



Duncanville City Council Meeting Agenda

via videoconference - ZOOM

Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, December 15, 2020

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

7:00 P.M. - Regular Session

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, December 15, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, December 15, 2020, email citysecretary@duncanville.com and title the email “Public Comment – December 15th”. 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_sD-YUDhMSBCcMKDWNJnfQg

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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. | Discussion on Fire Station #1 Design.
Fire Station #1 Design Briefing | 5 - 9 |
| B. | Discuss the Purchasing Initiative Underutilized Business Equity Presentation.
Purchasing Initiative Underutilized Business Equity Presentation | 10 - 11 |
| C. | Discussion on Assembling a Citizen Committee to Discuss and Recommend Street Bond Projects.
Street Bond Projects | 12 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.
2. City Council shall convene into closed executive session pursuant to Section 550.71 of the Texas Gov't Code to seek legal advice from the City Attorney about pending litigation and claims in the following matters:
 - EON Reality Management Agreement Lease, Security Interest,
 - Involving an employee EOC Claim.
3. The City Council may convene into closed executive session under Section 551.071 and 551.074 to seek legal advice from the City Attorney or to deliberate a personnel matter concerning the hiring, assignment, duties and/or conduct interviews, and/or contract of a City personnel employee to wit: Interim City Manager and City Manager position.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

None.

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"

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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 the Minutes for the October 19, 2020, Joint Meeting with Planning & Zoning Commission, and the October 20, 2020 City Council Regular Meeting.
2020-10-19 - Joint Meeting Minutes - Planning and Zoning - UNAPPROVED
2020-10-20 - City Council - Minutes - UNAPPROVED | 13 - 24 |
| B. | Consider a Resolution authorizing the second option to renew for an additional one-year period beginning November 27, 2020, and ending November 26, 2021, for IFB-19-001, Traffic Signal Maintenance Services, with Siemens Mobility, Inc., with an estimated amount up to \$156,610.00.
Siemens Traffic Signal Maintenance Services | 25 - 30 |
| C. | Consider a Resolution of Canvass of Returns and Declaration of results of Run-Off Election.
Canvass of Returns December 8, 2020 Run-Off Election | 31 - 36 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

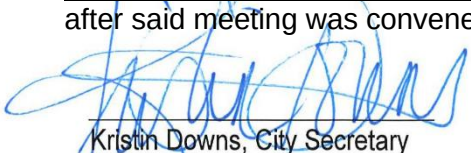
- A. Consider a Resolution authorizing awards bid IFB 21-002 to Pavecon Public Works, LP for Street Reconstruction and Subsurface Utility Improvements Project at East Daniieldale Road from S. Main St. to US-67 Service Road through the City's competitive bid process with an estimated expenditure amount not to exceed \$6,581,962.21. 37 - 69
[Road Street Reconstruction and Subsurface Utility Improvements](#)
- B. Consider a Resolution authorizing award of for IFB-21-001-Green Tree Lane Water & Wastewater Utility Improvements from 1700 to 1800 Green Tree Lane to FM Utilities, LLC, through the City's competitive bid process, with an estimated amount up to \$1,105,499.35. 70 - 91
[IFB 21-001 Green Tree](#)
- C. Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-007 for Construction Management Services for Daniieldale Rd., Street and Subsurface Utilities Reconstruction from Main St to US-67 with Dunaway Associates in the proposed amount of \$157,030.00. 92 - 112
[Design Services for Daniieldale Rd.](#)
- D. Consider a Resolution accepting the conveyance from Dallas County of real property and improvement located at 100 E. Wheatland Rd. (Dallas County Sub-Courthouse/Tax Office) to the City of Duncanville. 113 - 130
[Dallas County Tax Office Property](#)
- E. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Economic Development 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, December 10, 2020 at 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.


Kristin Downs, City Secretary

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

"PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN"

"DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA"



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Discussion on Fire Station #1 Design.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

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

In May 2019, City Council approved awarding a contract to BRW Architects for design of a new Fire Station #1. For the last several months, the architects have been working with Staff and the Construction Manager at Risk, CORE Construction, on the Fire Station site plan, floor plan, cost estimates, and concepts for the exterior design (attached for preview).

This presentation will:

- Present project background
- Present the site plan and floor plan
- Present project budget
- Present three concepts for the fire station exterior
- Discuss public outreach event and next steps

POLICY EXPLANATION:

City Council feedback is requested regarding the Fire Station #1 design as well as the public outreach event

FUNDING SOURCE:

N/A. Discussion only.

Contract Log #:

N/A. Discussion only.

RECOMMENDATION:

Staff is requesting City Council feedback on the Fire Station #1 design and public outreach event.

ATTACHMENTS:

[Fire Station Exterior Concepts, 2020-12-15](#)

City of Duncanville



1

Agenda Item #2.A.



OPTION 1 | DUNCANVILLE FIRE STATION



City of Duncanville



2

Agenda Item #2.A.



OPTION 2 | DUNCANVILLE FIRE STATION





OPTION 3 | DUNCANVILLE FIRE STATION





STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Discuss the Purchasing Initiative Underutilized Business Equity Presentation.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO, Director of Finance

Sheila Baker, MPA, CPM, Purchasing Manager

BACKGROUND/HISTORY:

The City of Duncanville (City) is committed to providing equal bidding opportunities to Minority Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Small Business Enterprises (SBE) and Disadvantage Business Enterprises (DBE), while fostering and supporting the growth of minority-owned business. The City will take all necessary and reasonable steps to assure that small business enterprises certified as MBE/WBE/SBE/DBE shall have fair opportunity to participate in Duncanville contracts.

In April 2020, the Duncanville Purchasing Manager was a participant during the Committee interviews, with representatives from the North Central Texas Regional Certification Agency (NCTRCA), and their marketing methods for attracting HUB vendors. Interviews were conducted with peer cities (Desoto, Lancaster and Cedar Hill) to discuss HUB vendor registration methods. The Peer Cities Purchasing Departments researched the Texas Local Government Code 252, to provide legal answers pertaining to HUB vendor advertising and bid awarding. YaLonda Lockett, NCTRCA Representative along with the team discussed the certification process for Diversity Vendors, detailing how the Cities can increase revenue and business opportunities. The City of Dallas provided their Inclusion Plan as a model for each City to develop a City specific Diversity Vendor Inclusion Plan.

As part of its Diverse Supplier Policy commitment the City will make every effort to achieve the following objectives:

- To ensure nondiscrimination in the award and administration of contracts;
- To create a level playing field on which diverse suppliers can compete fairly for contracts;
- To ensure that the City's Diverse Supplier Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet eligibility standards are permitted to participate as diverse suppliers; and,
- To help remove barriers to the participation of diverse suppliers in contracts.

POLICY EXPLANATION:

Implementation and administration of the MBE/WBE/SBE/DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City.

The Purchasing Manager shall be responsible to ensure participation of the MBE/WBE/SBE/DBE in the City procurement process.

The City will implement the following qualitative good faith efforts for City's purchases:

- Include a minimum of one MBE/WBE/SBE/DBE in RFPs over \$5,000
- Require subcontracting good faith efforts for all prime contracts over \$100,000 that have subcontracting opportunities.
- Implement quantitative good faith efforts.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Discuss the Purchasing Initiative Underutilized Business Equity Presentation.



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Discussion on Assembling a Citizen Committee to Discuss and Recommend Street Bond Projects.

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., Public Works Director
Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

Councilman Harvey requested an agenda item to discuss assembling a Citizen Committee to discuss and recommend uses of the \$1.5M in Street Bond funds originally planned for a project on Main St, up to and including a roundabout at Center St & Main St intersection. He also requested a debt capacity analysis as part of the information considered by the Committee.

POLICY EXPLANATION:

At this time, only a Council-level discussion is requested.

FUNDING SOURCE:

No funding is required at this time.

Contract Log #:

N/A

RECOMMENDATION:

Staff is requesting guidance following Council discussion on the Citizen Committee.

Duncanville City Council Meeting Minutes
Joint Meeting with the Planning and Zoning Commission
Monday, October 19, 2020

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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1. CALL TO ORDER

A joint meeting of the Duncanville City Council and the Planning and Zoning Commission was called to order for City Council by Mayor Barry L. Gordon and for the Planning and Zoning Commission by Chair Gregory Zylka on Monday, October 19, 2020 at 6:05 p.m. via videoconference with a quorum to wit:

Barry L. Gordon	Mayor
Patrick Harvey	Councilmember At-Large – 6:20
Joe Veracruz	Councilmember
Don McBurnett	Mayor Pro Tem
Monte Anderson	Councilmember
Mark D. Cooks	Councilmember
Johnette Jameson	Councilmember

and with a quorum of the Planning and Zoning Commission to wit:

Gregory Zylka	Chair – 6:26 p.m.
Betty Culbreath	Vice Chair
George Turner	Board Member
Eric Pena	Board Member
Jana McBroom	Board Member – absent
Richard Shaw	Board Member – 7:28 p.m.
Elias Rodriguez	Board Member

2. RECEIVE PUBLIC COMMENTS (SEE ABOVE COMMENTS).

No comments.

3. CITY COUNCIL WILL DELIBERATE THE FOLLOWING ITEMS, HOWEVER NO VOTE OR ACTION BY THE COUNCIL WILL BE TAKEN.

3.A ZONING ORDINANCE UPDATE WORKSHOP WITH FREESE AND NICHOLS TO DISCUSS POSSIBLE REVISIONS TO:

- ARTICLE I GENERAL PROVISIONS
- ARTICLE II ZONING DISTRICTS
- ARTICLE III LAND USES
- ARTICLE IV DEVELOPMENT STANDARDS
- ARTICLE V DEVELOPMENT REVIEW BODIES
- ARTICLE VI ZONING PROCEDURES
- ARTICLE VII DEFINITIONS
- REVIEW COMPREHENSIVE PLAN STRATEGIES AND POSSIBLE ZONING ORDINANCE RESPONSES FOR OPPORTUNITY AREAS

Daniel Harrison and Erica Craycraft, with Freese and Nichols provided an update and discussed the following topics; policy questions, ten opportunity areas of comprehensive plan, and spoke on the next steps in the Zoning Ordinance Update.

Discussion from Council and the Planning & Zoning Commission took place on the following:

- Should we remove or reduce the minimum living area size?
 - City Council and the Planning & Zoning Commission recommended to accept SF-43: 3,000 sf > 2,500 sf and SF-13: 2,600 sf > 2,000 sf
- Should Boarding Houses be allowed?
 - City Council and the Planning & Zoning Commission recommended to stay with the policy the City currently has and not allow Boarding Houses.
- Should Tiny Houses be allowed?
 - City Council and the Planning & Zoning Commission recommended to not allow Tiny Houses.
- Should Short Term Rentals be allowed?
 - City Council and the Planning & Zoning Commission recommended to allow Short Term Rentals with conditions.
- Should the zoning ordinance include additional standards for Food Truck Parks?
 - City Council and the Planning & Zoning Commission recommended to allow additional standards for Food Truck Parks.
- Are the proposed standards adequate for Sundry Stores?
 - City Council and the Planning & Zoning Commission recommended to increase the separation to 5,000' with landscaping.
- Should garages be required for all single-family homes?
 - City Council and the Planning & Zoning Commission tabled the item.
- Who should be responsible for maintaining landscaping?
 - City Council and the Planning & Zoning Commission recommended to stay with the current Ordinance; owner, tenant, or agent are responsible.
- Any Zoning District discussion or questions?
 - City Council and the Planning & Zoning Commission recommended the following proposed zoning designs; change Highland Drive to SF-7, a majority endorsed to keep the Highway Frontage as Downtown Duncanville, and to expand Merrill Avenue to be part of Downtown Duncanville.

4. **DISCUSS IMPLMENTATION CALENDAR**

An online Community Open House will be provided in November; eight questions will be asked to the citizens for feedback.

IV. **ADJOURNMENT**

The meeting was adjourned at 10:06 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, October 20, 2020**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, October 20, 2020, at 6:00 p.m. via videoconference with a quorum to wit:

**COUNCIL VIA VIDEO
CONFERENCING:**

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

**STAFF VIA VIDEO
CONFERENCING:**

IT Director Tracy Beekman
Economic Development Director Jessica James
Assistant Public Works Director Jackie Culton
Public Works Director Bryan Greg Ramey
Parks & Recreation Director Bart Stevenson
Finance Director Richard Summerlin
Chief Robert D. Brown Jr.
Fire Chief Sam Rohde
Fire Marshall Steve Wakeland
City Secretary Kristin Downs
Interim City Manager Paul Frederiksen
City Attorney Robert E. Hager

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I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and Interim City Manager Frederiksen reviewed each item. Item 4B - Consider a Resolution approving the terms and conditions of a Professional Services Agreement PSA-20-077 with Pacheco Koch, LLC., for U.S. Highway 67 Green Ribbon Landscape Construction Inspection and Grant Management Services in an amount not to exceed \$66,250.00. Providing bidding and grant management services through the Green Ribbon Project for US-67. The City was awarded \$1.5 million in grant monies for beautification along US-67. After awarded the State changed the terms requiring a Local Ette and utilizing federal dollars. The federal dollars cause complications and makes it a much more arduous process when you go through the grant monies. The City has to make sure the monies are accounted for and

will bid alongside projects with Cedar Hill. Pacheco Koch, LLC will make sure the City is adhering to the grant and handle the project management when it is time to bid. \$60,000.00 will be reimbursed with \$6,000.00 coming out of the street fund.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Discussion of the 2015 International Fire Code.*

Fire Marshall Wakeland presented the item. The International Fire Code (IFC) advises all new construction, 5,000 square feet or greater require a fire alarm & fire sprinkler system. Duncanville City Ordinance, Section 903.2.11.9, advises all new construction 6,000 square feet or greater require a fire sprinkler system. There are exceptions to these requirements due to occupancy types and/or usage for new occupancies less than 6,000 square feet. (Examples: Multi-tenant, storage, assemblies, multi-story structures, etc.)

IFC advises existing buildings require a fire alarm & fire sprinkler system if one of the following apply; a structure is 12,000 square feet or greater, and any changes of use, regardless of square footage, based on hazard. Duncanville City Ordinance, Section 905.3.9, advises existing buildings require a fire sprinkler system if one of the following apply; a structure is 10,000 square feet or greater, and any changes of use, regardless of square footage, based on hazard.

Multi-Occupancy Use Buildings

- Fire code requirements depend on the type(s) of occupancies in the building
- There are exceptions to the square foot requirements due to occupancy types and/or usage
- Duncanville has numerous multi-occupancy buildings

Fire Code Issues

- Multi-Occupancy
 - Multi-occupancy and multi-use under one roof, however the entire building is 10,000 square feet or greater, as these occupancies are not individual free-standing units.
- Occupancy Type and/or Usage
 - Example: Day Care, Storage, Education facilities, Multi-story buildings, Auto Repair
- Occupants misclassifying business use
- Occupants being unaware of classification and requirements of their business use

Councilmember Veracruz recommended to consider updating and moving towards the 2018 International Fire Codes.

I.2.B. *Provide a briefing to City Council on requested Hotel Motel Tax Grants for FY20-21.*

Economic Development Director James presented the item. The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room in Duncanville. The local tax is authorized by the State of Texas therefore, the expenditure of these funds are restricted and must be used according to state law.

State Law:

There is a two-part test for every expenditure of local hotel occupancy tax.

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.

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.

“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.

Duncanville Community Theatre

Amount Requested: \$26,000

Previously Awarded:

FY16-17 \$30,000
FY17-18 \$30,000
FY18-19 \$30,000
FY19-20 \$30,000

FY18-19 Summary:

Estimated total number of attendees: 2,300/yr.
Number of hotel rooms rented: 10

FY19-20 Summary: (Performances were canceled because of COVID-19.)

- Estimated total number of attendees: 829
- Number of shows held: 2 (Nov 19, Feb 20)
- Number of hotel rooms rented last year: 2

Funding Requested:

- \$5,000 – Advertising, Solicitations, Promotional Programs to Attract Tourists
- \$21,000 – Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry (Production & Facility Costs)

Duncanville Lions Club – Sandra Meadows Basketball Tournament

Amount Requested: \$6,750 (This Event has been canceled for 2020.)

Previously Awarded:

FY16-17 \$38,000
FY17-18 \$40,000
FY18-19 \$40,000
FY19-20 \$42,000

Previous Event Summary:

- Three (3) day event
- Number of out-of-town attendees expected: 4,500
- Total number of attendees expected: 5,000
- Number of hotel rooms expected to be rented: 400
- Number of hotel rooms rented last year: 400+

Funding Requested For:

- \$6,750 – Management fees of \$500/month, maintaining website, and social media platforms.

Great American Sports, Inc. – Great American Shoot –Out (GASO)

Amount Requested: \$45,000

Previously Awarded:

FY16-17 \$25,000
FY17-18 \$35,000
FY18-19 \$35,000
FY19-20 \$45,000

Event Summary:

- Four (4) separate events over 12 days
- Number of out-of-town attendees expected: 21,000
- Total number of attendees expected: 35,000
- Number of hotel rooms expected to be rented: 14,000 attendees will be renting rooms – estimated hotel rental rooms for the four different events: 500+ hotel rooms
- Number of hotel rooms rented last year: 500+

Funding Requested For:

- \$45,000 - Expenses including promotional expenses, directly related to a sporting event, which the majority of participants are tourists. - Offsetting rental of Duncanville facilities.

Mayor Pro Tem McBurnett recommended Items 5C, 5D, 5E, and 5F be moved to the Consent Agenda.

Item 5E and 5F was moved to the Consent Agenda.

Mayor Pro Tem McBurnett recommended Item 5B be moved to the Consent Agenda.

Item 5B was moved to the Consent Agenda.

I.2.C. Discuss Annual City Council Calendar.

City Council concluded:

- October 27, 2020 – Workshop, canceled
- November 9, 2020, 6:00 p.m. – Joint Meeting with Planning & Zoning Commission
- Christmas Parade, canceled.

Executive Session was moved until after Staff and Board Reports.

The Briefing Session was recessed at 7:43 p.m.

II. EXECUTIVE SESSION

II.1 City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.

Executive Session was moved until after Staff and Board Reports.

The Briefing Session was recessed at 7:43 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 7:44 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember At-Large Harvey.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. Mayor's Report.

Mayor Gordon passed on his condolences for the McBroom family and provided an update on COVID-19, Early Voting, and the City Manager Search.

III.1.B. Councilmembers' Reports

Councilmember Cooks thanked the citizens for allowing him to attend the virtual TML Conference and encouraged everyone to vote.

Councilmember Cooks encouraged everyone to attend:

Breast Cancer Awareness Virtual Walk

October 24, 2020

Armstrong Park

10:00 a.m.

Councilmember Cooks spoke on National Night Out and thanked the officers who walked the neighborhood with him and passed on his condolences for Jesse Browning.

Mayor Pro Tem McBurnett recognized the Chalk the Walk event held on October 17, 2020.

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

None.

III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. Video presentation of Duncanville Police Officer Life Savings Bars and Children's Network Recognition.

III.2.B. Best Southwest Partnership Annual Report presentation.

Dr. Seabrooks presented the item.

III.3. CITIZENS' INPUT

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, October 20, 2020, email citysecretary@duncanville.com and title the email “Public Comment – October 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.

