revenues are up by 47.9% from the same time as last year, while operating expenditures are down by 4.0%.
- A financial update on one-time projects is included as the last page of the financial report.

FUNDING SOURCE:
N/a

Contract Log #:
N/a

RECOMMENDATION:
There is no City Council action required.

ATTACHMENTS:
Monthly Financial Report MAY 2021 FINAL

Attachment 1

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2020-2021

YEAR-TO-DATE OPERATIONS

AS OF MAY 31, 2021

OCTOBER 1, 2020 TO MAY 31, 2021

Prepared by
FINANCE DEPARTMENT
6/20/2021

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT MAY 31, 2021

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS [1]	ENDING BALANCE YTD
GENERAL FUND[2]	$11,714,696	$26,948,943	($18,937,066)	$0	**$19,726,573**
UTILITY FUND	$8,451,077	$10,035,443	($12,307,778)	($5,000,000)	**$1,178,742**
SANITATION FUND	$847,903	$2,397,796	($2,485,255)	$0	**$760,444**
ECONOMIC DEVELOPMENT	$3,709,167	$1,390,178	($1,431,394)	$0	**$3,667,951**
FIELDHOUSE	($1,430,436)	$1,168,663	($1,074,794)	$0	**($1,336,568)**
COMPREHENSIVE SELF INS	$889,834	$312,029	($393,177)	$0	**$808,686**

DAYS OF OPERATIONS AT MAY 31, 2021

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE ($)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	$19,726,573	75	$6,551,562	**226**
UTILITY FUND	$1,178,742	60	$3,274,700	**22**
SANITATION FUND	$760,444	60	$675,173	**68**

Note 1 - Utility Fund reserved balance has been earmarked for future AMI project.
Note 2- One Time Project funds are accounted for in a separate fund and not included in General fund balance available for operations calculation.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	**$23,218,554**	**$27,094,091**	**$27,094,091**	**$3,875,537**	**85.7%**
501101 - CURRENT TAXES	$17,827,948	$17,717,398	$17,717,398	($110,550)	100.6%
501102 - DELINQUENT TAXES	$154,125	$140,000	$140,000	($14,125)	110.1%
501103 - PENALTIES AND INTEREST	$101,608	$140,000	$140,000	$38,392	72.6%
501201 - STATE SALES TAX CITY PORTION	$2,779,488	$4,876,462	$4,876,462	$2,096,974	57.0%
501202 - SALES TAX PROPERTY TAX RELIEF	$1,389,744	$2,438,231	$2,438,231	$1,048,487	57.0%
501204 - ALCOHOLIC BEVERAGE TAX	$47,450	$69,000	$69,000	$21,550	68.8%
501301 - FRANCHISE FEE ELECTRIC	$523,698	$1,100,000	$1,100,000	$576,302	47.6%
501302 - FRANCHISE FEE GAS	$254,088	$313,000	$313,000	$58,912	81.2%
501303 - FRANCHISE FEE TELEPHONE	$52,857	$175,000	$175,000	$122,143	30.2%
501304 - FRANCHISE FEE CABLE TV	$87,548	$125,000	$125,000	$37,452	70.0%
52 - PERMITS & FEES	**$1,097,160**	**$1,237,500**	**$1,237,500**	**$140,340**	**88.7%**
502101 - BUILDING PERMITS	$368,975	$250,000	$250,000	($118,975)	147.6%
502102 - ELECTRICAL PERMITS	$19,372	$13,000	$13,000	($6,372)	149.0%
502103 - SOLICITOR LICENSES	$500	$1,500	$1,500	$1,000	33.3%
502105 - EMERGENCY MEDICAL SERVICE	$520,702	$750,000	$750,000	$229,298	69.4%
502106 - SIGN PERMITS	$11,550	$12,000	$12,000	$450	96.3%
502107 - WRECKER AND STORAGE FEES	($0)	$3,000	$3,000	$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	$21,876	$46,000	$46,000	$24,124	47.6%
502109 - PLUMBING AND AC PERMITS	$51,690	$40,000	$40,000	($11,690)	129.2%
502111 - ZONING & SPEC USE PERMIT	$12,310	$8,500	$8,500	($3,810)	144.8%
502112 - EMS SVCS COST SETTLEMENT	($0)	($0)	($0)	($0)	
502113 - SMALL CELL/ NETWORK NODE FEES	($0)	$500	$500	$500	0.0%
502114 - RENTAL PROPERTY REGISTRATION	$50,045	$50,000	$50,000	($45)	100.1%
502120 - ALARM PERMITS	$37,341	$60,000	$60,000	$22,659	62.2%
502122 - POOL OR SPA INSPECTION FEE	$2,800	$3,000	$3,000	$200	93.3%
53 - FINES	**$255,561**	**$557,000**	**$557,000**	**$301,439**	**45.9%**
503101 - MUNICIPAL COURT FINES	$188,788	$400,000	$400,000	$211,212	47.2%
503102 - COURT RELATED FEES	$49,512	$130,000	$130,000	$80,488	38.1%
503103 - SCHOOL CROSSING FEES	$4,407	$3,000	$3,000	($1,407)	146.9%
503201 - LIBRARY FINES	$3,961	$9,000	$9,000	$5,039	44.0%
503301 - FALSE ALARM FINES	$8,893	$15,000	$15,000	$6,107	59.3%
54 - INTERGOVERNMENTAL	**$66,797**	**$175,490**	**$175,490**	**$108,693**	**38.1%**
504102 - DISD SCHOOL CROSSING GUARDS	$19,731	$35,000	$35,000	$15,269	56.4%
504103 - DALLAS COUNTY CROSSING GUARD	$29,189	$36,000	$36,000	$6,811	81.1%
504109 - REIMB FOR REG EMERG MANAGER	$17,876	$104,490	$104,490	$86,614	17.1%
55 - INTEREST	**$81,153**	**$290,000**	**$290,000**	**$208,847**	**28.0%**
505101 - INTEREST ON GOVT POOL INVEST	$3,181	$55,000	$55,000	$51,819	5.8%
505103 - CERT OF DEPOSIT INTEREST	$57,018	$100,000	$100,000	$42,982	57.0%
505106 - MONEY MARKET INTEREST	$20,954	$135,000	$135,000	$114,046	15.5%
57 - RECREATIONAL FEES	**$139,611**	**$266,000**	**$266,000**	**$126,389**	**52.5%**
507102 - RECREATION FEES	$126,416	$240,000	$240,000	$113,584	52.7%
507104 - SENIOR CENTER ANNUAL USER FEE	$158	$4,000	$4,000	$3,843	3.9%
507107 - RECREATION CENTER CLASSES	$7,075	$8,000	$8,000	$925	88.4%
507108 - RECREATION CENTER SPECIAL EVEN	$5,962	$8,000	$8,000	$2,038	74.5%
507109 - SENIOR CLASS/TRIPS	($0)	-$6,000	$6,000	$6,000	0.0%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	**$335,841**	**$367,880**	**$367,880**	**$32,039**	**91.3%**
509101 - SALE OF FIXED ASSETS	($0)	($0)	($0)	($0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	($0)	$0	($0)	($0)	
509105 - SALE OF MATERIALS	$2,952	$1,000	$1,000	($1,952)	295.2%
509201 - INSURANCE RECOVERY	($0)	($0)	($0)	($0)	
509501 - COLLECTION OF BAD DEBTS	($0)	$2,000	$2,000	$2,000	0.0%
509502 - MISCELLANEOUS W/O	$37	$100	$100	$63	37.4%
509601 - MISCELLANEOUS	$89,038	$65,000	$65,000	($24,038)	137.0%
509602 - CASH OVER AND SHORT	$102	$0	($0)	($102)	
509603 - COPIES	$4,618	$18,000	$18,000	$13,382	25.7%
509604 - POLICE ACCIDENT REPORTS	$2,263	$4,500	$4,500	$2,237	50.3%
509606 - AUCTION PROCEEDS	($0)	$5,000	$5,000	$5,000	0.0%
509607 - ANIMAL PERMITS	$10	$50	$50	$40	20.0%
509609 - RETURN CHECK FEES	$105	$230	$230	$125	45.7%
509611 - SCRAP METAL SALES	($0)	($0)	($0)	($0)	
509612 - CITY SERVICES REIMBURSEMENT	$59,537	$58,000	$58,000	($1,537)	102.6%
509613 - WORKERS COMP REIMBURSEMENT	$38,721	$20,000	$20,000	($18,721)	193.6%
509614 - RENTAL OF TOWER	$134,034	$194,000	$194,000	$59,966	69.1%
509617 - LEASE INCOME	($0)	($0)	($0)	($0)	
509618 - GAS WELL OIL REVENUE	$4,423	$0	($0)	($4,423)	
81 - OTHER FINANCE SOURCE	**$1,754,266**	**$2,631,399**	**$2,631,399**	**$877,133**	**66.7%**
801102 - TRANSF IN UTILITY FUND WATER	$1,174,473	$1,761,710	$1,761,710	$587,237	66.7%
801104 - TRANSF IN UTIL FUND SANITATION	$128,198	$192,297	$192,297	$64,099	66.7%
801108 - TRANSF IN EDC SALES TAX	$61,495	$92,242	$92,242	$30,747	66.7%
801110 - TRANSF IN HOTEL TAX FUND	$37,758	$56,637	$56,637	$18,879	66.7%
801150 - TRANSF IN PILOT FRANCHISE TAX	$352,342	$528,513	$528,513	$176,171	66.7%
Grand Total	**$26,948,943**	**$32,619,360**	**$32,619,360**	**$5,670,417**	**82.6%**