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

No comments were submitted.

III.4. CONSENT AGENDA

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

III.4.A. Consider the Minutes for the August 26th and 31st City Council Special Meetings.

III.4.B. Consider a Resolution approving the terms and conditions of a Professional Services Agreement PSA-20-077 with Pacheco Koch, LLC., for U.S. Highway 67 Green Ribbon Landscape Construction Inspection and Grant Management Services in an amount not to exceed \$66,250.00.

III.4.C. Consider a Resolution rejecting the bid of Ortega Land Clearing, LLC authorizing award of bid #20-027, Meadowcreek Dr. Bag Wall Erosion Control, attached hereto and incorporated herein as Exhibit "A", to Knight Erosion Control, Inc, in the amount not to exceed \$166,236.26.
Item was removed until a later Council Meeting.

III.4.D. Consider a Resolution approving an Interlocal Agreement between the City of Duncanville and Dallas County, to provide Highway Accident Investigation Services, in an amount not to exceed \$59,000.00.

III.4.E. Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract 17110501 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$996,483.00.

III.4.F. Consider a Resolution authorizing execution of Amendment No. 3, City of Grand Prairie Contract #16133 an Interlocal Cooperative Agreement, with Curtco, Inc. for Pavement Crack and Joint Sealing Services for the predetermined prices set forth in Amendment No. 2, with an estimated expenditure amount of \$150,000.00.

III.4.G. Consider a Resolution authorizing the purchase of personal computer hardware and related equipment from Unique Digital Inc., using the Texas Department of Information Resources (DIR), Contract DIR-TSO-4299, in and amount not to exceed \$149,449.04.

III.4.H. Consider a Resolution authorizing a purchase agreement with Ring Central, Inc. for a cloud PBX (telephone and communications data systems and solution), other related equipment, and services using The

Interlocal Purchasing System (TIPS) Contract 180304 in the estimated amount of \$89,170.92.

- III.4.I. *Consider a Resolution authorizing the purchase of audiovisual and related equipment using Cooperative Contract from Digital Resources Inc. through Texas Association of School Boards Buyboard Contract #579-19 in the amount of \$224,150.46.*
- III.4.J. *Consider a Resolution authorizing a purchase agreement with Dell Marketing, LP., for new hardware, software, technology services, and maintenance and support services and other related equipment, using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 in an amount not to exceed \$75,664.82.*
- III.4.K. *Consider a Resolution authorizing the purchase with Dell USA L.L.P., for virtual desktop infrastructure (VDI) hardware and related equipment, software, and deployment services using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 for an amount not to exceed \$453,655.56.*
- III.4.L. *Consider a Resolution agreeing to engage TriStem to perform a contingency based audit of 911 fees due to the City by telephone (landline) and wireless providers; authorizing the Interim City Manager to execute the contract and addendum.*
- III.4.M. *Consider a Resolution authorizing a Cooperative Purchase for police mobile computer hardware, related equipment, and software from GTS Technology Solutions, Inc. using the Texas Department of Information Resources (DIR) Contract DIR-TSO-4025 in the amount of \$140,174.98.*
- III.4.N. *Consider an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.*
- III.4.O. *Consider a Resolution authorizing an amendment to resolution 2020-004R approved on August 4, 2020 for an increase in the amount of \$25,000.00 for a new annual amount up to \$127,501.00 for the FY 2019 annual procurement, and a renewal/extension amount of \$200,000.00 for the FY 2021 annual procurement with Visiting Nurse Association using interlocal cooperative contract, with the City of Grand Prairie contract #17124, for the senior meal program service.*
- III.5.B. *Consider a Boards and Commissions appointment to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board.*
Item was moved to Consent Agenda.
- III.5.E. *Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$26,000 to the Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry.*
Item was moved to Consent Agenda.
- III.5.F. *Consider a Resolution approving a twelve-month agreement between the City of Duncanville and the Duncanville Chamber of Commerce awarding a Hotel Occupancy Tax grant to the Duncanville Chamber of Commerce located at 300 E. Wheatland Road in the amount of \$17,760 for FY20-21, to serve as the official Duncanville Visitor Center.*
Item was moved to Consent Agenda.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. *Consider an Ordinance amending the Code of Ordinances by repealing Chapter 12, ‘Miscellaneous Offenses and Provisions’, Article XX, ‘Sale of Alcoholic Beverages’, in its entirety, and replacing it with a new Article XX, ‘Sale of Alcoholic Beverages’ and providing a repealing clause; Providing a severability clause, providing a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00).*

Jackie Culton presented the item.

Proposed Ordinance Changes:

Update Section 12-200, Definitions, to add definitions for:

Alcoholic beverage	Malt beverage
Ale or malt liquor	Mixed beverage
Applicant	Private school
City Permit	State License
Consignment sale	State Permit
Distilled spirits	Wine and vinous liquor
Illicit beverage	Wine cooler
Liquor	

Definitions added for consistency with State law.

Updates to Section 12-201, Distance to church, school, hospital:

Current	Proposed
- Prohibited within 300’ or church, school, hospital	- ADD: 1000’ separation from school if Council approves request from school’s governing body - ADD: Building height adds separation when location is 5+ stories high
- Prohibited in Residential Zoning Districts or Residential PDs	- No Change
- Prohibited on premises of restaurant with drive-thru or curb service	- Permitted on premises of restaurant with drive-thru or curb service
- No separation requirement for events at Field House or Senior Center	- No Change
- City Council may grant variance on separation distance	- No Change

Changes made for consistency with State law.

Updates to Section 12-202, Permit Required:

Current	Proposed
- Requires City permit to sell alcoholic beverages	- Adds additional instructions for Building Inspections Dept. for issuing permit
- Establishes a permit fee equal to ½ TABC fee	- Maintains City permit fee at ½ TABC fee; however, permit fee for restaurants not assessed until 10/01/2021 (permit still required)
- New Clauses	- Adds permit fee exemptions for special uses, e.g. passenger trains, temporary wine & beer retail
	- Exempts mixed beverage permit fee during three-year period following initial issuance of state license
	- Makes it illegal to operate without City alcohol permit

Changes made for consistency with State law.

Updates to Section 12-202, Permit Required (Cont'd):

<u>Current</u> - New Clauses, cont'd	<u>Proposed</u> - Tasks Building Inspections Dept with collecting fees and issuing permits - City Alcohol Permits renewed biannually based on TABC renewal schedule - City Council make revoke City alcohol permit for failure to comply with City ordinance; City Attorney may inform TABC of non-compliance
---	--

Changes made for consistency with State law.

Current Alcohol License/Permit Fees:

TABC License/Permit Category	TABC Permit Fee	City Permit Fee
Retail – Beer Only	\$120.00	\$60.00
Retail – Wine Only	\$150.00	\$75.00
Retail – Beer & Wine Combo	\$120.00	\$60.00
Restaurant – Initial Mixed Beverage Permit	\$6,000.00	\$3,000.00
Restaurant – 1 st Renewal	\$4,500.00	\$2,250.00
Restaurant – 2 nd Renewal	\$3,000.00	\$1,500.00
Restaurant – 3 rd & Subsequent Renewals	\$1,500.00	\$750.00

Fiscal Year	Retail (22 in City)	Restaurant (39 in City)
2019	\$1,020.00	\$0.00
2020	\$1,320.00	\$0.00
2021 (Est.)	\$1,020.00	\$0.00
2022 (Est.)	\$1,320.00	\$2,250.00
2023 (Est.)	\$1,020.00	\$19,500.00

Proposed Ordinance Changes:

Updates to Section 12-203, Business Hours:

<u>Current</u> - Unlawful to sell or deliver liquor except within hours prescribed by state law - Unlawful to sell or offer for sale beer or wine except within hour prescribed by state law	<u>Proposed</u> - Establishes late hour for sale or delivery at 2:00 a.m.
--	--

Changes made for consistency with State law.

Updates to Section 12-204, Violation:

<u>Current</u> - Sets fines and penalties for selling alcohol without City permit and other violations	<u>Proposed</u> - Adds language stating TABC can pursue own charges, claims, and remedies
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Changes made for consistency with State law.

Section 12-205, Sale of Alcohol at Special Events:

<u>Current</u> - Allows for alcohol sales at Special Event with City Council approval	<u>Proposed</u> - No Change
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Councilmember Mark D. Cooks made a motion to approve the item as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.B. *Consider a Boards and Commissions appointment to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board.*

Item was moved to the Consent Agenda.

III.5.C. *Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$45,000 to the Great American Shoot-Out to directly enhance and promote tourism and the hotel industry.*

Economic Development Director James and Mr. Sam Lowe presented the item.

Great American Sports, Inc. – Great American Shoot –Out (GASO)

- **Amount Requested: \$45,000**
- **Previously Awarded:**
 - FY16-17 \$25,000
 - FY17-18 \$35,000
 - FY18-19 \$35,000
 - FY19-20 \$45,000

Event Summary:

- Four (4) separate events over 12 days
- Number of out-of-town attendees expected: 21,000
- Total number of attendees expected: 35,000
- Number of hotel rooms expected to be rented: 14,000 attendees will be renting rooms - all major Duncanville rooms are full for all event weekends: 500+ hotel rooms
- Number of hotel rooms rented last year: 500+

Funding Requested For:

- \$45,000 - Expenses including promotional expenses, directly related to a sporting event, which the majority of participants are tourists. - Offsetting rental of Duncanville facilities.

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

- III.5.D. ***Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$6,750 to the Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic.***
Economic Development Director James presented the item.

Amount Requested: \$6,750 (This event has been canceled for 2020.)

Previously Awarded:

- FY 16-17 \$38,000
- FY 17-18 \$40,000
- FY 18-19 \$40,000
- FY 19-20 \$42,000

Previous Event Summary:

- Three (3) day event
- Number of out-of-town attendees expected: 4,500
- Total number of attendees expected: 5,000
- Number of hotel rooms expected to be rented: 400
- Number of hotel rooms rented last year: 400+

Funding Requested For:

- \$6,750 – Management fees of \$500/month, maintaining website, and social media platforms.

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

- III.5.E. ***Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$26,000 to the Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry.***
Item was moved to the Consent Agenda.
- III.5.F. ***Consider a Resolution approving a twelve-month agreement between the City of Duncanville and the Duncanville Chamber of Commerce awarding a Hotel Occupancy Tax grant to the Duncanville Chamber of Commerce located at 300 E. Wheatland Road in the amount of \$17,760 for FY20-21, to serve as the official Duncanville Visitor Center.***
Item was moved to the Consent Agenda.
- III.5.G. ***Take any necessary action as a result of the Executive Session.***
Item was moved to the Consent Agenda.

III.6. STAFF AND BOARD REPORTS

- III.6.A. *Receive the Monthly Financial Report as of August 31, 2020.*
No questions.
- III.6.B. *Receive the Fire Department Quarterly Report.*
No questions.
- III.6.C. *Receive the Police Department Quarterly Report.*
No questions.

Regular Session was recessed at 8:53 p.m. to enter Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 8:56 p.m. and City Attorney Hager read the item into record.

- II.1 *City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.*
The Council closed the Executive Session at 9:15 p.m.

Regular Session was reconvened at 9:17 p.m.

- III.5.G. *Take any necessary action as a result of the Executive Session.*
No action taken.

IV. ADJOURNMENT

The meeting was adjourned at 9:18 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution authorizing the second option to renew for an additional one-year period beginning November 27, 2020, and ending November 26, 2021, for IFB-19-001, Traffic Signal Maintenance Services, with Siemens Mobility, Inc., with an estimated amount up to \$156,610.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The City of Duncanville has utilized annual term bids for traffic signal maintenance services for over three decades. The contracted work involves routine large-scale construction and maintenance activities outside the abilities of the Traffic Operations division. In 2006, an annual traffic signal maintenance program was initiated to proactively maintain and upgrade our infrastructure. Since the creation of the annual traffic signal maintenance program, annual expenditures have ranged from \$106,383.00 to \$189,142.00. This year, the contract amount is \$156,610.00.

The current contract with Siemens Mobility, Inc. was awarded by Council on November 20, 2018, and expires on November 26, 2020. This is the second of four renewal options associated with this contract and will be effective November 27, 2020 through November 26, 2021.

This contract is the third of three traffic signal maintenance contracts the Traffic Operations Division uses every year to maintain the City's 34 signaled intersections. The two contracts that were approved by Council on December 01, 2020 were for Paradigm and Consolidated Traffic Controls. Paradigm provides all the computer hardware that goes inside the traffic signal cabinets and Consolidated Traffic Controls provides signal-related parts and materials such as signal bulbs, batteries, and wiring harnesses. As stated above, the Siemens contract which Council is considering on December 15, 2020 is for major repairs and minor construction projects. Examples of this work are: re-aligning signal masts, replacing signal fixtures, boring & trenching for conduit, and constructing new pedestal bases

Siemens Mobility, Inc., is headquartered in Germany but has provided traffic management and maintenance services in Texas for over 15 years. They are located in Houston with a satellite office in Dallas. In addition to traffic signal maintenance services, Siemens Mobility, Inc., provides automation,

building technologies, drive technology, energy, and mobility services. Siemens Mobility, Inc., has provided traffic signal maintenance services for the City for the past three years with an excellent service record.

POLICY EXPLANATION:

This annual term contract renewal is for labor and heavy equipment for the installation, maintenance, and repair of existing signalization infrastructure at traffic signal locations throughout the City on an as-needed basis. This is the second of four renewal options associated with this contract.

FUNDING SOURCE:

\$156,610.00 is allocated in the FY20-21 Traffic Operations General Fund

Contract Log #:

1460

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing a one-year renewal #2 of Term Contract #19-001, Traffic Signal Maintenance Services, with Siemens Mobility, Inc., with an estimated expenditure amount of \$156,610.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. 2019-101R - Siemens Traffic Signal Maintenance Contract #19-001 Second Renewal - with Exhibit](#)

RESOLUTION NO. 2019-101R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A ONE-YEAR RENEWAL OF TERM CONTRACT #19-001, TRAFFIC SIGNAL MAINTENANCE SERVICES, WITH SIEMENS MOBILITY, INC., ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$156,610.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required to provide a safe, reliable and efficient traffic signalization system within the City of Duncanville; and

WHEREAS, such system requires routine maintenance services; and

WHEREAS, the City awarded Term Contract #19-001, Traffic Signal Maintenance Services, for the unit prices bid, to Siemens Mobility, Inc. on November 20, 2018, with an initial contract term of November 27, 2020 to November 27, 2021, with four optional one-year renewal terms; and

WHEREAS, the City desires to exercise the option renew the contract for the second one-year renewal term effective November 27, 2020 through November 26, 2021.

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 authorize a one-year contract renewal term of Annual Term Contract #19-001, Traffic Signal Maintenance Services with Siemens Mobility, Inc. effective November 27, 2020, through November 26, 2021 with an estimated expenditure of \$156,610.00.

SECTION 2. That the City Manager of the City of Duncanville is hereby authorized to execute any and all documents necessary to extend the contract term as authorized in Section 1 herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 15th day of December, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

DUNCANVILLE

The Perfect Blend of Family, Community and Business.

FINANCE DEPARTMENT
PURCHASING OFFICE

P.O. Box 380280
Duncanville, TX 75138-0280
www.duncanville.com

November 4, 2020

Siemens Mobility, Inc.
Attn: Michelle Flynn 16560
Air Center Blvd Houston, TX
77032
(978) 735-3183
michelle.flynn@siemens.com

RE: Contract Renewal # 2
Traffic Signal Maintenance
City of Duncanville Agreement IFB-19-001

Ms. Flynn,

The above referenced contract expires on November 26, 2020. The City is offering an option to renew for an additional one (1) year period beginning November 27, 2020 thru November 26, 2021.

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

Should you have any questions, please contact me at (972) 780-5058.

Sincerely,

Sheila Baker
Purchasing Manager

EXHIBIT A

Agreement to Renew Contract

Contract Renewal #2
Traffic Signal Maintenance
City of Duncanville Agreement IFB-19-001

By executing this document, contractor verifies:

- 1) That it desires to exercise the renewal option under the same terms, conditions, and pricing, beginning November 27, 2020 through November 26, 2021;
- 2) that it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended;
- 3) that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

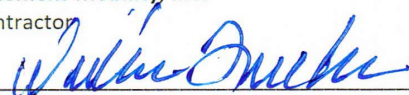
City of Duncanville, Texas
Owner

Signature

Printed Name

Title

Siemens Mobility, Inc.
Contractor



Signature

William Tucker

Printed Name

Operations Manager, SE

Title



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution of Canvass of Returns and Declaration of results of Run-Off Election.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The Joint Election Agreement and Election Services Contract between the City of Duncanville, Dallas County, and other jurisdictions in Dallas, Collin, and Denton Counties, was for conducting a Joint Election held on Tuesday, December 8, 2020; and provides that the Dallas County Elections Administrator is responsible for the preparation of the unofficial canvass report; and will provide by email a copy of the unofficial canvass to each Participating Political Subdivision after all returns, provisional ballots, and late overseas ballots, have been tabulated.

The December 8, 2020 General Run-Off Election estimated cost was \$11,381.69 for the City of Duncanville; six (6) entities participating, twelve (12) Early Voting locations, and ninety-two (92) Election Day Vote Centers.

As of December 12, 2020 the City Secretary has not received the final canvassing numbers, the Resolution will be filled in once canvassing numbers have been received. If the final numbers have not been received by 4:00pm Tuesday, December 15, 2020 a Special Meeting will be called in order to Canvass the Election. The last day to canvass is December 18, 2020.

POLICY EXPLANATION:

The Joint Elections Agreement and Election Services Contract between the City of Duncanville, other jurisdictions, and Dallas County for the Joint Election is administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

Estimated cost for the Run-Off Election \$11,381.69.

Contract Log #:

1424

RECOMMENDATION:

Recommend approval of a Resolution of Canvass of Returns and Declaration of results of Run-Off Election.

ATTACHMENTS:

[Resolution No. - 2020-105 - Canvassing - District 2 Run-Off Election - December 8, 2020 - Pdf](#)

RESOLUTION NO. 2020-105

RUN-OFF ELECTION OF MUNICIPAL OFFICER

Duncanville, Texas

CANVASS OF RETURNS AND DECLARATION OF RESULTS OF RUN-OFF ELECTION

BE IT REMEMBERED THAT on this the ____ day of _____, 2020, at a meeting of the City Council of the City of Duncanville, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion of _____ and seconded by _____, it was unanimously ordered that the City Council consider the official returns of the run-off election held in the City on the above mentioned date, for the election of Councilmember District 2.

WHEREUPON said official returns were opened, examined, canvassed and the results declared as follows:

CANVASS OF RETURNS AND DECLARATION OF RESULTS

WHEREAS, heretofore, the City Council of the City of Duncanville, Texas, called a run-off election to be held in the City on December 8, 2020, for the following purpose:

To elect one Councilmember District 2 for a two-year term.

AND, WHEREAS, immediately after said election, the Presiding Judges and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the

City Council and no protest or objection being made to or regarding any matter pertaining to said election:

NOW, THEREFORE, be it resolved by the City Council of the City of Duncanville, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes were cast for the following named candidates for the office of Councilmember District 2:

NAME	NUMBER OF VOTES
Don McBurnett	
Misty Bain	

It appearing that _____ received a majority of all votes cast for all the candidates for the office of Councilmember District 2, and is hereby declared to be elected to the office to serve a two (2) year term after qualifying.