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT MAY 31, 2021

OPERATING EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0101 - GENERAL GOVERNMENT	**$1,972,128**	**$3,118,795**	**$3,160,986**	**$1,188,858**	**62.4%**
01011000 - MAYOR AND COUNCIL	$48,650	$140,897	$134,713	$86,063	36.1%
01011100 - CITY ADMINISTRATION	$448,087	$705,922	$706,840	$258,753	63.4%
01011300 - HUMAN RESOURCES	$180,458	$348,242	$331,237	$150,779	54.5%
01011400 - INFO TECHNOLOGY	$644,378	$820,205	$909,840	$265,461	70.8%
01011500 - PUBLIC INFORMATION OFFICE	$82,323	$168,533	$168,533	$86,210	48.8%
01011600 - PUBLIC LIBRARY	$568,231	$934,996	$909,823	$341,592	62.5%
0102 - FINANCE	**$895,810**	**$1,519,742**	**$1,483,789**	**$587,980**	**60.4%**
01022000 - FINANCE ADMINISTRATION	$494,158	$792,642	$788,517	$294,359	62.7%
01022300 - MUNICIPAL COURT	$277,128	$482,262	$477,267	$200,139	58.1%
01022500 - PURCHASING	$69,257	$113,731	$113,731	$44,473	60.9%
01022700 - CITY MARSHAL	$55,266	$131,107	$104,274	$49,008	53.0%
0104 - PARK AND RECREATION	**$1,875,833**	**$3,884,640**	**$3,787,887**	**$1,912,054**	**49.5%**
01044000 - PARK & REC ADMINISTRATION	$161,456	$254,663	$254,663	$93,207	63.4%
01044100 - REC PROGRAM ADMIN	$233,520	$396,028	$387,053	$153,533	60.3%
01044101 - REC PROGRAM CLASSES	$443	$5,682	$5,682	$5,239	7.8%
01044200 - SPECIAL EVENTS ADMIN	$52,829	$208,183	$154,083	$101,253	34.3%
01044300 - ATHLETIC PROGRAMMING	$213,286	$425,373	$435,874	$222,588	48.9%
01044500 - HORTICULTURE	$109,360	$176,298	$177,370	$68,010	61.7%
01044600 - PARK GROUNDS MAINTENANCE	$534,131	$1,327,185	$1,312,242	$778,111	40.7%
01044800 - BUILDING MAINTENANCE	$503,112	$881,280	$875,471	$372,359	57.5%
01044900 - SENIOR CENTER	$67,695	$204,749	$180,249	$112,555	37.6%
01044901 - SENIOR CENTER CLASSES	$0	$4,600	$4,600	$4,600	0.0%
01044911 - SENIOR CENTER TRIPS	$0	$600	$600	$600	0.0%
0105 - POLICE	**$6,003,973**	**$9,694,511**	**$9,691,695**	**$3,687,722**	**61.9%**
01055000 - POLICE ADMINISTRATION	$332,079	$552,907	$514,207	$182,127	64.6%
01055100 - PATROL	$2,961,356	$4,832,383	$4,868,258	$1,906,902	60.8%
01055200 - CRIMINAL INVESTIGATION	$929,573	$1,492,834	$1,493,884	$564,311	62.2%
01055300 - ANIMAL CONTROL	$307,170	$477,758	$477,765	$170,595	64.3%
01055400 - SCHOOL GUARDS	$60,480	$85,211	$85,211	$24,731	71.0%
01055500 - CRIME PREVENTION	$91,159	$151,748	$146,848	$55,689	62.1%
01055700 - RECORDS	$841,569	$1,319,716	$1,312,641	$471,073	64.1%
01055800 - DETENTION SERVICES	$198,946	$270,000	$288,946	$90,000	68.9%
01055900 - POLICE SPECIAL SERVICES	$281,641	$511,954	$503,936	$222,294	55.9%
0106 - PUBLIC WORKS	**$2,550,679**	**$6,874,523**	**$6,860,686**	**$4,310,006**	**37.2%**
01066000 - ENGINEERING	$240,173	$387,903	$374,203	$134,031	64.2%
01066100 - BUILDING INSPECTION	$346,381	$507,481	$562,015	$215,634	61.6%
01066200 - STREET MAINTENANCE	$778,103	$3,543,590	$3,468,172	$2,690,069	22.4%
01066300 - TRAFFIC OPERATIONS	$391,003	$926,743	$925,799	$534,796	42.2%
01066400 - PLANNING	$120,238	$159,358	$189,804	$69,566	63.3%
01066500 - CODE SERVICES	$180,190	$266,308	$297,659	$117,470	60.5%
01066700 - EQUIPMENT SERVICES	$494,592	$1,083,139	$1,043,034	$548,442	47.4%