IT IS FURTHER ORDERED that this canvass and declaration of results of said election be entered in the Minutes of the City Council and that said officers, after they have qualified and taken their oaths, shall serve during the term commencing _____, and thereafter until their successors are duly elected and qualified.

This Resolution, declaring the results of the election shall become effective immediately after its passage.

ORDERED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the ____ day of _____, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution authorizing awards bid IFB 21-002 to Pavecon Public Works, LP for Street Reconstruction and Subsurface Utility Improvements Project at East Daniieldale Road from S. Main St. to US-67 Service Road through the City's competitive bid process with an estimated expenditure amount not to exceed \$6,581,962.21.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

This contract will provide construction of four lanes of pavement, pavement markings, signage, illumination, 12-foot & 8-foot bike and pedestrian trails, irrigation, landscaping, as well as drainage, water and wastewater utility improvements along East Daniieldale Road from North Main Street to U.S. Highway 67. The project will install approximately 2400 LF of roadway work (4-lane divided), 2400 LF of 8-foot and 2400 LF of 12-foot wide shared use concrete trails, 2260 LF of storm drainage pipe, including inlets and headwalls, 1070 LF of 18" PVC water pipe, 1780 LF of 16" PVC water pipe, 2480 LF of 8" PVC water pipe, and 2370 LF of 8" PVC sanitary sewer pipe. (Attachment. 1).

On November 6, 2018, residents voted in support of \$20,735,000.00 in general obligation bonds which was approved by City Council on February 5, 2019. Under Proposition B, \$6,600,000.00 was designated for street improvements, including sidewalk, alley, and other traffic flow improvements. \$3,100,000.00 was allocated for East Daniieldale Road from South Main Street to US Highway 67.

On May 7, 2019, City Council approved the Professional Engineering Services Agreement with Dunaway Associates. The agreement included the design of roadway, drainage, landscape and irrigation improvements as well as water and wastewater utilities. Although, the replacement of water and wastewater utilities falls outside the scope of the bond, it is best practice to replace these utilities at the time of reconstruction using the Utilities Capital Improvements Projects Fund. Additionally, the existing utilities include an 18-inch ductile iron water main built in 1978, a 16-inch ductile iron water main built in 1977, and an 8-inch clay tile wastewater main built prior to 1977.

On July 16, 2019, City Council approved a corridor study for Daniieldale Road from South Clark Road to the east City Limit to determine what the final end-state cross-section the corridor necessitates.

On November 5, 2019, Council Approved a final end-state of four vehicular lanes with supporting bike and pedestrian facilities.

On June 9, 2020, Council was shown the schematic for Daniieldale Road illustrating the landscaping, bike & pedestrian facilities, and gateway location. (Attachment 2)

The roadway vertical and horizontal alignments was designed to provide a safer environment for drivers as well as bike and pedestrian facilities that will promote non-vehicular traffic from North Main Street to U.S. Highway 67. The bike and pedestrian facilities will connect to planned bike lanes that will extend along the entire Daniieldale Road Corridor.

The drainage infrastructure was designed to accommodate current drainage standards. The landscaping and irrigation will provide a more aesthetic corridor that will encourage economic growth in this area. It will also provide a new signature gateway to the City that will replace the existing gateway improvements which will be removed due to construction. According to the City's Comprehensive Plan, the segment of East Daniieldale Rd between Main Street and US-67 is part of Opportunity Area #9 - Main Street District. The north side of the street contains several undeveloped parcels zoned Local Retail.

The improved water mains will provide higher water quality and safety and supply the adjacent Opportunity Areas. This particular segment of existing water lines consistently experiences water main breaks. In the last three years, they has been at least five major water main breaks with the most recent break occurring December 2, 2020. The improved wastewater mains will protect groundwater from seepage due to deteriorating infrastructure and reduce the chance of sanitary sewer overflows.

The contractor will have 540 calendar days to complete this project.

The Invitation to Bid IFB-21-002 was advertised in the Focus Daily News on August 14, 2020. 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, were notified via email. The City received ten completed bids prior to bid closing on November 24, 2020. Pavecon Public Works, LP, a Grand Prairie-based construction company, was the lowest responsible bidder (Attachment 4).

Staff reviewed the proposed pricing and certified that the prices offered by the recommended vendor are fair and reasonable. The City used Pavecon Public Works, LP for street mill and overlay contractual services in 2019 for various streets throughout the City. Due to the size of the project, staff asked that Dunaway Associates, the Designer of Record, contact the contractor's references. Based on previous projects successfully performed by Pavecon in the cities of Allen, Farmers Branch, and Garland, they found them acceptable for this project. They recommend the City of Duncanville enter into a contract Pavecon Public Works, LP, for the construction of the above referenced project.

POLICY EXPLANATION:

The lowest responsive bid was from Pavecon Public Works, LP, from Grand, Texas, in the amount of \$6,581,962.21. The Engineer's Opinion of Probable Cost of Construction for Base Bid plus Bid Alternative was \$6,929,908.79. Staff has reviewed the bid, bidder qualifications, and references and

recommends award to Pavecon Public Works, LP as the lowest responsive and responsible bidder for this project. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

\$3,853,274.42 is allocated in the FY21 Utilities Capital Improvements Projects Fund and \$2,728,687.79 is allocated in the Street Bond Fund for this project. The FY21 Utilities CIP Fund will cover the costs of the water and wastewater lines as well as cover the costs of 40% of the pavement. The City water and wastewater lines are currently buried below two lanes of pavement. Had the City just replaced the water and wastewater infrastructure and not performed a full rehabilitation, the Utility CIP Fund would still pay to replace the pavement removed.

Contract Log #:

1477

RECOMMENDATION:

Staff recommends approval of a resolution authorizing award of IFB #21-002, East Daniieldale Road from S. Main Street to U.S. Highway 67 Service Road Street Reconstruction and Subsurface Utility Improvements, attached hereto and incorporated herein as Exhibit "A", to Pavecon Public Works, LP through the City's competitive bid process, in an amount up to \$6,581,962.21.

ATTACHMENTS:

[Attachment 1- Project Location Map Daniieldale Road Reconstruction](#)

[Attachment 2 - Daniieldale Road Reconstruction Color Schematic, 2020-12-15](#)

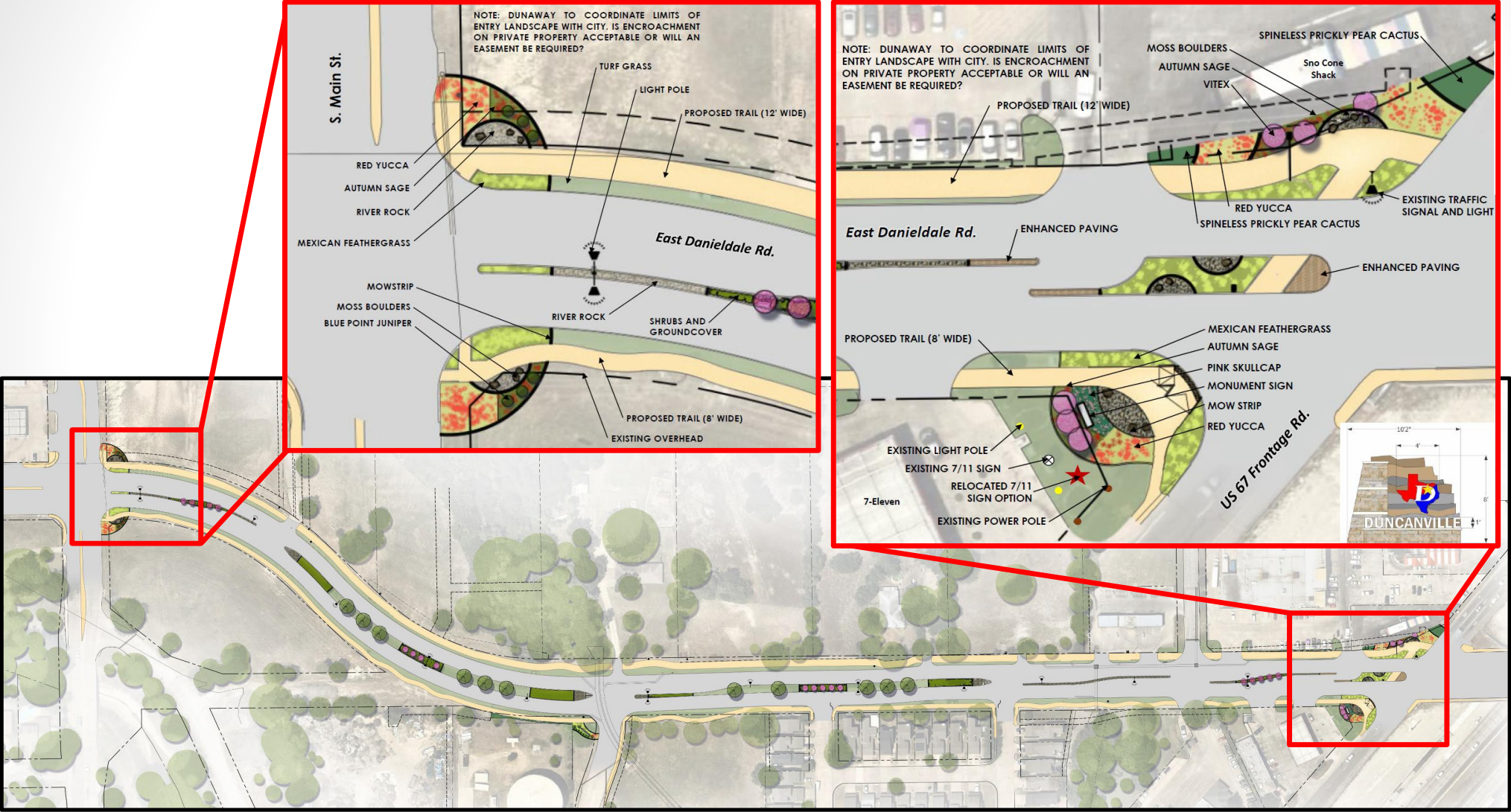
[Attachment 3 - IFB 21-002 Bid Tab Daniieldale Recon](#)

[Attachment 4 - Resolution 2020-101 - Invitation for Bid IFB 21-002 Daniieldale Reconstruction](#)

Attachement 1 - Project Location Map



Danieldale Section Plan



[illegible]

ATTACHMENT 2

[illegible]

RESOLUTION NO. 2020-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY AWARDS BID IFB 21-002 TO PAVECON PUBLIC WORKS, LP FOR STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS PROJECT AT EAST DANIELDALE ROAD FROM S. MAIN ST. TO US-67 SERVICE ROAD THROUGH THE CITY'S COMPETITIVE BID PROCESS WITH AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED \$6,581,962.21; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS AFTER APPROVAL BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has \$3,853,274.42 available in the FY21 Utility Fund and \$2,728,687.79 available in the Street Bond Fund for the design of the listed project; and

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

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

SECTION 1. The City Council hereby awards Bid IFB-21-002 to Pavecon Public Works, LP for Street Reconstruction and Subsurface Utility Improvements Project at East Danieldale Road from S. Main St. to US-67 Service Road through the City's competitive bid process, with an estimated expenditure amount not to exceed \$6,581,962.21.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 15th day of December, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Contract Documents, Specifications, and Special Provisions of
Agreement for

**THE CITY OF DUNCANVILLE
PROPOSED
E DANIELDALE ROAD
FROM S MAIN ST. TO US 67 SERVICE ROAD
STREET RECONSTRUCTION AND
SUBSURFACE UTILITY IMPROVEMENTS**

OCTOBER 2020

IFB NO.: 21-002



Public Works Department
203 E. Wheatland Rd.
Duncanville, TX 75116

Prepared by:

Dunaway Associates, L.P.
550 Bailey Ave.
Fort Worth, Texas 76107



IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

IFB 21-002 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS BID SCHEDULE

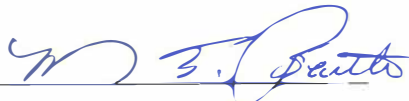
Subtotal Roadway:	\$	2,575,313.84
Subtotal Drainage:	\$	738,284.35
Subtotal Sanitary Sewer:	\$	677,336.41
Subtotal Water:	\$	1,869,572.48
Subtotal Traffic:	\$	146,328.81
Subtotal Landscape & Irrigation:	\$	317,938.94
Subtotal Miscellaneous:	\$	381,944.68
Total Cost	\$	6,706,719.51

Subtotal Bid Alternate:	\$	(124,757.30)
Total Cost with Bid Alternate:	\$	6,581,962.21

Company Name: Pavecon Public Works, LP

Address: 3022 Roy Orr Blvd., Grand Prairie, Tx 75050

Authorized Contact (Print): Michael Beattie

Signature: 

Telephone: 972-263-3223 Fax: N/A

EXHIBIT A
IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PAVING IMPROVEMENTS							
101	CLEAR AND GRUB	201.1, 204.1; TXDOT-100	LS	1	\$ One Hundred Forty Six Thousand Dollars and No Cents	\$ 146,000.00	\$ 146,000.00
101A	REMOVE TREE 6" -<15"	201-203	EA	18	\$ Five Hundred Eighty Five Dollars and Eleven Cents	\$ 585.11	\$ 10,531.98
101B	REMOVE TREE 15"-<30"	201-203	EA	7	\$ One Thousand Seven Hundred Fifty Five Dollars and Thirty Two Cents	\$ 1,755.32	\$ 12,287.24
101C	REMOVE TREE >=30"	201-203	EA	2	\$ Two Thousand Six Hundred Six Dollars and Thirty Nine Cents	\$ 2,606.39	\$ 5,212.78
102	UNCLASSIFIED EXCAVATION BY PLAN	203; TXDOT-110	CY	5100	\$ Twenty One Dollars and Eleven Cents	\$ 21.11	\$ 107,661.00
104	EXISTING TREE PROTECTION	201-203	EA	15	\$ Three Hundred Fifty Dollars and No Cents	\$ 350.00	\$ 5,250.00
108	FURNISH & INSTALL COMPACTED ROADWAY FILL	203 TXDOT-132	CY	1300	\$ Forty Nine Dollars and Fifty Six Cents	\$ 49.56	\$ 64,428.00
201	REMOVE CONC PAVEMENT, HEADER, AND INTEGRAL CURB	203; TXDOT-203	SY	21500	\$ Fifteen Dollars and Forty Three Cents	\$ 15.43	\$ 331,745.00
201A	REMOVE CONC DRIVEWAY	203; TXDOT-203	SY	600	\$ Fourteen Dollars and Eighty Eight Cents	\$ 14.88	\$ 8,928.00
202	REMOVE SEPARATE CONC CURB & GUTTER	203; TXDOT-104	LF	400	\$ Nine Dollars and Ten Cents	\$ 9.10	\$ 3,640.00
202A	REMOVE ASPHALT PVMT	203; TXDOT-105	SY	550	\$ Thirteen Dollars and Thirty Cents	\$ 13.30	\$ 7,315.00
203	REMOVE CONCRETE SIDEWALK	203; TXDOT-104	SF	8300	\$ One Dollar and Seventy Three Cents	\$ 1.73	\$ 14,359.00
209	REMOVE CONCRETE MEDIAN	203; TXDOT-104	SF	2200	\$ One Dollar and Seventy Three Cents	\$ 1.73	\$ 3,806.00
213	REMOVE & REPLACE CHAIN LINK FENCE	201	LF	540	\$ Forty Four Dollars and Eighty Nine Cents	\$ 44.89	\$ 24,240.60
320	6" CONC CURB AT BACK OF SIDEWALK	303 305.2	LF	150	\$ Twenty Dollars and No Cents	\$ 20.00	\$ 3,000.00
355	5" CONC REINF SIDEWALK, 3000 PSI	305.2; TXDOT-531 & 134	SY	4300	\$ Sixty Three Dollars and Eighty Three Cents	\$ 63.83	\$ 274,469.00

EXHIBIT A
IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
355A	CONC SIDEWALK WITH MONOLITHIC WALL	305.2	SY	850	\$ One Hundred Forty Three Dollars and Sixty Two Cents	\$ 143.62	\$ 122,077.00
429	MONOLITHIC MEDIAN NOSE	305.3; TXDOT-536	SF	400	\$ Fifteen Dollars and No Cents	\$ 15.00	\$ 6,000.00
454	9" CONC PVTMT (4000 PSI, 6 SACK)	305.2; TXDOT-360 & 134	SY	15700	\$ Seventy Three Dollars and Thirty One Cents	\$ 73.31	\$ 1,150,967.00
457	6" STAMPED INTEGRAL COLOR CONCRETE MEDIAN PAVEMENT	303 305.3	SF	190	\$ Fifteen Dollars and Ninety Six Cents	\$ 15.96	\$ 3,032.40
459	6" CONCRETE REINF DRIVEWAY	305.2; TXDOT-360 & 134	SY	900	\$ Sixty Nine Dollars and Fifteen Cents	\$ 69.15	\$ 62,235.00
509	8" LIME TREATMENT	301.2; TXDOT-260	SY	17100	\$ Five Dollars and Twenty Six Cents	\$ 5.26	\$ 89,946.00
511	HYDRATED LIME (36 LB/SY)	301.2; TXDOT-260	TN	310	\$ One Hundred Seventy Nine Dollars and Fifty Six Cents	\$ 179.56	\$ 55,663.60
607	GUARDRAIL SAFETY END TREATMENT	TXDOT-544	EA	1	\$ Five Thousand Fifty Three Dollars and Nineteen Cents	\$ 5,053.19	\$ 5,053.19
618A	TXDOT TYPE 2 ADA RAMP	TXDOT-531	EA	2	\$ One Thousand Nine Hundred Fourteen Dollars and Eighty Nine Cents	\$ 1,914.89	\$ 3,829.78
618B	TXDOT TYPE 7 ADA RAMP	TXDOT-531	EA	20	\$ One Thousand Nine Hundred Sixty Eight Dollars and Nine Cents	\$ 1,968.09	\$ 39,361.80
618C	TXDOT TYPE 21 ADA RAMP	TXDOT-531	EA	1	\$ Two Thousand Seventy Four Dollars and Forty Seven Cents	\$ 2,074.47	\$ 2,074.47
630	REMOVE & RESET MAIL BOX	203	EA	2	\$ Two Thousand Five Hundred Dollars and No Cents	\$ 2,500.00	\$ 5,000.00
902C	REMOVABLE BOLLARD	303, 806; TXDOT-555033	EA	6	\$ One Thousand Two Hundred Dollars and No Cents	\$ 1,200.00	\$ 7,200.00
Paving Subtotal							\$ 2,575,313.84

EXHIBIT A
IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
DRAINAGE IMPROVEMENTS							
1003A	21" RCP, CLASS III	502.12 504 508	LF	540	\$ Ninety Eight Dollars and Thirty Cents	\$ 98.30	\$ 53,082.00
1004A	24" RCP, CLASS III	502.12 504 508	LF	700	\$ One Hundred Ten Dollars and Four Cents	\$ 110.04	\$ 77,028.00
1006B	30" RCP, CLASS IV	502.12 504 508	LF	60	\$ One Hundred Twenty Eight Dollars and Forty Seven Cents	\$ 128.47	\$ 7,708.20
1008A	36" RCP, CLASS III	502.12 504 508	LF	190	\$ One Hundred Fifty Nine Dollars and Ninety Eight Cents	\$ 159.98	\$ 30,396.20
1009A	42" RCP, CLASS III	502.12 504 508	LF	90	\$ One Hundred Ninety Seven Dollars and Twenty Three Cents	\$ 197.23	\$ 17,750.70
1012B	60" RCP, CLASS IV	502.12 504 508	LF	680	\$ Four Hundred Eighteen Dollars and Thirty Cents	\$ 418.30	\$ 284,444.00
1201	10' STANDARD CURB INLET	502.12 702	EA	1	\$ Six Thousand Sixty Three Dollars and Eighty Three Cents	\$ 6,063.83	\$ 6,063.83
1207	10' RECESSED CURB INLET	502.12 702	EA	4	\$ Five Thousand Five Hundred Forty Two Dollars and Fifty Five Cents	\$ 5,542.55	\$ 22,170.20
1208	15' RECESSED CURB INLET	502.12 702	EA	3	\$ Seven Thousand Three Hundred Eighty Two Dollars and Ninety Eight Cents	\$ 7,382.98	\$ 22,148.94
1224	20' RECESSED CURB INLET	502.12 702	EA	6	\$ Nine Thousand Four Hundred Four Dollars and Twenty Six Cents	\$ 9,404.26	\$ 56,425.56
1301A	42" PARALLEL HEADWALL, 1 PIPE	502.12 702	EA	1	\$ Eleven Thousand Nine Hundred Fourteen Dollars and Eighty Nine Cents	\$ 11,914.89	\$ 11,914.89
1301B	60" FLARED HEADWALL, 2 PIPES	502.12 702	EA	2	\$ Seventeen Thousand Forty Seven Dollars and Eighty Seven Cents	\$ 17,047.87	\$ 34,095.74
1308B	5' STORM JUNCTION BOX	502.12 702	EA	2	\$ Six Thousand Six Hundred Forty Eight Dollars and Ninety Four Cents	\$ 6,648.94	\$ 13,297.88
1308C	6' STORM JUNCTION BOX	502.12 702	EA	1	\$ Eight Thousand Seven Hundred Seven Dollars and Forty Five Cents	\$ 8,707.45	\$ 8,707.45
1332	GROUTED RIPRAP (12" - 18" THICKNESS)	803.3	SY	100	\$ One Hundred Nineteen Dollars and Fifteen Cents	\$ 119.15	\$ 11,915.00
1501	REMOVE EXISITING HEADWALL	203	EA	3	\$ One Thousand Four Hundred Sixty Two Dollars and Seventy Seven Cents	\$ 1,462.77	\$ 4,388.31

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1505A	REMOVE 5' CURB INLET	203	EA	1	\$ Eight Hundred Sixty One Dollars and Seventy Cents	\$ 861.70	\$ 861.70
1505B	REMOVE 10' CURB INLET	203	EA	3	\$ One Thousand One Hundred Seventy Dollars and Twenty One Cents	\$ 1,170.21	\$ 3,510.63
1505C	REMOVE 15' CURB INLET	203	EA	1	\$ One Thousand Four Hundred Thirty Dollars and Eighty Five Cents	\$ 1,430.85	\$ 1,430.85
1505D	REMOVE 30' CURB INLET	203	EA	1	\$ Two Thousand Three Hundred Twenty Four Dollars and Forty Seven Cents	\$ 2,324.47	\$ 2,324.47
1612A	REMOVE 18" RCP STORM LINE	203	LF	230	\$ Seventeen Dollars and Two Cents	\$ 17.02	\$ 3,914.60
1612B	REMOVE 21" RCP STORM LINE	203	LF	50	\$ Seventeen Dollars and Fifty Five Cents	\$ 17.55	\$ 877.50
1612C	REMOVE 30" RCP STORM LINE	203	LF	120	\$ Nineteen Dollars and Fifteen Cents	\$ 19.15	\$ 2,298.00
1612D	REMOVE 39" RCP STORM LINE	203	LF	250	\$ Twenty Two Dollars and Eighty Seven Cents	\$ 22.87	\$ 5,717.50
1612E	REMOVE 48" RCP STORM LINE	203	LF	430	\$ Twenty Seven Dollars and Thirteen Cents	\$ 27.13	\$ 11,665.90
1612F	REMOVE 60" RCP STORM LINE	203	LF	440	\$ Thirty Dollars and Eighty Five Cents	\$ 30.85	\$ 13,574.00
2201	TRENCH SAFETY FOR DRAINAGE	107.20; TXDOT 402	LF	2340	\$ One Dollar and Six Cents	\$ 1.06	\$ 2,480.40
7520C	TEMPORARY PAVEMENT REPAIR, 2" TYPE D HMA	402.4.2	SY	1390	\$ Twenty Dollars and Twenty One Cents	\$ 20.21	\$ 28,091.90
Drainage Subtotal						\$	738,284.35

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
EXHIBIT A
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
SANITARY SEWER IMPROVEMENTS							
3100J	8" ASTM 3034 SDR-26 PVC SEWER MAIN, OPEN CUT	501.17 502.12 504 507	LF	1260	\$ One Hundred Twelve Dollars and Twenty Three Cents	\$ 112.23	\$ 141,409.80
3110J	8" ASTM D2241 DR-26 (160 PSI) PVC SEWER MAIN, BY OPEN CUT	501.15 502.12 504 507	LF	1090	\$ One Hundred Twenty One Dollars and Twenty Eight Cents	\$ 121.28	\$ 132,195.20
3560	CONNECT TO EXISTING MANHOLE	502.11	EA	3	\$ One Thousand Three Hundred Fifty Eight Dollars and Fifty One Cents	\$ 1,358.51	\$ 4,075.53
3570HxJ	8" HDPE ASTM F714 DR-17, BY PIPEBURSTING	501.21 601.8	LF	110	\$ One Hundred Ninety Eight Dollars and Ninety Four Cents	\$ 198.94	\$ 21,883.40
5990J	8" ASTM D2241 DR-26 PVC SEWER MAIN, BY OTHER THAN OPEN CUT IN 20" BY 0.375" STEEL CASING	505.15 503	LF	280	\$ Three Hundred Thirty Five Dollars and Eleven Cents	\$ 335.11	\$ 93,830.80
6061	6" PVC SEWER LATERAL	502.10.4 504 507	LF	90	\$ One Hundred Sixty Eight Dollars and Nine Cents	\$ 168.09	\$ 15,128.10
6062	6" DOUBLE CLEANOUT	502.2 504 507	EA	4	\$ Eight Hundred Eighty Eight Dollars and Thirty Cents	\$ 888.30	\$ 3,553.20
6100	WASTEWATER ACCESS DEVICE	502.2	EA	6	\$ Two Thousand Three Hundred Eighty Two Dollars and Ninety Eight Cents	\$ 2,382.98	\$ 14,297.88
6110AE	4" DIA. DROP SANITARY SEWER MANHOLE (<10' DEPTH)	502.1 504	EA	2	\$ Ten Thousand One Hundred Dollars and No Cents	\$ 10,100.00	\$ 20,200.00
6110AG	5" DIA. DROP SANITARY SEWER MANHOLE (10'-20' DEPTH)	502.1 504	EA	3	\$ Sixteen Thousand Nine Hundred Fifty Three Dollars and Nineteen Cents	\$ 16,953.19	\$ 50,859.57
6130AE	4" DIA. STANDARD SANITARY SEWER MANHOLE (< 10' DEPTH)	502.1 504	EA	7	\$ Seven Thousand Six Hundred Thirty Seven Dollars and Twenty Three Cents	\$ 7,637.23	\$ 53,460.61
6130AG	5" DIA. STANDARD SANITARY SEWER MANHOLE (10'-20' DEPTH)	502.1 504	EA	4	\$ Eleven Thousand Three Hundred Fifty One Dollars and Six Cents	\$ 11,351.06	\$ 45,404.24
6140	ABANDON EXISTING SEWER MANHOLE IN PLACE	701.2	EA	3	\$ One Thousand Two Hundred Twenty Eight Dollars and Seventy Two Cents	\$ 1,228.72	\$ 3,686.16
6140A	REMOVE EXISTING SEWER MANHOLE	701.2	EA	1	\$ One Thousand Ten Dollars and Sixty Four Cents	\$ 1,010.64	\$ 1,010.64
6140B	REMOVE EXISTING CLEANOUT	701.2	EA	1	\$ Two Hundred Seventy Six Dollars and Sixty Cents	\$ 276.60	\$ 276.60
6700	20" BY 0.375" STEEL CASING PIPE	501.9 503.2	LF	120	\$ One Hundred Thirty Seven Dollars and Twenty Three Cents	\$ 137.23	\$ 16,467.60

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
6920	PRE- AND POST- CCTV	507.5	LF	2810	\$ Two Dollars and Seven Cents	\$ 2.07	\$ 5,816.70
6925A	TRENCH SAFETY FOR SANITARY SEWER	107.20; TXDOT 402	LF	2470	\$ One Dollar and Six Cents	\$ 1.06	\$ 2,618.20
7520A	TEMPORARY PAVEMENT REPAIR, 2" TYPE D HMAC	402.4.2	SY	1100	\$ Twenty Dollars and Twenty One Cents	\$ 20.21	\$ 22,231.00
7521A	TYPE I PERMANENT PAVEMENT REPAIR (8" REINFORCED CONCRETE)	402.4.4	SY	210	\$ One Hundred Five Dollars and Thirty Two Cents	\$ 105.32	\$ 22,117.20
7522A	TYPE II PERMANENT PAVEMENT REPAIR (2" TYPE D HMAC, 6" REINFORCED CONCRETE)	402.4.5	SY	40	\$ One Hundred Twenty One Dollars and Twenty Eight Cents	\$ 121.28	\$ 4,851.20
20500B	EXPLORATORY EXCAVATION OF EXISTING UTILITIES	201.2	EA	3	\$ Six Hundred Fifty Four Dollars and Twenty Six Cents	\$ 654.26	\$ 1,962.78
Sanitary Sewer Subtotal						\$	677,336.41

EXHIBIT A
IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
WATER IMPROVEMENTS							
1800H	6" AWWA C900, DR25 PVC WATER LINE, BY OPEN CUT	501.14 504 505 506	LF	200	\$ Seventy Six Dollars and Sixty Cents	\$ 76.60	\$ 15,320.00
1800J	8" AWWA C900, DR25 PVC WATER LINE, BY OPEN CUT	501.14 504 505 506	LF	2500	\$ Eighty Three Dollars and Fifty One Cents	\$ 83.51	\$ 208,775.00
1800L	12" AWWA C900, DR25 PVC WATER LINE, BY OPEN CUT	501.14 504 505 506	LF	20	\$ One Hundred Dollars and No Cents	\$ 100.00	\$ 2,000.00
1800Q	16" AWWA C905, DR25 PVC WATER LINE, BY OPEN CUT	501.14 504 505 506	LF	1640	\$ One Hundred Twenty Three Dollars and Forty Cents	\$ 123.40	\$ 202,376.00
1800R	18" AWWA C905, DR25 PVC WATER LINE, BY OPEN CUT	501.14 504 505 506	LF	390	\$ One Hundred Forty Dollars and Ninety Six Cents	\$ 140.96	\$ 54,974.40
1820Q	16" RESTRAINED JOINT PVC WATER PIPE	501.14 502.4.2 504 505 507	LF	140	\$ One Hundred Fifty Nine Dollars and Fifty Seven Cents	\$ 159.57	\$ 22,339.80
1820R	18" RESTRAINED JOINT PVC WATER PIPE	501.14 502.4.2 504 505 507	LF	710	\$ One Hundred Eighty Five Dollars and Eleven Cents	\$ 185.11	\$ 131,428.10
5020	DUCTILE IRON WATER FITTINGS WITH RESTRAINT	501.7 502.4	TON	23	\$ Seven Thousand Nine Hundred Thirty One Dollars and Ninety One Cents	\$ 7,931.91	\$ 182,433.93
5050	2" WATER SERVICE CONNECTION & METER BOX	502.10.3 504	EA	11	\$ Two Thousand Seven Hundred Dollars and No Cents	\$ 2,700.00	\$ 29,700.00
5051	CONNECT TO EX. SERVICE BY LICENSED PLUMBER	502.10.3 504	LS	1	\$ One Thousand Three Hundred Seventeen Dollars and Two Cents	\$ 1,317.02	\$ 1,317.02
5091	FIRE HYDRANT ASSEMBLY	502.3	EA	16	\$ Three Thousand Eight Hundred Three Dollars and Nineteen Cents	\$ 3,803.19	\$ 60,851.04
5092	REMOVE & SALVAGE EX. FIRE HYDRANT & APPURTENANCES	106.3 201	EA	6	\$ Five Hundred Forty Two Dollars and Fifty Five Cents	\$ 542.55	\$ 3,255.30
5100H	6" GATE VALVE & VALVE STACK	502.6.6	EA	18	\$ One Thousand Two Hundred Fifty Dollars and No Cents	\$ 1,250.00	\$ 22,500.00
5100J	8" GATE VALVE & VALVE STACK	502.6.6	EA	20	\$ One Thousand Six Hundred Thirty Eight Dollars and Thirty Cents	\$ 1,638.30	\$ 32,766.00
5100L	12" GATE VALVE & VALVE STACK	502.6.6	EA	1	\$ Three Thousand Seven Hundred Seven Dollars and Forty Five Cents	\$ 3,707.45	\$ 3,707.45

EXHIBIT A
IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
5100Q	16" GATE VALVE AND VAULT	502.6.6	EA	21	\$ Fifteen Thousand Nine Hundred Fifteen Dollars and Ninety Six Cents	\$ 15,915.96	\$ 334,235.16
5100R	18" GATE VALVE AND VAULT	502.6.6	EA	12	\$ Twenty One Thousand Forty One Dollars and Forty Nine Cents	\$ 21,041.49	\$ 252,497.88
5120H	REMOVE AND SALVAGE EXISTING 6" GATE VALVE	502.6	EA	6	\$ Four Hundred Sixty Eight Dollars and Nine Cents	\$ 468.09	\$ 2,808.54
5120J	REMOVE AND SALVAGE EXISTING 8" GATE VALVE	502.6	EA	16	\$ Four Hundred Eighty Nine Dollars and Thirty Six Cents	\$ 489.36	\$ 7,829.76
5120Q	REMOVE AND SALVAGE EXISTING 16" GATE VALVE	502.6	EA	4	\$ Nine Hundred Sixty Two Dollars and Seventy Seven Cents	\$ 962.77	\$ 3,851.08
5120R	REMOVE AND SALVAGE EXISTING 18" GATE VALVE	502.6	EA	2	\$ One Thousand One Hundred Ninety Six Dollars and Eighty One Cents	\$ 1,196.81	\$ 2,393.62
5500J	8" WATER MAIN, BY OTHER THAN OPEN CUT IN 20" BY 0.375" STEEL CASING	501.14 503	LF	70	\$ Three Hundred Seventy Five Dollars and Fifty Three Cents	\$ 375.53	\$ 26,287.10
5500Q	16" WATER MAIN, BY OTHER THAN OPEN CUT IN 24" BY 0.375" STEEL CASING	501.14 503	LF	100	\$ Four Hundred Forty Seven Dollars and Eighty Seven Cents	\$ 447.87	\$ 44,787.00
5500R	18" WATER MAIN, BY OTHER THAN OPEN CUT IN 24" BY 0.375" STEEL CASING	501.14 503	LF	30	\$ Six Hundred Thirty Five Dollars and Eleven Cents	\$ 635.11	\$ 19,053.30
5600	CUT & PLUG EX. WATER MAIN	501.7 502.4	EA	55	\$ Eight Hundred Sixty Five Dollars and Ninety Six Cents	\$ 865.96	\$ 47,627.80
5761	2" AIR RELEASE VALVE	502.6.6	EA	3	\$ Nine Thousand Four Hundred Nine Dollars and Fifty Seven Cents	\$ 9,409.57	\$ 28,228.71
5802	2" BULLHEAD WATER SERVICE & METER BOXES	502.10.3 504	EA	1	\$ Three Thousand Four Hundred Seventy One Dollars and Twenty Eight Cents	\$ 3,471.28	\$ 3,471.28
6925B	TRENCH SAFETY FOR WATER	107.20; TXDOT-402	LF	5630	\$ One Dollar and Six Cents	\$ 1.06	\$ 5,967.80
7520B	TEMPORARY PAVEMENT REPAIR, 2" TYPE D HMAC	402.4.2	SY	2400	\$ Twenty Dollars and Twenty One Cents	\$ 20.21	\$ 48,504.00
7521B	TYPE I PERMANENT PAVEMENT REPAIR (8" REINFORCED CONCRETE)	402.4.4	SY	340	\$ One Hundred Five Dollars and Thirty Two Cents	\$ 105.32	\$ 35,808.80
7522B	TYPE II PERMANENT PAVEMENT REPAIR (2" TYPE D HMAC, 6" REINFORCED CONCRETE)	402.4.5	SY	7	\$ One Hundred Twenty One Dollars and Twenty Eight Cents	\$ 121.28	\$ 848.96

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
EXHIBIT A
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
20400H	CONNECT TO EXISTING 6" MAIN	506.6	EA	1	\$ One Thousand Two Hundred Twenty Eight Dollars and Seventy Two Cents	1,228.72	1,228.72
20400J	CONNECT TO EXISTING 8" MAIN	506.6	EA	6	\$ One Thousand Three Hundred Seventy Two Dollars and Thirty Four Cents	1,372.34	8,234.04
20400L	CONNECT TO EXISTING 12" MAIN	506.6	EA	1	\$ One Thousand Nine Hundred Nine Dollars and Fifty Seven Cents	1,909.57	1,909.57
20400Q	CONNECT TO EXISTING 16" MAIN	506.6	EA	2	\$ Three Thousand One Hundred Twenty Two Dollars and Thirty Four Cents	3,122.34	6,244.68
20400R	CONNECT TO EXISTING 18" MAIN	506.6	EA	3	\$ Four Thousand Two Hundred Thirty Four Dollars and Four Cents	4,234.04	12,702.12
20500C	EXPLORATORY EXCAVATION OF EXISTING UTILITIES	201.2	EA	2	\$ Six Hundred Fifty Four Dollars and Twenty Six Cents	654.26	1,308.52
Water Subtotal							\$ 1,869,572.48