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CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT MAY 31, 2021

OPERATING EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	**$4,217,227**	**$7,072,886**	**$7,090,996**	**$2,873,769**	**59.5%**
01077000 - FIRE ADMINISTRATION	$374,697	$649,945	$649,320	$274,624	57.7%
01077100 - FIRE PREVENTION	$151,458	$254,258	$252,058	$100,600	60.1%
01077200 - FIRE SUPPRESSION	$2,577,803	$4,330,457	$4,330,457	$1,752,653	59.5%
01077300 - ADVANCED LIFE SUPPORT	$1,064,317	$1,697,817	$1,720,651	$656,334	61.9%
01077500 - EMERGENCY MANAGEMENT ADMIN	$48,952	$140,409	$138,509	$89,557	35.3%
0108 - NON DEPARTMENTAL	**$246,594**	**$589,792**	**$519,792**	**$273,197**	**47.4%**
01088000 - GENERAL NON DEPARTMENTAL	$246,594	$589,792	$519,792	$273,197	47.4%
Total Operating Expenditures	**$17,762,244**	**$32,754,888**	**$32,595,831**	**$14,833,587**	**54.5%**

PROJECT EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	**$1,174,822**	**$1,511,250**	**$1,511,250**	**$336,429**	**77.7%**
001 - GENERAL FUND NON-ORG	$1,174,822	$1,511,250	$1,511,250	$336,429	77.7%
Total Project Expenditures	**$1,174,822**	**$1,511,250**	**$1,511,250**	**$336,429**	**77.7%**

Grand Total - Operating & Project Expenditures	**$18,937,066**	**$34,266,139**	**$34,107,082**	**$15,170,015**	**55.5%**

Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
41 - WATER	**$4,268,070**	**$8,216,000**	**$8,216,000**	**$3,947,930**	**51.9%**
510101 - WATER SALES	$2,792,870	$5,400,000	$5,400,000	$2,607,130	51.7%
510102 - WATER TAPS	$22,147	$10,000	$10,000	($12,147)	221.5%
510104 - MULTI-FAMILY WATER SALES	$447,840	$770,000	$770,000	$322,160	58.2%
510105 - COMMERCIAL WATER SALES	$716,935	$1,360,000	$1,360,000	$643,065	52.7%
510106 - WATER SALES OTHER	$876	$1,000	$1,000	$124	87.6%
510107 - WATER SALES IRRIGATION	$212,904	$510,000	$510,000	$297,096	41.7%
510108 - SCHOOL WATER SALES	$74,498	$165,000	$165,000	$90,502	45.2%
42 - SEWER	**$5,543,220**	**$9,551,600**	**$9,551,600**	**$4,008,380**	**58.0%**
511101 - SEWER SERVICE	$3,838,523	$6,500,000	$6,500,000	$2,661,477	59.1%
511102 - SEWER TAPS	$3,600	$3,600	$3,600	($0)	100.0%
511105 - MULTI-FAMILY SEWER SERVICE	$840,720	$1,455,000	$1,455,000	$614,280	57.8%
511106 - COMMERCIAL SEWER SERVICE	$800,386	$1,470,000	$1,470,000	$669,614	54.4%
511108 - SCHOOL WASTEWATER SALES	$59,991	$123,000	$123,000	$63,009	48.8%
45 - PENALTIES	**$99,104**	**$165,000**	**$165,000**	**$65,896**	**60.1%**
513101 - PENALTIES	$99,104	$165,000	$165,000	$65,896	60.1%
54 - INTERGOVERNMENTAL	**$188**	**$600**	**$600**	**$412**	**31.4%**
504111 - REIMB FOR SUMMIT TANK FROM CH	$188	$600	$600	$412	31.4%
55 - INTEREST	**$24,901**	**$120,000**	**$120,000**	**$95,099**	**20.8%**
505101 - INTEREST ON GOVT POOL INVEST	$1,034	$120,000	$120,000	$118,966	0.9%
505103 - CERT OF DEPOSIT INTEREST	$12,138	($0)	($0)	($12,138)	
505106 - MONEY MARKET INTEREST	$11,729	($0)	($0)	($11,729)	
59 - OTHER REVENUES	**$99,959**	**$169,500**	**$169,500**	**$69,541**	**59.0%**
509101 - SALE OF FIXED ASSETS	($0)	($0)	($0)	($0)	
509301 - REFUNDS FROM TRA	$2,004	($0)	($0)	($2,004)	
509401 - SERVICE CHARGES	$78,670	$130,000	$130,000	$51,330	60.5%
509601 - MISCELLANEOUS	$100	$5,000	$5,000	$4,900	2.0%
509602 - CASH OVER AND SHORT	$13	($0)	($0)	($13)	
509609 - RETURN CHECK FEES	$3,325	$5,000	$5,000	$1,675	66.5%
509611 - SCRAP METAL SALES	($0)	$3,500	$3,500	$3,500	0.0%
509612 - CITY SERVICES REIMBURSEMENT	$15,847	$26,000	$26,000	$10,153	61.0%
Grand Total	**$10,035,443**	**$18,222,700**	**$18,222,700**	**$8,187,257**	**55.1%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	$4,860,149	$7,290,223	$7,290,223	$2,430,074	66.7%
02311000 - UTILITIES ADMINISTRATION	$221,344	$384,747	$375,577	$154,234	58.9%
02312000 - WATER SERVICES	$2,106,055	$4,643,674	$4,598,334	$2,492,279	45.8%
02313000 - WASTEWATER SERVICES	$4,429,796	$5,796,452	$5,781,952	$1,352,156	76.6%
02411000 - UTILITIES ACCOUNTING	$690,435	$1,091,798	$1,210,489	$520,054	57.0%
Grand Total	**$12,307,778**	**$19,206,894**	**$19,256,574**	**$6,948,797**	**63.9%**

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CITY OF DUNCANVILLE

SANITATION FUND AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
43 - GARBAGE	**$2,397,472**	**$4,168,000**	**$4,168,000**	**$1,770,528**	**57.5%**
512101 - RESIDENTIAL GARBAGE	$2,061,729	$3,420,000	$3,420,000	$1,358,271	60.3%
512104 - LANDFILL COMMERCIAL	$161,128	$430,000	$430,000	$268,872	37.5%
512105 - COMMERCIAL COLLECT FRANCHISE	$114,516	$220,000	$220,000	$105,485	52.1%
512106 - COMMERCIAL GARBAGE	$60,099	$98,000	$98,000	$37,901	61.3%
55 - INTEREST	**$324**	**$6,000**	**$6,000**	**$5,676**	**5.4%**
505101 - INTEREST ON GOVT POOL INVEST	$324	$6,000	$6,000	$5,676	5.4%
505103 - CERT OF DEPOSIT INTEREST	($0)	($0)	($0)	($0)	
Grand Total	**$2,397,796**	**$4,174,000**	**$4,174,000**	**$1,776,204**	**57.4%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
019 - SANITATION NON-ORG	$228,198	$342,297	$342,297	$114,099	66.7%
19011000 - SANITATION ADMIN	$2,117,187	$3,796,084	$3,791,702	$1,674,515	55.8%
19012000 - LITTER CONTROL CREW	$139,870	$249,188	$249,188	$109,319	56.1%
Grand Total	**$2,485,255**	**$4,387,569**	**$4,383,187**	**$1,897,932**	**56.7%**