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
TRAFFIC IMPROVEMENTS							
650	3" CONDT PVC SCH 40 (T)	805.4 504 505	LF	2400	\$ Twenty One Dollars and Twenty Eight Cents	\$ 21.28	\$ 51,072.00
651	FURNISH/INSTALL RDWY ILLUM FOUNDATION TY 9	See Oncor Specs	EA	14	\$ Two Thousand One Hundred Fifty Two Dollars and Thirteen Cents	\$ 2,152.13	\$ 30,129.82
652	GROUND BOX TYPE A	805.4	EA	1	\$ Nine Hundred Fifty Seven Dollars and Forty Five Cents	\$ 957.45	\$ 957.45
700A	4" BRK PVMT MARKING (W)	TXDOT- 666	LF	450	\$ One Dollar and Twelve Cents	\$ 1.12	\$ 504.00
700B	4" SLD PVMT MARKING (W)	TXDOT- 666	LF	1120	\$ One Dollar and Twelve Cents	\$ 1.12	\$ 1,254.40
700C	4" BRK PVMT MARKING (Y)	TXDOT- 666	LF	510	\$ One Dollar and Twelve Cents	\$ 1.12	\$ 571.20
700D	4" DOT PVMT MARKING (W)	TXDOT- 666	LF	40	\$ Three Dollars and Nineteen Cents	\$ 3.19	\$ 127.60
701	8" SLD PVMT MARKING (W)	TXDOT- 666	LF	1290	\$ Two Dollars and Thirteen Cents	\$ 2.13	\$ 2,747.70
705B	8" DOUBLE SLD PVMT MARKING (Y)	TXDOT- 666	LF	160	\$ Four Dollars and Twenty Six Cents	\$ 4.26	\$ 681.60
705C	12" SLD PVMT MARKING (W)	TXDOT- 666	LF	640	\$ Four Dollars and Twenty Six Cents	\$ 4.26	\$ 2,726.40
707	24" SLD PVMT MARKING (W)	TXDOT- 666	LF	410	\$ Six Dollars and Thirty Eight Cents	\$ 6.38	\$ 2,615.80
709A	LANE LEGEND ARROW	TXDOT- 666	EA	19	\$ One Hundred Forty Three Dollars and Sixty Two Cents	\$ 143.62	\$ 2,728.78
709B	LANE LEGEND WORD	TXDOT- 666	EA	5	\$ One Hundred Thirty Eight Dollars and Thirty Cents	\$ 138.30	\$ 691.50
715A	REFL RAISED MARKER TY II-A-A	TXDOT- 672	EA	40	\$ Four Dollars and Twenty Six Cents	\$ 4.26	\$ 170.40
715B	REFL RAISED MARKER TY II-C-R	TXDOT- 672	EA	330	\$ Four Dollars and Twenty Six Cents	\$ 4.26	\$ 1,405.80
715C	REFL RAISED MARKER TY I-C	TXDOT- 672	EA	20	\$ Four Dollars and Twenty Six Cents	\$ 4.26	\$ 85.20

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
EXHIBIT A
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
716	4" TY P-7 TRAFFIC BUTTON (W)	TXDOT-672	EA	580	\$ Four Dollars and Twenty Six Cents	4.26	\$ 2,470.80
717A	FLEX POST DELINEATOR (SINGLE WHITE), SRF MOUNTED	TXDOT-658	EA	100	\$ One Hundred Seventy Five Dollars and Fifty Three Cents	175.53	\$ 17,553.00
718B	OBLITERATE EXISTING 12" MARK	203; TXDOT-677	LF	470	\$ Two Dollars and Sixty Six Cents	2.66	\$ 1,250.20
718D	OBLITERATE EXISTING 24" MARK	203; TXDOT-677	LF	40	\$ Three Dollars and Seventy Two Cents	3.72	\$ 148.80
728B	FURNISH/INSTALL ALUM SIGN & GROUND MOUNT PER CITY STD.	TXDOT-644	EA	24	\$ Five Hundred Fifty Eight Dollars and Fifty One Cents	558.51	\$ 13,404.24
765	FURNISH/INSTALL PEDESTRIAN SIGNAL POLE AND FOUNDATION	TXDOT-687	EA	3	\$ One Thousand Six Hundred Forty One Dollars and Forty Nine Cents	1,641.49	\$ 4,924.47
769	INSTALL PEDESTAL POLE FOUNDATION	TXDOT-687	EA	1	\$ One Thousand Six Hundred Forty One Dollars and Forty Nine Cents	1,641.49	\$ 1,641.49
783	INSTALL 3" PVC CONDUIT SCH 40	TXDOT-618	LF	50	\$ Twenty Four Dollars and Forty Seven Cents	24.47	\$ 1,223.50
783A	REMOVE EX. CONDUIT	TXDOT-100	LF	20	\$ Twelve Dollars and Seventy Seven Cents	12.77	\$ 255.40
801	RELOCATE PEDESTRIAN PUSH BUTTON	TXDOT-687	EA	4	\$ Two Hundred Seventy Six Dollars and Sixty Cents	276.60	\$ 1,106.40
801A	RELOCATE EX. PED POLE ASSEMBLY	TXDOT-687	EA	1	\$ Two Thousand Six Hundred Four Dollars and Twenty Six Cents	2,604.26	\$ 2,604.26
809	ADJUST EX. SIGNAL BOX TO GRADE	TXDOT-690	EA	1	\$ One Thousand Two Hundred Seventy Six Dollars and Sixty Cents	1,276.60	\$ 1,276.60
Traffic Subtotal							\$ 146,328.81

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
EXHIBIT A
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
LANDSCAPE & IRRIGATION							
107	COMPOST MANUFACTURED TOPSOIL, 4" DEPTH	204.2 204.3	CY	750	\$ Sixty One Dollars and Seventy Cents	\$ 61.70	\$ 46,275.00
654	SOLID SOD BERMUDAGRASS	204.5; TXDOT - 160 & 162	SY	936	\$ Five Dollars and Five Cents	\$ 5.05	\$ 4,726.80
656	HYDROMULCH BERMUDAGRASS	204.6	SY	7873	\$ Two Dollars and Ninety Three Cents	\$ 2.93	\$ 23,067.89
900A	LIVE OAK (3" CAL.) (SHADE TREE)	SPECIAL SPEC. 02950	EA	11	\$ Six Hundred Ninety One Dollars and Forty Nine Cents	\$ 691.49	\$ 7,606.39
900B	CHASTE TREE (30 GAL.) (ORNAMENTAL TREE)	SPECIAL SPEC. 02950	EA	11	\$ Three Hundred Nineteen Dollars and Fifteen Cents	\$ 319.15	\$ 3,510.65
900C	CRAPE MYRTLE 'NATCHEZ' (30 GAL.) (ORNAMENTAL TREE)	SPECIAL SPEC. 02950	EA	9	\$ Thirty One Dollars and Ninety One Cents	\$ 31.91	\$ 287.19
901A	ASIAN JASMINE (4" POT)	SPECIAL SPEC. 02950	EA	4236	\$ One Dollar and Sixty Cents	\$ 1.60	\$ 6,777.60
901B	LIRIOPE 'BIG BLUE' (4" POT)	SPECIAL SPEC. 02951	EA	8083	\$ One Dollar and Sixty Cents	\$ 1.60	\$ 12,932.80
901C	MEXICAN FEATHERGRASS (1-GAL)	SPECIAL SPEC. 02952	EA	1424	\$ Five Dollars and Eighty Five Cents	\$ 5.85	\$ 8,330.40
901D	PINK SKULLCAP(1-GAL)	SPECIAL SPEC. 02953	EA	9	\$ Nine Dollars and Fifty Seven Cents	\$ 9.57	\$ 86.13
901E	GULF COAST MUHLY (3-GAL)	SPECIAL SPEC. 02954	EA	166	\$ Twenty Two Dollars and Eighty Seven Cents	\$ 22.87	\$ 3,796.42
901F	AUTUMN SAGE (3-GAL)	SPECIAL SPEC. 02955	EA	151	\$ Twenty Five Dollars and Fifty Three Cents	\$ 25.53	\$ 3,855.03
900G	BLUE POINT JUNIPER (5-GAL.) (ORNAMENTAL TREE)	SPECIAL SPEC. 02950	EA	6	\$ Six Hundred Ninety One Dollars and Forty Nine Cents	\$ 691.49	\$ 4,148.94
901H	RED YUCCA 'BRAKELIGHTS' (5-GAL)	SPECIAL SPEC. 02956	EA	107	\$ Thirty One Dollars and Thirty Eight Cents	\$ 31.38	\$ 3,357.66
901I	SEA GREEN JUNIPER (5-GAL)	SPECIAL SPEC. 02957	EA	22	\$ Twenty Eight Dollars and Nineteen Cents	\$ 28.19	\$ 620.18
901J	SPINELESS PRICKLY PEAR (5-GAL)	SPECIAL SPEC. 02958	EA	14	\$ Forty Seven Dollars and Eighty Seven Cents	\$ 47.87	\$ 670.18

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
901K	TEXAS SAGE 'GREEN CLOUD' (5-GAL)	SPECIAL SPEC. 02959	EA	89	\$ Twenty Eight Dollars and Nineteen Cents	28.19	\$ 2,508.91
907B	HARDWOOD MULCH	204.7	CY	75	\$ Forty Seven Dollars and Eighty Seven Cents	47.87	\$ 3,590.25
907C	DECOMPOSED GRANITE MULCH, 4" THICK	SEE PLANS	SF	6037	\$ Two Dollars and Seven Cents	2.07	\$ 12,496.59
914	CONCRETE MOWSTRIP (8" WIDTH)	303	LF	714	\$ Twenty Nine Dollars and Twenty Six Cents	29.26	\$ 20,891.64
921	IRRIGATION SYSTEM	SPECIAL SPEC. 02975	LS	1	\$ Thirty Thousand Three Hundred Nineteen Dollars and Fifteen Cents	30,319.15	\$ 30,319.15
921A	PRIVATE IRRIGATION ALLOWANCE	SPECIAL SPEC. 02975	LS	1	\$ Ten Thousand Dollars and No Cents	10,000.00	\$ 10,000.00
923A	NATIVE LANDSCAPE BOULDERS	SEE PLANS	EA	23	\$ Five Hundred Five Dollars and Thirty Two Cents	505.32	\$ 11,622.36
923B	COLORADO RIVER ROCK, 2" TO 4" DIA.	SEE PLANS	SF	3341	\$ Six Dollars and Ninety One Cents	6.91	\$ 23,086.31
923B	CITY MONUMENT SIGN (ADDENDUM NO. 4)	SEE PLANS	EA	1	\$ Seventy Three Thousand Three Hundred Seventy Four Dollars and Forty Seven Cents	73,374.47	\$ 73,374.47
Landscape & Irrigation Subtotal							\$ 317,938.94

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	LIMIT PRICE	AMOUNT BID
MISCELLANEOUS ITEMS							
110	MOBILIZATION @ 5%	201 203	LS	1	\$ Three Hundred Thousand Dollars and No Cents	\$ 300,000.00	\$ 300,000.00
1227	SWPPP ≥ 1 ACRE	202	LS	1	\$ Seven Thousand Two Hundred Dollars and No Cents	\$ 7,200.00	\$ 7,200.00
1601	TRAFFIC CONTROL	105 107	LS	1	\$ Sixty Nine Thousand Two Hundred Fifty Five Dollars and Thirty Two Cents	\$ 69,255.32	\$ 69,255.32
2220	PROJECT SIGN	107.21	EA	2	\$ Four Hundred Ninety Four Dollars and Sixty Eight Cents	\$ 494.68	\$ 989.36
2225	RELOCATION OF EXISTING 7-11 SIGN	201.2.3	LS	1	\$ Four Thousand Five Hundred Dollars and No Cents	\$ 4,500.00	\$ 4,500.00
Miscellaneous Subtotal							\$ 381,944.68

IFB 21-002 E DANIELDALE RD - STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS
BID SCHEDULE

NO.	DESCRIPTION	NCTCOG SPEC.	UNIT	QUANTITY	BIDDER'S PROPOSAL		
					BID PRICE WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
BID ALTERNATE							
1003D	21" POLYPROPYLENE PIPE	501.23 504 508	LF	540	\$ Ninety Four Dollars and Sixty Eight Cents	\$ 94.68	\$ 51,127.20
	SUBTRACT FROM BASE BID: 21" RCP, CLASS III		LF	- 540	\$ Hundred Ninety Eight Dollars and Thirty Cents	\$ (98.30)	\$ (53,082.00)
1004D	24" POLYPROPYLENE PIPE	501.23 504 508	LF	700	\$ One Hundred Four Dollars and Eighty Nine Cents	\$ 104.89	\$ 73,423.00
	SUBTRACT FROM BASE BID: 24" RCP, CLASS III		LF	- 700	\$ One Hundred Ten Dollars and Four Cents	\$ (110.04)	\$ (77,028.00)
1006D	30" POLYPROPYLENE PIPE	501.23 504 508	LF	60	\$ One Hundred Nineteen Dollars and Sixty Eight Cents	\$ 119.68	\$ 7,180.80
	SUBTRACT FROM BASE BID: 30" RCP, CLASS IV		LF	- 60	\$ One Hundred Twenty Eight Dollars and Forty Seven Cents	\$ (128.47)	\$ (7,708.20)
1008D	36" POLYPROPYLENE PIPE	501.23 504 508	LF	190	\$ One Hundred Forty Seven Dollars and Thirty Four Cents	\$ 147.34	\$ 27,994.60
	SUBTRACT FROM BASE BID: 36" RCP, CLASS III		LF	- 190	\$ One Hundred Fifty Nine Dollars and Ninety Eight Cents	\$ (159.98)	\$ (30,396.20)
1009D	42" POLYPROPYLENE PIPE	501.23 504 508	LF	90	\$ Two Hundred One Dollars and Six Cents	\$ 201.06	\$ 18,095.40
	SUBTRACT FROM BASE BID: 42" RCP, CLASS III		LF	- 90	\$ One Hundred Ninety Seven Dollars and Twenty Three Cents	\$ (197.23)	\$ (17,750.70)
1012D	60" POLYPROPYLENE PIPE	501.23 504 508	LF	680	\$ Two Hundred Forty Six Dollars and Eighty One Cents	\$ 246.81	\$ 167,830.80
	SUBTRACT FROM BASE BID: 60" RCP, CLASS IV		LF	- 680	\$ Four Hundred Eighteen Dollars and Thirty Cents	\$ (418.30)	\$ (284,444.00)
Bid Alternate Subtotal						\$	(124,757.30)

EXHIBIT A

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Pavecon Public Works, LP

3022 Roy Orr Blvd., Grand Prairie, Texas 75050

_____ as Principal, hereinafter called the Principal,

and the Continental Casualty Company,

of 151 N. Franklin, Chicago, IL 60606, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Duncanville, Texas, 203 E. Wheatland Road, Duncanville, TX 75138- as Obligor, hereinafter called the Obligor,

in the sum of *** FIVE PERCENT OF TOTAL AMOUNT BID BY PRINCIPAL ***

Dollars (5% TAB), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

East Danieldale Road from Main St. to US 67 Service Road Street Reconstruction

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

Signed and sealed this 9th day of November, 2020.

Cindy Castello

Witness

Pavecon Public Works, LP

(Seal)

Principal

Daniel Kilman, President

Title

Continental Casualty Company

By

Patricia Ann Lytle

Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT
EXHIBIT A

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Addison, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of April, 2020.

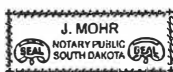


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of November 2020



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Page 21 of 26

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT A

FY2020 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS

SCHEDULE OF MAJOR MATERIALS – Suppliers

- a. Reinforcing Steel: Fabco
- b. Concrete: Lathmore Materials
- c. Asphalt: N/A
- d. Pipe: Rinker

In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to ensure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until the final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

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 the Engineer.

The Contractor shall begin the work as specified in the work order and agrees to substantially complete the work within 480 calendar days, as specified in the work order.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final. The Bidder acknowledges that quantities determined as provided in the Contract Documents.

The undersigned, as Bidder, declares that in the event of the award of a contract to the undersigned, the undersigned will comply with Immigration Reform & Control Act of 1986.

The undersigned, as Bidder, declares that in the event of the award of a contract to the undersigned, the undersigned will comply with the Americans with Disabilities Act of 1990.

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

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

Addendum No. 1: Dated November 2, 2020 Received M. S. Pardo

Addendum No. 2: Dated November 16, 2020 Received M. S. Pardo

Addendum No. 3: Dated November 11, 2020 Received M. S. Pardo

Contractor hereby acknowledges that he has a copy of the following document in his possession:

"Standard Specifications for Public Works Construction, latest edition, as published by the North Central Texas Council of Governments"

Addendum No. 4: Dated November 17, 2020 Received M. S. Pardo

EXHIBIT A

**FY2020 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY
BIDDER QUALIFICATION & INFORMATION FORM**

BIDDERS QUALIFICATIONS

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

- In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Duncanville requirements.
- Bidder's background, services provided and number of years in business.
- Bidders shall. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.
- Bidder shall provide a minimum of 3 reference projects performed by the bidder to provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The reference projects shall meet the following criteria:
 - Similar scope to the project. This qualification shall be evaluated and confirmed by the design engineer;
 - Completed within the last three years or currently under construction;
 - Include at least one project as a prime contractor or two projects as a subcontractor performed for a public agency;
 - From separate agencies.

METHOD OF AWARD

Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.

- A responsive bidder is defined to be one who submits a completed bid packet within the stated time deadline and in accordance with the bid specification.
- A responsible bidder is defined to be one who demonstrates via responses to the selection criteria his/her ability to successfully deliver the supplies, equipment, or services being procured.
- The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

BID DOCUMENTS

Failure to submit the following items shall be grounds for rejection of a bid as non-responsive to the specifications.

- A completed Bidder's Contact Information Form
- A completed Bidder Reference Form
- A completed Subcontractor Form

BIDDER CONTACT INFORMATION FORM					
Company Name	Pavecon Public Works, LP				
Address	3022 Roy Orr Blvd.				
City	Arand Prairie	State	Tx	ZIP	75050
Website	www.pavecon.com				
How many years has your company been in business?	16				
CONTACT INFORMATION					
First Name	Michael	Last Name	Beattie	Title	Vice President
Email	michael.b@pavecon.com			Phone	972-263-3223

EXHIBIT A

**FY2020 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY
BIDDER REFERENCE FORM**

REFERENCE 1					
Client Name	City of Allen				
Address	305 Century Pkwy				
City	Allen	State	TX	ZIP	75013
Contact Name	Kevin Bates			Title	
Email	kbates@cityofallen.org			Phone	214-509-4580
Project Name	Aylesbury				
Project Location	Allen, TX				
Description of Work Performed by Bidder	Concrete paving, flatwork, landscape, storm & drain				
Contract Value (\$)	\$430,683.50	Start Date	July 2019	End Date	Sept. 2019
REFERENCE 2					
Client Name	City of Farmers Branch				
Address	13000 William Dodson Pkwy				
City	Farmers Branch	State	TX	ZIP	75234
Contact Name	Marc Bentley			Title	
Email	marc.bentley@farmersbranchtx.gov			Phone	972-919-2593
Project Name	Bee Street				
Project Location	Farmers Branch, TX				
Description of Work Performed by Bidder	Asphalt paving, concrete paving, pavers, excavation, electrical				
Contract Value (\$)	1,385,343.27	Start Date	Dec 2017	End Date	Dec. 2019
REFERENCE 3					
Client Name	City of Garland				
Address	200 N. Fifth Street.				
City	Garland	State	TX	ZIP	75040
Contact Name	Steve Oliver			Title	
Email	soliver@garlandtx.gov			Phone	972-205-3558
Project Name	Rowlett Road				
Project Location	Garland, TX				
Description of Work Performed by Bidder	Concrete paving, moisture conditioning, flex base flat work				
Contract Value (\$)	1,869,363. ⁴⁶	Start Date	March 2016	End Date	Sept 2017

EXHIBIT A

**FY2020 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY
SUBCONTRACTOR FORM**

The bidder shall provide the information for all subcontractors in the following table. Any bidder that fails to provide the following information shall be disqualified.

Will the bidder use (a) subcontractor(s) to perform all or a portion of the work as defined under this contract? Please check the applicable box.	Yes	☒
	No	☐

SUBCONTRACTOR 1

Name	Stenson Landscape & Irrigation, Inc.				
Address	P.O. Box 955				
City	Lake Dallas	State	Tx	ZIP	75065
Contact	Justin Smith				
Email	justin@stensonland.com	Phone	940-498-7440		
Description of Work Performed by Bidder on this Project	Landscape & misc. concrete			Estimated Percentage of Job	11%

Reference for Subcontractor

Name	Tolli Katrycz	Title	Estimator
Email	tollik@pavecon.com	Phone	972-977-7930

SUBCONTRACTOR 2

Name	Bean Electrical, Inc.				
Address	821 E. Enon Avenue				
City	Ft. Worth	State	Tx	ZIP	76140
Contact	Andrew Hawkins				
Email	ahawkins@beanelectrical.com	Phone	817-561-7400		
Description of Work Performed by Bidder on this Project	Electrical			Estimated Percentage of Job	1%

Reference for Subcontractor

Name	Tolli Katrycz	Title	Estimator
Email	tollik@pavecon.com	Phone	972-977-7930

SUBCONTRACTOR 3

Name	Bluebird Construction, LLC				
Address	P.O. Box 116667				
City	Ft. Worth	State	Tx	ZIP	76102
Contact	Eric McMahon				
Email	eric@bluebird-construction.com	Phone	817-366-5144		
Description of Work Performed by Bidder on this Project	Fence			Estimated Percentage of Job	.35%

Reference for Subcontractor

Name	Tolli Katrycz	Title	Estimator
Email	tollik@pavecon.com	Phone	972-977-7930

EXHIBIT A

FY2020 E DANIELDALE RD – STREET RECONSTRUCTION AND SUBSURFACE UTILITY
SUBCONTRACTOR FORM

SUBCONTRACTOR 4					
Name	Dallas Lite & Barricade				
Address	1607 Fort Worth Ave.				
City	Dallas	State	Tx	ZIP	75208
Contact	Gary Ishmael				
Email	gary@dlbinc.net			Phone	817-586-6460
Description of Work Performed by Bidder on this Project	Traffic Control			Estimated Percentage of Job	.99%
Reference for Subcontractor					
Name	Tolli Katrycz			Title	Estimator
Email	tollik@pavecon.com			Phone	972-977-7930
SUBCONTRACTOR 5					
Name	Metropex Pavement Markings				
Address	1001 Kennedy Ln Bldg #6				
City	Saginaw	State	Tx	ZIP	76131
Contact	Troy Hammond				
Email	troy@metropex.pavementmarkings.com			Phone	972-790-2983
Description of Work Performed by Bidder on this Project	pavement markings			Estimated Percentage of Job	.80%
Reference for Subcontractor					
Name	Tolli Katrycz			Title	Estimator
Email	tollik@pavecon.com			Phone	972-977-7930
SUBCONTRACTOR 6					
Name	M-CO Construction, Inc.				
Address	PO Box 489				
City	Springtown	State	Tx	ZIP	76082
Contact	Alford Main				
Email	alford@mcoconst.com			Phone	877-644-4892
Description of Work Performed by Bidder on this Project	Pipe work, storm water, and Sanitary sewer.			Estimated Percentage of Job	45%
Reference for Subcontractor					
Name	Tolli Katrycz			Title	Estimator
Email	tollik@pavecon.com			Phone	972-977-7930



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution authorizing award of for IFB-21-001-Green Tree Lane Water & Wastewater Utility Improvements from 1700 to 1800 Green Tree Lane to FM Utilities, LLC, through the City's competitive bid process, with an estimated amount up to \$1,105,499.35.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item 2.43: Execute FY21 Water/Wastewater Capital Improvements Program**

STAFF RESPONSIBLE:

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

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

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

This contract will provide construction of water and wastewater pipeline improvements along Green Tree Lane and Green Tree Place. The project will replace approximately 3,120 LF of 8-inch PVC water main by open cut, 1,850 LF of 8-inch HDPE wastewater main by pipebursting, and manhole rehabilitation along Green Tree Lane from Crescent Lane to South Greenstone Lane. Additionally, Green Tree Place will receive approximately 180 LF of new 8-inch PVC water main by open cut and 150 LF of new 8-inch HDPE wastewater main by pipebursting. (Attachment 1).

The existing 8-inch ductile iron water main is being replaced to improve water quality and reliability for our residents in that area. The existing clay tile wastewater main is being replaced to protect groundwater from seepage due to deteriorating infrastructure and reduce the chance of sanitary sewer overflows.

The contractor will have 270 calendar days to complete this project.

The Invitation to Bid IFB-21-001 was advertised for two consecutive weeks in the Focus Daily News, published on October 13, 2020 and October 20, 2020. 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, 387 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received ten (10) responses prior to bid closing on November 9, 2020. Three (3) of the bids received were deemed non-responsive which

included lowest bidder Reytech Services, LLC. The second lowest base bid was submitted by FM Utilities, LLC from Midlothian, Texas.

The City used FM Utilities, LLC, to successfully construct the Water and Wastewater Improvements along Alexander Ct. and S. Alexander Ave. from South Wheatland Road to South Forest Lane. The City's previous experience with FM Utilities, LLC was very positive, and references also stated the contractor's performance was excellent on projects of similar scope.

POLICY EXPLANATION:

City of Duncanville (City) received ten (10) bids on November 9, 2020, for IFB-21-001-Green Tree Water & Wastewater Utility Improvements from 1700 to 1800 Green Tree Lane. Three (3) of the bids received had incomplete bid packets, including the lowest bidder, and were deemed non-responsive. Staff, therefore, recommends awarding the second-lowest responsible bidder FM Utilities, LLC from Midlothian, Texas, with an estimated amount up to \$1,105,499.35. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

\$1,105,499.35 is allocated in the FY21 Utilities Capital Improvements Projects fund for this project (Water \$800,986.85 / Wastewater \$304,512.50)

Contract Log #:

1476

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing award of for IFB-21-001-Green Tree Water & Wastewater Utility Improvements from 1700 to 1800 Green Tree Lane to FM Utilities, LLC, through the City's competitive bid process, with an estimated amount up to \$1,105,499.35.

ATTACHMENTS:

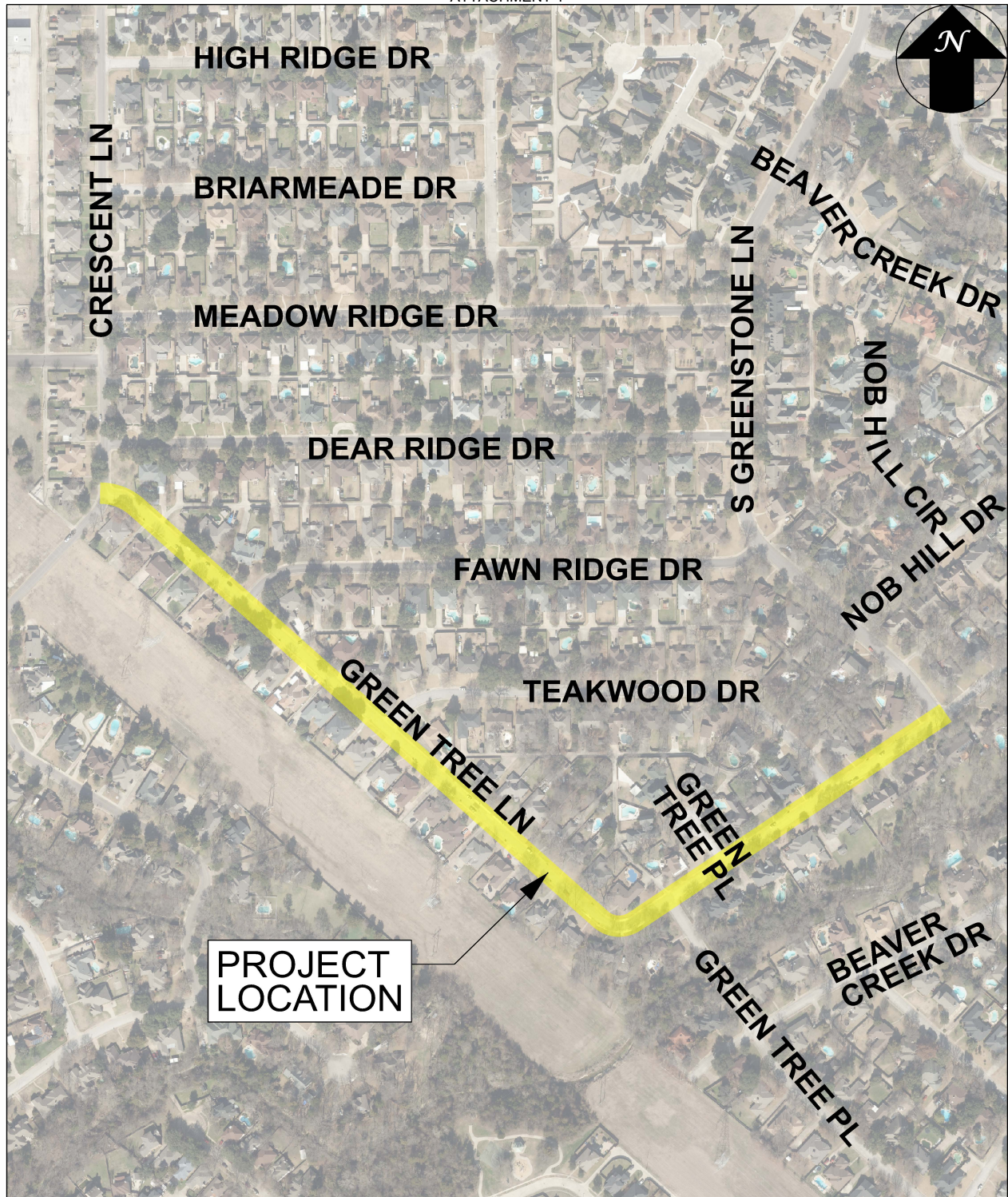
[Attachment 1- Project Location Map Green Tree Lane](#)

[Attachment 2 - IFB Number 21-001 BID TAB-FINAL BID TAB](#)

[Attachment 3 - Resolution No. 2020-104 - Invitation for Bid IFB-21-001, Green Tree Water & Wastewater Utility Improvements From 1700 to 1800 Green Tree Lane](#)

[SAMS-FM UTILITIES-2021](#)

ATTACHMENT 1



**GREEN TREE LANE AND GREEN TREE PLACE
WATER & WASTEWATER IMPROVEMENTS
CITY OF DUNCANVILLE PUBLIC WORKS DEPARTMENT
CRESCENT LANE TO SOUTH GREENSTONE LANE**



BIDDERS MARKED IN YELLOW -NON-RESPONSIVE

RESOLUTION NO. 2020-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS HEREBY AWARDS BID IFB 21-001 TO FM UTILITIES, LLC THROUGH THE CITY'S COMPETITIVE BID PROCESS FOR GREEN TREE LANE WATER & WASTEWATER UTILITY IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED \$1,105,499.35 AS PROVIDED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS AFTER APPROVAL BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville desires to enter into an agreement to provide for additional design of water main improvements and wastewater main replacement improvements along Green Tree Lane from Crescent Lane to South Greenstone Lane and the entirety of Green Tree Place; and

WHEREAS, the City of Duncanville has \$1,105,499.35 available in the Capital Improvements Program Utility Funds to cover the project, surveying and special services costs of the listed project (Water \$800,986.85 / Wastewater \$304,512.50); and

WHEREAS, the City of Duncanville City Council desires to use these funds for water and wastewater line improvements to benefit the citizens of Duncanville; and

WHEREAS, the City has obtained competitive bids under IFB 21-001 and the lowest responsive bid received was from FM Utilities, LLC in the amount of \$1,105,499.35.

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-21-001 to FM Utilities LLC for Green Tree Lane Water & Wastewater Utility Improvements in the amount not to exceed \$1,105,499.35 as provided in the Exhibit 'A' attached hereto and incorporated herein.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of December, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**Contract Documents, Specifications, and Special Provisions of
Agreement for**

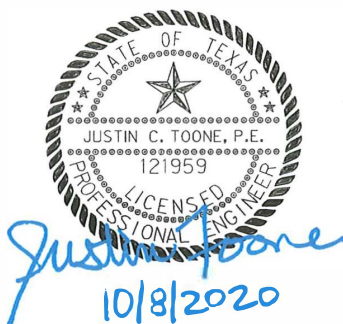
**THE CITY OF DUNCANVILLE
GREEN TREE LANE WATER &
WASTEWATER IMPROVEMENTS
FROM 1700 TO 1800 GREEN TREE LANE**

OCTOBER 2020

IFB NO.: 21-001



Public Works Department
203 E. Wheatland Rd.
Duncanville, TX 75116



Prepared by:

IEA, Inc.
18383 Preston Road, Suite 500
Dallas, TX 75252
Firm Reg. No. F-10161

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
WATER IMPROVEMENTS				
200	1,880 SY	REMOVE ASPHALT PAVEMENT, COMPLETE IN PLACE FOR <u>fourteen</u>		
		DOLLARS AND <u>seventy-five</u>	<u>\$14.75</u>	<u>\$27,730.</u>
		CENTS PER SY		
201A	15 SY	REMOVE CONCRETE DRIVEWAY, COMPLETE IN PLACE FOR <u>forty-seven</u>		
		DOLLARS AND <u>thirty-five</u>	<u>\$47.35</u>	<u>\$710.25</u>
		CENTS PER SY		
201B	3,940 SF	REMOVE CONCRETE SIDEWALK, COMPLETE IN PLACE FOR <u>four</u>		
		DOLLARS AND <u>five</u>	<u>\$4.50</u>	<u>\$17,730.</u>
		CENTS PER SF		
201C	242 SY	REMOVE REINFORCED CONCRETE PAVING, COMPLETE IN PLACE FOR <u>forty-seven</u>		
		DOLLARS AND <u>thirty-five</u>	<u>\$47.35</u>	<u>\$11,458.70</u>
		CENTS PER SY		
202	640 LF	REMOVE SEPARATE 30" CONCRETE CURB & GUTTER, COMPLETE IN PLACE FOR <u>six</u>		
		DOLLARS AND <u>zero</u>	<u>\$12.00</u>	<u>\$3,840.</u>
		CENTS PER LF		
203	640 LF	FURNISH & INSTALL SEPARATE 30" CONCRETE CURB & GUTTER, COMPLETE IN PLACE FOR <u>thirty</u>		
		DOLLARS AND <u>zero</u>	<u>\$30.</u>	<u>\$19,200.</u>
		CENTS PER LF		
204	340 LF	FURNISH & INSTALL INTEGRAL CURB AND GUTTER, COMPLETE IN PLACE FOR <u>forty</u>		
		DOLLARS AND <u>zero</u>	<u>\$40.</u>	<u>\$13,600.</u>
		CENTS PER LF		
357	3,190 SF	FURNISH & INSTALL 4-INCH 4,000 PSI REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE FOR <u>seven</u>		
		DOLLARS AND <u>zero</u>	<u>\$7.</u>	<u>\$22,330.</u>
		CENTS PER SF		

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE

BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
358	12 EA	FURNISH & INSTALL TY 2 BARRIER FREE RAMP, COMPLETE IN PLACE FOR <u>eighty</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>80.00</u>	\$ <u>960.00</u>
433	100 SY	FURNISH & INSTALL CONCRETE TO ASPHALT TRANSITION (6" TYPE D ASPHALT), COMPLETE IN PLACE FOR <u>eighty</u> DOLLARS AND <u>zero</u> CENTS PER SY	\$ <u>80.00</u>	\$ <u>8,000.00</u>
433A	160 TN	FURNISH & INSTALL 1-INCH TEMPORARY HOT MIX ASPHALT PATCH MATERIAL (TYPE D), COMPLETE IN PLACE FOR <u>eleven</u> DOLLARS AND <u>zero</u> CENTS PER TN	\$ <u>11.00</u>	\$ <u>1,760.00</u>
454	245 SY	FURNISH & INSTALL 8-INCH REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE FOR <u>one hundred and nine</u> DOLLARS AND <u>forty-two</u> CENTS PER SY	\$ <u>109.42</u>	\$ <u>26,807.90</u>
500B	1,820 SY	FURNISH & INSTALL ASPHALT PAVEMENT UTILITY TRENCH REPAIR (TYPE II)(6" REINF CONC/2" TY D), COMPLETED IN PLACE FOR <u>one hundred and two</u> DOLLARS AND <u>zero</u> CENTS PER SY	\$ <u>102.00</u>	\$ <u>185,640.00</u>
509	3 EA	REMOVE, SALVAGE & DELIVER EXISTING FIRE HYDRANT, COMPLETE IN PLACE FOR <u>three hundred</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>300</u>	\$ <u>900</u>
512	16 EA	REMOVE, SALVAGE AND DELIVER EXISTING VALVE & WATER VALVE STACK, COMPLETE IN PLACE FOR <u>two hundred</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>200.00</u>	\$ <u>3,200.00</u>
560A	15 EA	CUT & PLUG EXISTING WATER MAIN, COMPLETE IN PLACE FOR <u>eight hundred</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>800.00</u>	\$ <u>12,000.00</u>

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE**BID SCHEDULE**

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
608	300 SY	FURNISH & INSTALL ST. AUGUSTINE/BERMUDA GRASS BLOCK SOD, COMPLETE IN PLACE FOR <i>ten</i> DOLLARS AND <i>zero</i> CENTS PER SY	<i>\$10.⁰⁰</i>	<i>\$3000.⁰⁰</i>
1662	175 LF	FURNISH & INSTALL 6" PVC C900 (DR-14) WATER PIPE, COMPLETE IN PLACE FOR <i>fifty</i> DOLLARS AND <i>zero</i> CENTS PER LF	<i>\$50.⁰⁰</i>	<i>\$8750.⁰⁰</i>
1664	3,300 LF	FURNISH & INSTALL 8" PVC C900 (DR-14) WATER PIPE, COMPLETE IN PLACE FOR <i>Sixty-Six</i> DOLLARS AND <i>Sixty-five</i> CENTS PER LF	<i>\$66.65</i>	<i>\$219,945.⁰⁰</i>
2065	8 EA	FURNISH & INSTALL FIRE HYDRANT, COMPLETE IN PLACE FOR <i>four thousand two hundred</i> DOLLARS AND <i>zero</i> CENTS PER EA	<i>\$4200.⁰⁰</i>	<i>\$33,600.⁰⁰</i>
2072	52 EA	FURNISH & INSTALL 1-INCH WATER SERVICE & 24" METER CAN, COMPLETE IN PLACE FOR <i>one thousand two hundred</i> DOLLARS AND <i>zero</i> CENTS PER EA	<i>\$1200.⁰⁰</i>	<i>\$62,400.⁰⁰</i>
2072A	41 EA	RECONNECT EXISTING IRRIGATION SERVICE, COMPLETE IN PLACE FOR <i>four hundred</i> DOLLARS AND <i>zero</i> CENTS PER EA	<i>\$400.⁰⁰</i>	<i>\$16,400.⁰⁰</i>
2100	4 TN	FURNISH & INSTALL DUCTILE IRON FITTINGS, COMPLETE IN PLACE FOR <i>eight thousand five hundred</i> DOLLARS AND <i>zero</i> CENTS PER TN	<i>\$8500</i>	<i>\$34,000.⁰⁰</i>
2129	9 EA	FURNISH & INSTALL 6" GATE VALVE AND VALVE STACK, COMPLETE IN PLACE FOR <i>nine hundred and fifty</i> DOLLARS AND <i>zero</i> CENTS PER EA	<i>\$950.⁰⁰</i>	<i>\$8550.⁰⁰</i>