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CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	**$1,389,744**	**$2,438,231**	**$2,438,231**	**$1,048,487**	**57.0%**
501203 - ECONOMIC DEVELOPMENT SALES TAX	$1,389,744	$2,438,231	$2,438,231	$1,048,487	57.0%
55 - INTEREST	**$434**	**$20,000**	**$20,000**	**$19,566**	**2.2%**
505101 - INTEREST ON GOVT POOL INVEST	$434	$20,000	$20,000	$19,566	2.2%
505103 - CERT OF DEPOSIT INTEREST	($0)	($0)	($0)	($0)	
Grand Total	**$1,390,178**	**$2,458,231**	**$2,458,231**	**$1,068,053**	**56.6%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
012 - ECONOMIC DEVELOP NON-ORG	$568,920	$630,042	$630,042	$61,122	90.3%
12011000 - ECONOMIC DEVELOPMENT ADMIN	$123,191	$335,478	$313,880	$190,689	39.2%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	$2,171	$12,000	$12,000	$9,829	18.1%
12011600 - DEBT SERVICE EDC	$487,546	$488,346	$488,346	$800	99.8%
12011700 - SUSTAINABLE BEAUTIFICATION	$7,657	$15,000	$15,000	$7,343	51.0%
12011800 - BEAUTIFICATION	$38,971	$126,777	$109,310	$70,339	35.7%
12051000 - DESIGN INCENTIVES	$0	$190,000	$190,000	$190,000	0.0%
12051100 - FAÇADE INCENTIVES	$0	$60,000	$60,000	$60,000	0.0%
12051200 - GRANTS/REBATE INCENTIVES	$0	$0	$0	$0	
12052000 - EDC SPECIAL PROJECTS	$202,938	$0	$204,075	$1,137	99.4%
Grand Total	**$1,431,394**	**$1,857,644**	**$2,022,653**	**$591,260**	**70.8%**

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	**$330,835**	**$616,000**	**$563,000**	**$232,165**	**58.8%**
520101 - SPONSORSHIP REVENUE	$35,128	$50,000	$53,000	$17,872	66.3%
520120 - FOOD SALES	$102,746	$157,000	$165,000	$62,254	62.3%
520130 - BEVERAGE SALES	$89,400	$80,000	$99,000	$9,601	90.3%
520140 - MERCHANDISE REVENUE	$237	$5,000	$5,000	$4,763	4.7%
520170 - OTHER SPORTS ACTIVITY REV	$58,770	$68,000	$85,000	$26,230	69.1%
520180 - CAMP/AFTERSCHOOL PROG REV	$20,679	$226,000	$110,000	$89,321	18.8%
520190 - CLASS REVENUE	$23,875	$30,000	$46,000	$22,125	51.9%
59 - OTHER REVENUES	**$330,403**	**$469,390**	**$529,390**	**$198,987**	**62.4%**
509601 - MISCELLANEOUS	$57,156	$80,390	$80,390	$23,234	71.1%
509602 - CASH OVER AND SHORT	$146	($0)	($0)	($146)	
509606 - AUCTION PROCEEDS	($0)	($0)	($0)	($0)	
509615 - RENTAL	$15,246	$34,000	$34,000	$18,754	44.8%
509620 - RENTALS- BASKETBALL	$214,160	$325,000	$370,000	$155,840	57.9%
509621 - RENTALS- VOLLEYBALL	$43,694	$30,000	$45,000	$1,306	97.1%
81 - OTHER FINANCE SOURCE	**$507,425**	**$537,800**	**$537,800**	**$30,375**	**94.4%**
801129 - TRANSF IN DCEDC	$507,425	$537,800	$537,800	$30,375	94.4%
Grand Total	**$1,168,663**	**$1,623,190**	**$1,630,190**	**$461,527**	**71.7%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG	$507,425	$538,300	$538,300	$30,875	94.3%
45601000 - FH ADMIN/OPS	$488,843	$924,580	$907,780	$418,937	53.9%
45602000 - FH CAFÉ/ FOOD COURT	$72,281	$131,740	$141,740	$69,459	51.0%
45602500 - FH GENERAL STORE	$435	$3,750	$3,750	$3,315	11.6%
45651100 - FIELDHOUSE CAMPS	$3,535	$83,500	$58,500	$54,965	6.0%
45651200 - FIELDHOUSE CLASSES	$0	$0	$0	$0	
45651300 - FIELDHOUSE OTHER ACTIVITIES	$2,275	$9,550	$9,550	$7,275	23.8%
Grand Total	**$1,074,794**	**$1,691,420**	**$1,659,620**	**$584,826**	**64.8%**