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
2130	28 EA	FURNISH & INSTALL 8" GATE VALVE AND VALVE STACK, COMPLETE IN PLACE FOR <u>one thousand eight hundred</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>1,800.00</u>	\$ <u>50,400.00</u>
2200	1 LS	PROVIDE & IMPLEMENT TRENCH SAFETY DESIGN, COMPLETE IN PLACE FOR <u>six hundred</u> DOLLARS AND <u>zero</u> CENTS PER LS	\$ <u>600</u>	\$ <u>600</u>
2201	3,475 LF	PROVIDE & IMPLEMENT TRENCH SAFETY PROGRAM, COMPLETE IN PLACE FOR <u>one</u> DOLLARS AND <u>zero</u> CENTS PER LF	\$ <u>1.00</u>	\$ <u>3,475.00</u>
20100	2 EA	PROJECT SIGN, COMPLETE IN PLACE FOR <u>two thousand</u> DOLLARS AND <u>zero</u> CENTS PER EA	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
WASTEWATER IMPROVEMENTS				
200	210 SY	REMOVE ASPHALT PAVEMENT, COMPLETE IN PLACE FOR <u>fourteen</u> DOLLARS AND <u>seventy-five</u> CENTS PER SY	\$ <u>14.75</u>	\$ <u>3,097.50</u>
201B	1,445 SF	REMOVE CONCRETE SIDEWALK, COMPLETE IN PLACE FOR <u>five</u> DOLLARS AND <u>zero</u> CENTS PER SF	\$ <u>5.00</u>	\$ <u>7,225.00</u>
310A	25 LF	FURNISH & INSTALL 8" HDPE PRESSURE RATED WASTEWATER PIPE BY OPEN CUT, COMPLETE IN PLACE FOR <u>sixty</u> DOLLARS AND <u>zero</u> CENTS PER LF	\$ <u>60.00</u>	\$ <u>1,500.00</u>

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
352A	2,000 LF	FURNISH & INSTALL 8" HDPE PRESSURE RATED WASTEWATER PIPE BY PIPE BURSTING, COMPLETE IN PLACE FOR <u>sixty-five</u>		
		DOLLARS AND <u>zero</u>	\$ <u>65.00</u>	\$ <u>130,000.00</u>
		CENTS PER LF		
357	1,445 SF	FURNISH & INSTALL 4-INCH 4,000 PSI REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE FOR <u>seven</u>		
		DOLLARS AND <u>zero</u>	\$ <u>7.00</u>	\$ <u>10,115.00</u>
		CENTS PER SF		
433A	23 TN	FURNISH & INSTALL 1-INCH TEMPORARY HOT MIX ASPHALT PATCH MATERIAL (TYPE D), COMPLETE IN PLACE FOR <u>thirty</u>		
		DOLLARS AND <u>zero</u>	\$ <u>30.00</u>	\$ <u>690.00</u>
		CENTS PER TN		
500B	205 SY	FURNISH & INSTALL ASPHALT PAVEMENT UTILITY TRENCH REPAIR (TYPE II)(6" REINF CONC/2" TY D), COMPLETED IN PLACE FOR <u>one hundred and two</u>		
		DOLLARS AND <u>zero</u>	\$ <u>102</u>	\$ <u>20,910.00</u>
		CENTS PER SY		
605	1 EA	FURNISH & INSTALL WASTEWATER ACCESS DEVICE, COMPLETE IN PLACE FOR <u>two thousand five hundred</u>		
		DOLLARS AND <u>zero</u>	\$ <u>2500.00</u>	\$ <u>2500.00</u>
		CENTS PER EA		
608	200 SY	FURNISH & INSTALL ST. AUGUSTINE/BERMUDA GRASS BLOCK SOD, COMPLETE IN PLACE FOR <u>ten</u>		
		DOLLARS AND <u>zero</u>	\$ <u>10.00</u>	\$ <u>2,000.00</u>
		CENTS PER SY		
612	2 EA	INSTALL DROP CONNECTION ON EXISTING WWMH, COMPLETE IN PLACE FOR <u>three thousand five hundred</u>		
		DOLLARS AND <u>zero</u>	\$ <u>3500.00</u>	\$ <u>7,000.00</u>
		CENTS PER EA		
613A	8 EA	REMOVE CONCRETE WWMH TRANSITION, COMPLETE IN PLACE FOR <u>two hundred</u>		
		DOLLARS AND <u>zero</u>	\$ <u>200.00</u>	\$ <u>1,600.00</u>
		CENTS PER EA		

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
617A	4 EA	FURNISH & INSTALL CAST-IN-PLACE TRANSITION FOR EX. 4.0' CONCRETE WWMH, COMPLETE IN PLACE FOR <u>two thousand five</u> DOLLARS AND <u>hundred</u> <u>zero</u>	<u>\$2500</u>	<u>\$10,000.~</u>
		CENTS PER EA		
618A	3 EA	FURNISH & INSTALL CAST-IN-PLACE TRANSITION FOR EX. 4.5' CONCRETE WWMH, COMPLETE IN PLACE FOR <u>three thousand</u> DOLLARS AND <u>zero</u>	<u>\$3000</u>	<u>\$9000.~</u>
		CENTS PER EA		
619A	1 EA	FURNISH & INSTALL CAST-IN-PLACE TRANSITION FOR EX. 5.0' CONCRETE WWMH, COMPLETE IN PLACE FOR <u>three thousand</u> DOLLARS AND <u>one hundred</u> <u>zero</u>	<u>\$3100.~</u>	<u>\$3100.~</u>
		CENTS PER EA		
630	38 EA	FURNISH & INSTALL 4-INCH PVC WASTEWATER LATERAL (SDR-26, CLASS 160) AND DOUBLE CLEANOUT BY PIPE BURSTING, COMPLETE IN PLACE FOR <u>one thousand six</u> DOLLARS AND <u>hundred and seventy</u> <u>five dollars zero</u> <u>cents</u>	<u>\$1675.~</u>	<u>\$63,650.~</u>
		CENTS PER EA		
631	14 EA	FURNISH & INSTALL 4-INCH PVC WASTEWATER LATERAL (SDR-26, CLASS 160) AND DOUBLE CLEANOUT (DEEP CONNECTION), COMPLETE IN PLACE FOR <u>two thousand two</u> DOLLARS AND <u>hundred</u> <u>zero</u>	<u>\$2200</u>	<u>\$30,800.~</u>
		CENTS PER EA		
2201	25 LF	PROVIDE & IMPLEMENT TRENCH SAFETY PROGRAM, COMPLETE IN PLACE FOR <u>fifty-three</u> DOLLARS AND <u>zero</u>	<u>\$53.00</u>	<u>\$1325.~</u>
		CENTS PER LF		

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE
BID SCHEDULE

Subtotal Water: \$ 800,986.85
Subtotal Wastewater: \$ 304,512.50
Total Cost: \$ 1,105,499.35

Company Name: Fm Utilities LLC

Address: 4911 Redbird trail Malothian, TX 76065

Authorized Contact (Print): Francisco Mata

Signature: Francisco Mata 

Telephone: 4101716-3697 Fax: _____

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE LANE

SCHEDULE OF MAJOR MATERIALS – Suppliers

- a. Reinforcing Steel: Ready Cable Inc.
 b. Concrete: Martin Marietta
 c. Asphalt: Austin Asphalt
 d. Pipe: Ferguson Waterworks

In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to ensure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until the final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

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 the Engineer.

The Contractor shall begin the work as specified in the work order and agrees to substantially complete the work within 270 calendar days, as specified in the work order.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final. The Bidder acknowledges that quantities determined as provided in the Contract Documents.

The undersigned, as Bidder, declares that in the event of the award of a contract to the undersigned, the undersigned will comply with Immigration Reform & Control Act of 1986.

The undersigned, as Bidder, declares that in the event of the award of a contract to the undersigned, the undersigned will comply with the Americans with Disabilities Act of 1990.

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

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

Addendum No. 1: Dated _____ Received _____

Addendum No. 2: Dated _____ Received _____

Addendum No. 3: Dated _____ Received _____

Contractor hereby acknowledges that he has a copy of the following document in his possession:

"Standard Specifications for Public Works Construction, latest edition, as published by the North Central Texas Council of Governments"

EXHIBIT A

**WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE
 BIDDER QUALIFICATION & INFORMATION FORM**

BIDDERS QUALIFICATIONS

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

- In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Duncanville requirements.
- Bidder's background, services provided and number of years in business.
- Bidders shall. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.
- Bidder shall provide a minimum of 3 reference projects performed by the bidder to provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The reference projects shall meet the following criteria:
 - Similar scope to the project. This qualification shall be evaluated and confirmed by the design engineer;
 - Completed within the last three years or currently under construction;
 - Include at least one project as a prime contractor or two projects as a subcontractor performed for a public agency;
 - From separate agencies.

METHOD OF AWARD

Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.

- A responsive bidder is defined to be one who submits a completed bid packet within the stated time deadline and in accordance with the bid specification.
- A responsible bidder is defined to be one who demonstrates via responses to the selection criteria his/her ability to successfully deliver the supplies, equipment, or services being procured.
- The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

BID DOCUMENTS

Failure to submit the following items shall be grounds for rejection of a bid as non-responsive to the specifications.

- A completed Bidder's Contact Information Form
- A completed Bidder Reference Form
- A completed Subcontractor Form

BIDDER CONTACT INFORMATION FORM					
Company Name	FM Utilities LLC				
Address	4911 Redbird trail				
City	Middlebush	State	TX	ZIP	76065
Website	www.FMutilities.com				
How many years has your company been in business?	5				
CONTACT INFORMATION					
First Name	Francisco	Last Name	Mata	Title	Project manager
Email	francisco@fm-utilities.com			Phone	469-716-3697

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE

BIDDER REFERENCE FORM

REFERENCE 1					
Client Name	City of Arlington				
Address	101 W. Abram St				
City	Arlington	State	TX	ZIP	
Contact Name	Lori Du			Title	Project Engineer
Email	lori.du@arlington.tx.gov			Phone	(817) 459-6777
Project Name	Lakenhill Court				
Project Location	Lakenhill Court Arlington, TX				
Description of Work Performed by Bidder	Furnish and install 750-LF of 8" Sanitary Sewer Line mainly by other than open cut				
Contract Value (\$)	1861,764.80	Start Date	03/27/2020	End Date	7/28/2020
REFERENCE 2					
Client Name	City of Duncanville, TX				
Address	203 E. Wheatland Rd				
City	Duncanville	State	TX	ZIP	75114
Contact Name	John Maclean			Title	Project Engineer
Email	jmaclean@duncanville.com			Phone	(472) 280-5008
Project Name	S. Alexander Ave Sanitary Sewer				
Project Location	S. Alexander Ave and Wheatland Rd				
Description of Work Performed by Bidder	Furnish and install 1,226-LF of 8" Water Main by open cut and bore. furnish and install 1,200 8-inch Sewer Main by pipe bursting and open cut				
Contract Value (\$)	644,047.50	Start Date	August 2019	End Date	May 27, 2020
REFERENCE 3					
Client Name	City of Arlington				
Address	101 W. Abram St				
City	Arlington	State	TX	ZIP	
Contact Name	John D Morgan			Title	Project Engineer
Email	john.dmorgan@arlington.tx.gov			Phone	(817) 459-6609
Project Name	SH 360 12-inch Water Main				
Project Location	SH 360 and Arbrook Blvd Arlington TX				
Description of Work Performed by Bidder	Furnish and install 276-LF 12 inch PVC Water Line c-900 (DR-18) by open cut method				
Contract Value (\$)	521,808.60	Start Date	12/10/2018	End Date	10/1/2019

EXHIBIT A

WATER & WASTEWATER IMPROVEMENTS – 1700 TO 1800 GREEN TREE

SUBCONTRACTOR FORM

The bidder shall provide the information for all subcontractors in the following table. Any bidder that fails to provide the following information shall be disqualified.

Will the bidder use (a) subcontractor(s) to perform all or a portion of the work as defined under this contract? Please check the applicable box.						Yes	☒
						No	☐
SUBCONTRACTOR 1							
Name	Site Barricade						
Address	4841 Freeman Drive						
City	Fort Worth	State	TX	ZIP	76140		
Contact	Jacob Brown						
Email	jacob@sitebarricades.com			Phone	817) 885-7483		
Description of Work Performed by Bidder on this Project	Traffic Control Plan, Barricades				Estimated Percentage of Job	5%	
Reference for Subcontractor							
Name	Francisco Mota				Title		
Email	francisco@fm-utilities.com				Phone	469) 716-3697	
SUBCONTRACTOR 2							
Name	True Environmental						
Address	PO Box 941574						
City	Dallas	State	TX	ZIP	75094		
Contact	972) 578-3800 DeLayne						
Email	delayne1@verizon.net			Phone	972) 578-3800		
Description of Work Performed by Bidder on this Project	SWPPP				Estimated Percentage of Job	5%	
Reference for Subcontractor							
Name	Francisco Mota				Title		
Email	francisco@fm-utilities.com				Phone	469) 716-3697	
SUBCONTRACTOR 3							
Name							
Address							
City		State		ZIP			
Contact							
Email				Phone			
Description of Work Performed by Bidder on this Project					Estimated Percentage of Job		
Reference for Subcontractor							
Name					Title		
Email					Phone		



EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marilyn Caldwell 403 Elm Street Royce City TX 75189		CONTACT NAME: Randy Caldwell PHONE (A/C, No, Ext): (972) 635-6772 FAX (A/C, No): (972) 635-6775 E-MAIL ADDRESS: rcaldwell@twfg.com																									
INSURED FM Utilities LLC 4911 Red Bird Trl Midlothian TX 76065		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>United Specialty Ins Comp</td> <td>NAIC #</td> <td>12537</td> </tr> <tr> <td>INSURER B:</td> <td>StarStone Specialty Insurance Company</td> <td></td> <td>31470</td> </tr> <tr> <td>INSURER C:</td> <td>StarStone Specialty Insurance Company</td> <td></td> <td>44776</td> </tr> <tr> <td>INSURER D:</td> <td>Texas Mutual</td> <td></td> <td>525190</td> </tr> <tr> <td>INSURER E:</td> <td>Great American Insurance Group</td> <td></td> <td>22136</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	United Specialty Ins Comp	NAIC #	12537	INSURER B:	StarStone Specialty Insurance Company		31470	INSURER C:	StarStone Specialty Insurance Company		44776	INSURER D:	Texas Mutual		525190	INSURER E:	Great American Insurance Group		22136	INSURER F:			
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INSURER F:																											

COVERAGES **CERTIFICATE NUMBER:** FMUT20102616593607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	DBRUS00035101	05/02/2020	05/02/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			74177G202ALI	05/02/2020	05/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS			74177G202ALI	05/02/2020	05/02/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002004814	10/14/2020	10/14/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine/Contractor's Equipment			IMPE37368802	07/20/2020	07/20/2021	Rented/leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured with waiver of subrogation in their favor
 Project name: WATER & WASTEWATER IMPROVEMENTS - 1700 TO 1800 GREEN TREE LANE
 Project NO. IFB No. 21-001

CERTIFICATE HOLDER

City of Duncanville
 Public Works Department
 203 E Wheatland Rd
 Duncanville TX 75116

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Page 15 of 17

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EXHIBIT A

Endurance American Insurance Company
Bid Bond

Know all men by these presents:

That we, the undersigned FM Utilities, LLC (4911 Redbird Trail Midlothian, Texas 76065), as Principal (hereinafter the "Principal"), and Endurance American Insurance Company, 1221 Avenue of the Americas, 18th Fl, New York, NY 10020, a Delaware corporation (hereinafter the "Surety"), are held and firmly bound unto City of Duncanville, Texas (203 E. Wheatland Rd., Duncanville, TX 75116), (hereinafter the "Obligee") in the penal sum of 5% of greatest amount bid (5% GAB) \$, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

Whereas, the Principal has submitted a bid for Water & Wastewater Improvements - 1700 to 1800 Block Green Tree Lane,

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may reasonably 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 liability of the Surety hereunder shall in no event exceed the lesser of: (a) the penalty hereof; or (b) the difference between the amount specified in the Principal's bid and any larger amount for which the Obligee reasonably contracts with another party to perform the work specified in the Principal's bid.

Signed and sealed this 9th day of November, 2020.

Principal: FM Utilities, LLC (4911 Redbird Trail Midlothian, Texas 76065)

By: Francisco Mata
Name & Title:

Surety: Endurance American Insurance Company

By: Jordan A Pitts
Name: Jordan A Pitts

(Attorney-in-Fact)

(SEAL)

EXHIBIT A

ENDURANCE AMERICAN INSURANCE COMPANY

12468

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 1221 Avenue of the Americas, 18th Floor, New York, NY 10020, has made, constituted and appointed and by these presents, does make, constitute and appoint **Lloyd Ray Pitts Jr., William D. Birdsong, Jordan A. Pitts** its true and lawful Attorney(s)-in-fact, in the State of TX and each of them to have full power to act without the other or others, to make, execute, seal and deliver on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation 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 seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 18th day of October, 2019 at New York, New York.

(Corporate Seal)
ATTEST

Richard M. Appel
RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY

By *Brian Beggs*

BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: MANHATTAN

On the 18th day of October, 2019 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER SPARRO the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

RICHARD M. APPEL, BRIAN BEGGS

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of November, 2020.

(Corporate Seal)

Christopher Sparro
CHRISTOPHER SPARRO, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

SAM Search Results
List of records matching your search for :

Search Term : FM UTILITIES, LLC*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-007 for Construction Management Services for Danieldale Rd., Street and Subsurface Utilities Reconstruction from Main St to US-67 with Dunaway Associates in the proposed amount of \$157,030.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

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

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

This agreement will provide the City with construction management support for Danieldale Road from Main St. to US-67 Service Road Street and Subsurface Utilities Reconstruction. Due to complexity and significant cost of the Danieldale Road reconstruction project, Dunaway's Construction Representative(s) will facilitate coordination between the City, Contractor, and Engineer of Record (EOR) for project related correspondence. Dunaway will perform routine construction observations, prepare work progress reports, document all construction related correspondence, review change order requests with City staff, coordinate utility installation and traffic control staging and perform construction walk-throughs.

City Council is scheduled to award the Danieldale Road reconstruction project (IFB #21-002) the same night as this contract for construction management support.

POLICY EXPLANATION:

Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002. The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation. In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships.

Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms and evaluations performed based on schedule/budget history, resources and capabilities, design

experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niples, Dunaway Associates, RJN Group, Criado Associates, and IEA Inc.