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT MAY 31, 2021

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	**$311,753**	**$468,205**	**$468,205**	**$156,452**	**66.6%**
514107 - GENERAL FUND CONTRIBUTIONS	$253,275	$380,489	$380,489	$127,214	66.6%
514108 - UTILITY FUND CONTRIBUTIONS	$34,575	$51,861	$51,861	$17,286	66.7%
514109 - HOTEL TAX FUND CONTRIBUTIONS	$2,371	$3,557	$3,557	$1,186	66.7%
514110 - EDC FUND CONTRIBUTIONS	$7,752	$11,628	$11,628	$3,876	66.7%
514111 - SANITATION FUND CONTRIBUTIONS	$5,875	$8,812	$8,812	$2,937	66.7%
514112 - DRAINAGE FUND CONTRIBUTIONS	$3,162	$4,743	$4,743	$1,581	66.7%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	$4,743	$7,115	$7,115	$2,372	66.7%
55 - INTEREST	**$277**	**$6,000**	**$6,000**	**$5,723**	**4.6%**
505101 - INTEREST ON GOVT POOL INVEST	$277	$6,000	$6,000	$5,723	4.6%
Grand Total	**$312,029**	**$474,205**	**$474,205**	**$162,176**	**65.8%**

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	$323,545	$365,141	$365,141	$41,596	88.6%
700455 - WORKERS COMPENSATION CLAIMS	$58,191	$280,000	$280,000	$221,809	20.8%
700456 - LIABILITY CLAIMS	$11,441	$61,200	$61,200	$49,759	18.7%
Grand Total	**$393,177**	**$706,341**	**$706,341**	**$313,164**	**55.7%**

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT MAY 31, 2021

	DESCRIPTION	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT FINANCIAL STATUS
1	FY18 ZONING ORDINANCE UPDATE	150,000	150,000	-	COMPLETE
2	FY19 ROOF REPLACEMENT (See Note 2)	759,225	759,225	-	COMPLETE
3	FY19 PUBLIC WORKS ERP SYSTEM	195,816	226,000	30,184	
4	FY19 US 67 GATEWAY SIGNAGE	24,000	500,000	476,000	
5	MAIN ST CORRIDOR STUDY	150,000	150,000	(0)	COMPLETE
6	FY 20 SECURITY UPGRADES (CAMERAS)	-	115,000	115,000	ON HOLD
7	FY 20 PYBURN PARK FITNESS EQUIPMENT	44,462	50,000	5,538	COMPLETE
8	FY 20 BI LASERFICHE	-	10,000	10,000	
9	FY 20 FUEL TANKS	11,797	141,508	129,711	
10	FY 20 LED LIGHTING AMPHITHEATRE	-	20,000	20,000	ON HOLD
11	FY20 & FY21 RESERVED FOR P-25 COMPLIANT RADIOS	-	1,188,003	1,188,003	
12	ADDITIONAL FUNDING FOR FIRE STATION PROJECT (See Note 2)	-	878,025	878,025	
	TOTAL ONE TIME PROJECT BUDGET	**$1,335,300**	**$4,187,761**	**$2,852,461**	

Unallocated Budget - Savings/(Overages) from Completed Projects (CY & 88,651

Note 1: Completed projects are highlighted in yellow.

Note 2: Line 2 Roof Replacement (FY19) was originally budgeted for $1,637,250, but the actual cost came in under at $759,225. The excess budget of $878,025 has been moved to line 12 as additional funding for the Fire Station Project.