Dunaway Associates will provide construction management support for this project as their firm designed the project. Dunaway Associates was founded and is based in Fort Worth with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for work performed under this contract. Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience in performing the type of work specified in the agreement.

FUNDING SOURCE:

The City of Duncanville has \$91,929.98 available in the FY21 Utility Fund and \$65,100.02 available in the Street Bond Fund for the construction management of the listed project. The breakout of funding reflects a pro rata share based on fund contribution to the construction project.

Contract Log #:

1462

RECOMMENDATION:

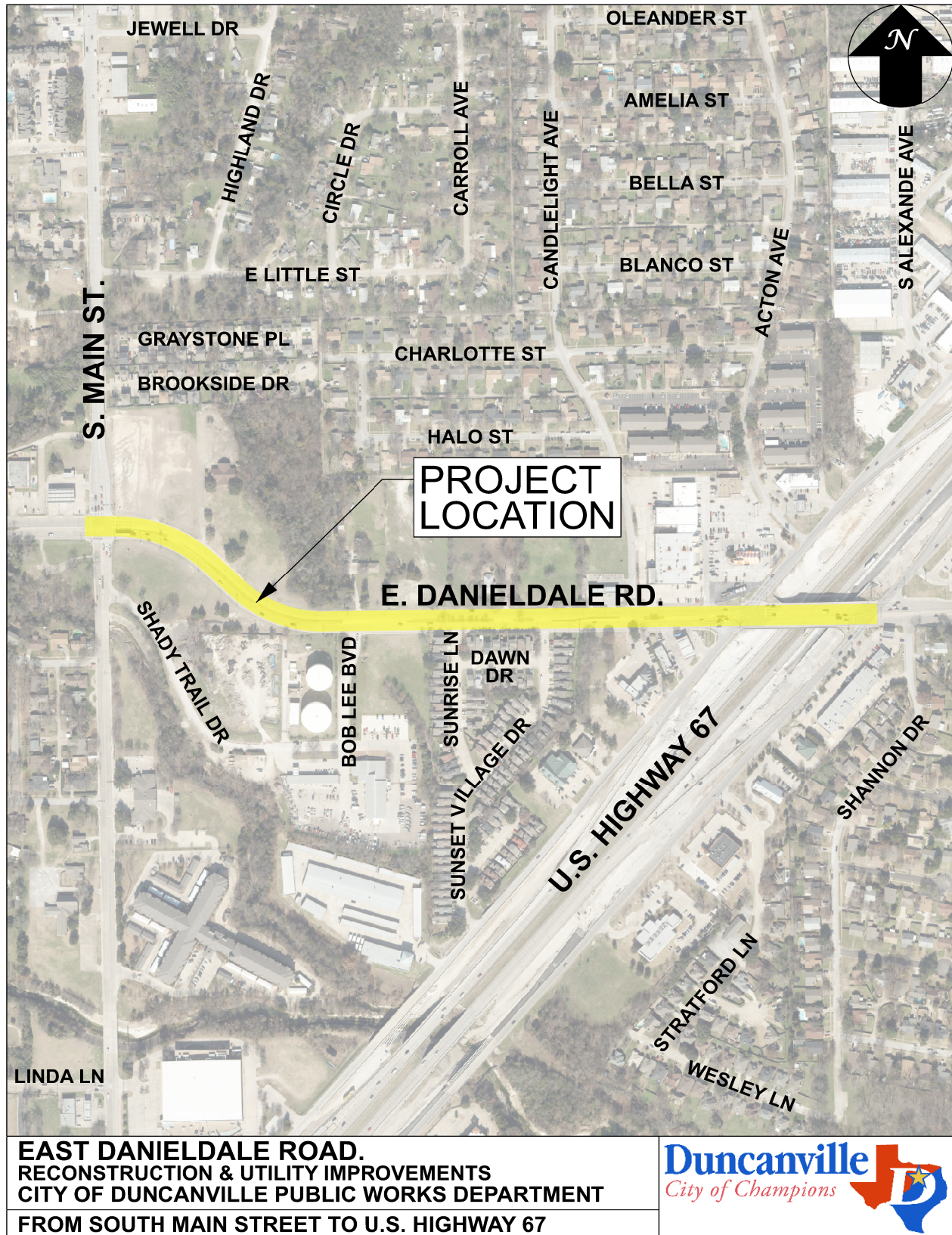
Staff recommends approval of Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-007 for Construction Management Services for Danieldale Rd Street and Subsurface Utilities Reconstruction from Main St to US-67 with Dunaway Associates in the proposed amount of \$157,030.00.

ATTACHMENTS:

[Attachment 1- Project Location Map Danieldale Road Reconstruction](#)

[Attachment 2 - Resolution No. - 2020-102 - Construction Management for Danieldale Rd Street and Subsurface Utilities Reconstruction from Main Street to US-67 - Pdf](#)

Attachement 1 - Project Location Map



RESOLUTION NO. 2020-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT 21-007 FOR CONSTRUCTION MANAGEMENT SERVICES FOR DANIELDALE RD STREET AND SUBSURFACE UTILITIES RECONSTRUCTION FROM MAIN STREET TO US-67, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH DUNAWAY ASSOCIATES, IN THE AMOUNT NOT TO EXCEED \$157,030.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, The City of Duncanville desires to enter into an agreement for construction management for construction of water, wastewater, drainage, roadway, shared use paths, and landscape & irrigation on Daniieldale Road from Main Street to US-67; and

WHEREAS, The City of Duncanville has \$91,929.98 available in the FY21 Utility Fund and \$65,100.02 available in the Street Bond Fund for the design of the listed project; and

WHEREAS, The City of Duncanville City Council desires to use these funds to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of professional engineering services agreement #21-007 for construction management services for the construction of water, wastewater, drainage, roadway, shared use paths, and landscape & irrigation on Daniieldale Road from Main Street to US-67, attached hereto and incorporated herein as Exhibit "A", with Dunaway Associates, in the amount not to exceed \$157,030.00.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of December, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

21-007
Danieldale Road Construction Management
Dunaway No. P005172.003
Professional Services Contract

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

Dunaway Associates, L.P
550 Bailey Avenue, Ste 400
Fort Worth, TX 76107
817.335.1121
Attn: Caleb A Milligan, P.E.
Kevin Campbell, P.E
kcampbell@dunawayassociates.com

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Contract

The term of this Contract shall begin on the last date of execution hereof (the "Effective Date") by the Parties and shall continue for up to eighteen (18) months and/ or completion of project, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

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

under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

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

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Attachment 1, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "B". which shall not exceed **ONE-HUNDRED-FIFTY-SEVEN THOUSAND AND THIRTY DOLLARS(\$157,030.00)** OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

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

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Contract, such services shall be completed on date as specified in Exhibit "A", after receiving a Notification to Proceed from OWNER to CONTRACTOR.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same

as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

Section 7. Documents

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

Section 8. Termination

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

Section 9. Assignment

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

Section 10. Applicable Laws

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

Section 11. Execution becomes Effective

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

Section 12. Contract Amendments

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

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

Section 13. Severability

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

Section 14. Independent Contractor

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

Section 15. Notice

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

If to OWNER:

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

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

Section 16. Exhibits

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

Section 17. Survival of Obligations

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

Section 18. Prohibition of Boycott of Israel

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

Section 19. Business Prohibitions

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code,

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Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

Section 20. Insurance

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

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

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

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

maintained by the Owner.

Section 21. Indemnification for Injury and Performance

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

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

Section 22. Indemnification for Unemployment Compensation

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

Section 23. Indemnification for Performance

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

Section 24. Funding and Non-Appropriation Clause

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

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER reserves the right to direct substantial

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

Section 26. Right to Inspect Records

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

Section 27. Successors and Assigns

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

Section 28. Disclosure

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

Section 29. Employment Verification

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

INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

Section 30. Default

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

Section 31. Headings

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

Section 32. Equal Employment Opportunity

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

Section 33. Entire Contract

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

(Signature page to follow)

**Page blank intentionally, please do not delete this
page.**

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

_____ day of _____, 2020.

City of Duncanville, Texas
Owner

Signature
Paul Frederiksen
Interim City Manager

Dunaway Associates, L.P
CONTRACTOR



Signature

Kervin Campbell, PE

Printed Name

Civil Engineering Executive | Principal

Title



EXHIBIT B

Dunaway No. P005172.003

October 6, 2020

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

Via e-mail: jculton@duncanville.com

Reference: Proposal for Professional Engineering Services
Danieldale Road Construction Management

Dear Ms. Culton:

Dunaway Associates, L.P. (Dunaway) is pleased to submit this proposal for professional civil engineering services on the above-referenced project. Based on our virtual meeting on August 31, 2020, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Understanding and an Executive Fee Summary followed by a detailed Statement of Work.

Project Understanding

Dunaway will assist the City's Construction Project Manager and staff by providing general construction management services for the duration of construction, assumed for 18 months. Dunaway's Construction Representative will facilitate coordination between the City, Contractor and Engineer of Record (EOR) for project related correspondence. Dunaway's Construction Representative will perform routine construction observations, prepare work progress reports, document all construction related correspondence, review change order request with City, coordinate utility installation and traffic control staging and perform construction walk-throughs. The detailed scope of work is shown in Part 2: Work Requirements, herein.

Executive Fee Summary

Construction Management Services	\$ 156,230.00	Lump Sum
Direct Expenses	\$ 800.00	Mileage
Total:	\$ 157,030.00	

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

Proposal for Professional Engineering Services
Danielsdale Road Construction Management
Page 2

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

Respectfully submitted,



Caleb A. Milligan, P.E.
Senior Discipline Lead | Associate Principal

Enclosure(s): Statement of Work, 2020 Standard Rate Table

Cc: Kervin Campbell, Josh Wright

Statement of Work
 Danieldale Road Construction Management

City Contract #21-__

EXHIBIT A

**STATEMENT OF WORK
 City of Duncanville
 Danieldale Road Construction Management**

Part 1: General Information

- A. Introduction: The City of Duncanville requests Construction Management services for the Danieldale Road Reconstruction & Subsurface Utility Improvements for the limits from South Main Street to U.S. 67 in Duncanville, Texas. The project improvements include approximately; construction of 2,300 LF of 4-lane arterial roadway paving (61' B-B within 100' R.O.W.) including pedestrian sidewalks and ADA ramps, installing 1,000 LF of 18-in diameter water pipeline, installing 1,700 LF of 16-in diameter water pipeline, installing 2,000 LF of 8-in diameter water pipeline, installing 2,300 LF of 8-in diameter wastewater pipeline, installing 2,260 LF of storm drainage pipe, including inlets, manholes and headwalls, installing fifteen (14) street lights, and installing landscape/irrigation for the street median and three focus areas.
- B. Scope: Construction Management Services – Dunaway will assist the City's Construction Project Manager and staff by providing general construction management services for the duration of construction, assumed 18 months. Dunaway's Construction Representative will facilitate coordination between the City, Contractor and Engineer of Record (EOR) for project related correspondence. Dunaway will perform routine construction observations, prepare work progress reports, document all construction related correspondence, review change order request with City, coordinate utility installation and traffic control staging and perform construction walk-throughs. The detailed scope of work is shown in Part 2: Work Requirements, herein.
- C. Items Not included in Scope (performed by City or others)
 - 1. Construction Inspection, including daily inspections and reports
 - 2. Communication to Public/Citizens on project relations
 - 3. Assembly and preparation of final contract documents
 - 4. Host and/or prepare coordination meetings between Contractor and City
 - 5. Materials testing, sampling and/or reports
 - 6. Geotechnical testing/report including compaction tests for backfill and subgrade
 - 7. Water pressure test and sampling
 - 8. Construction surveying including construction staking, field verification and as-built survey
 - 9. Review and approval of contractor pay apps & estimates
 - 10. Preparation of construction change orders
 - 11. Record drawings
 - 12. Provide field directives or changes to the contractor, including directives on means and methods
 - 13. Issue Letter of Acceptance

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

D. Applicable Documents

- 1. None

Statement of Work
Danieldale Road Construction Management

City Contract #21-___

Part 2: Work Requirements

A. Construction Management Services

1. In performing services, Dunaway's CONSTRUCTION REPRESENTATIVE will endeavor to protect the CITY against defects and deficiencies in the work of Contractor. CONSTRUCTION REPRESENTATIVE will report any observed deficiencies to the CITY. CONSTRUCTION REPRESENTATIVE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor.
2. CONSTRUCTION REPRESENTATIVE shall attend and participate in a weekly project coordination meeting with CONTRACTOR and CITY. CONSTRUCTION REPRESENTATIVE will attend these meetings off-site virtually (i.e. conference call, web-based meeting, etc.). It is anticipated these meetings will occur on Monday of each week.
3. CONSTRUCTION REPRESENTATIVE shall perform weekly site observations to observe the progress and the quality of work, and attempt to determine if the work is proceeding in accordance with the construction Contract Documents. CONSTRUCTION REPRESENTATIVE will document any field notes and obtain construction photos during each site visit. These project site observations will be performed one day a week (tentatively scheduled for Thursday of each week during construction).
4. In addition to the weekly construction site observations, participate in up to twenty (20) additional meetings and/or site visits with the CITY and/or CONTRACTOR for the purpose of coordination or to address construction related issues, at the request of the CITY's Project Manager.
5. CONSTRUCTION REPRESENTATIVE shall prepare weekly project progress reports and submit to CITY'S Project Manager at each week's end. Weekly reports shall include summary of work performed, construction photos, daily weather record of each day within week, project progress, and field observation notes obtained during weekly site observation.
6. CONSTRUCTION REPRESENTATIVE shall prepare monthly project progress reports and submit to CITY'S Project Manager at end of month. Monthly reports shall include summary of previous weekly reports and overall project progress for CITY's use in communicating to the Public/Citizens.
7. CONSTRUCTION REPRESENTATIVE shall maintain a document control process/system for the purpose of tracking and processing the Contractor's submittals, RFI's, change orders, etc., and provide for filing and retrieval of Project documentation, including daily construction reports and tracking corrections to defective work.
8. CONSTRUCTION REPRESENTATIVE shall review the CITY'S prepared contract modifications (e.g. change orders) and provide recommendations of accuracy and acceptance.
9. CONSTRUCTION REPRESENTATIVE shall assist the CITY'S Project Manager with coordination with the CONTRACTOR regarding utility shut-downs and traffic control staging.
10. The CONSTRUCTION REPRESENTATIVE shall attend the "Pre-Final" project walk through and prepare the pre-final punch list.
11. The CONSTRUCTION REPRESENTATIVE shall attend the "Final" project walk through and prepare the final punch list. CONSTRUCTION REPRESENTATIVE shall coordinate with the CITY's Construction Inspector(s) and CITY to confirm that the punch list items have been addressed before requesting the EOR to issue any substantial or final completion letters to the CITY.

Statement of Work
 Danieldale Road Construction Management

City Contract #21-__

12. The CONSTRUCTION REPRESENTATIVE shall compile all field notes, plan redlines and any applicable construction documentation from CONTRACTOR and CITY, and shall submit to EOR for the purpose of preparing Record Drawings.
13. Dunaway's PROJECT MANAGER will prepare and submit monthly invoices for work performed.

Part 3: Supporting Information

- A. Place of Performance: Danieldale Road from Main St. to US 67, City of Duncanville, Texas.
- B. Period of Performance: The length of construction is anticipated to be a period of eighteen (18) months.

C. Deliverables:

1. Weekly Work reports (.pdf)
2. Monthly Summary of Project reports (.pdf)
3. Review of CITY prepared Change orders and field changes (.pdf)
4. Pre-final and Final punch list(s) (.pdf)
5. Support documentation for RFI's, change orders and field changes (.pdf)
6. As-built plan markups and construction notes for record drawing preparation (.pdf)
7. Monthly Invoices (.pdf)

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

1. Primary Project Manager: Jacqueline (Jackie) Culton, P.E.
 Assistant Director of Public Works
 972-780- 5016
jculton@duncanville.com
2. Primary Construction Manager: John MacLean, E.I.T., CFM
 Graduate Engineer
 972-780-5008
jmaclean@duncanville.com

E. The Engineer Points of Contact for this project are:

1. Primary Project Manager: Josh Wright, PE
 Discipline Lead | Associate
 817-632-4832
jwright@dunawayassociates.com
2. Primary Construction Representative: Richard Wagle
 Construction Representative
 817-680-5116
rwagle@dunawayassociates.com



2020* STANDARD HOURLY BILL RATE SCHEDULE

<u>STAFF TYPE</u>	<u>HOURLY BILL RATE</u>
Administrative	\$90.00 - \$160.00
Information Systems	\$110.00 - \$121.00
Marketing/Business Development	\$95.00 - \$275.00
Financial	\$125.00 - \$286.00
Civil Technician	\$100.00 - \$121.00
Civil Designer	\$65.00 - \$143.00
Graduate Engineer	\$125.00 - \$143.00
Construction Representative	\$130.00 - \$150.00
Project Engineer	\$140.00 - \$226.00
Managing Engineer	\$170.00 - \$193.00
Technical Engineer	\$190.00 - \$286.00
Project Surveyor	\$155.00 - \$171.00
Survey Party Chief	\$125.00 - \$160.00
Survey Technician	\$90.00 - \$132.00
Survey Field Assistant	\$70.00 - \$88.00
GIS	\$100.00 - \$171.00
Planner	\$105.00 - \$231.00
Landscape Architect Intern	\$105.00 - \$116.00
Landscape Designer	\$115.00 - \$127.00
Landscape Architect	\$115.00 - \$165.00
Environmental Scientist	\$110.00 - \$154.00
Intern	\$75.00 - \$83.00
Discipline Lead	\$145.00 - \$270.00
Engagement Manager	\$215.00 - \$350.00
Line of Business Manager/Executive	\$280.00 - \$320.00
Regional Manager/Executive	\$265.00 - \$292.00
Managing Partner	\$375.00 - \$420.00
President	\$475.00 - \$540.00

*Rates subject to change after December 31, 2020.



STAFF REPORT

MEETING: City Council - 15 Dec 2020

TITLE:

Consider a Resolution accepting the conveyance from Dallas County of real property and improvement located at 100 E. Wheatland Rd. (Dallas County Sub-Courthouse/Tax Office) to the City of Duncanville.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

The Property located at 100 E. Wheatland Rd has a deed restriction that requires the County to convey the property back to the City of Duncanville if the County determines that they have no further use of the site. On December 1, 2020, the Commissioner's Court deliberated in executive session and agreed no use of the site existed and consensus was given to convey the property back to the City. Pursuant to Court Order 2018-0769, upon completion of the Tax Office space at the South Dallas Government Center, the Tax Office relocated their services from 100 E. Wheatland Road in Duncanville to 8301 South Polk in Dallas.

POLICY EXPLANATION:

Attached is the special warrant deed that conveys the property back to the City of Duncanville. The City Council shall approve the Resolution to accept the conveyance.

FUNDING SOURCE:

No funding is necessary.

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends Council approving a Resolution accepting the conveyance from Dallas County of real property and improvement located at 100 E. Wheatland Rd. (Dallas County Sub-Courthouse/Tax Office) to the City of Duncanville.

ATTACHMENTS:

[Resolution No. - 2020-100 - Conveyance of former County Tax Office located at 100 E. Wheatland Rd. - Pdf](#)

[Attachment 1 - 2020 Draft Special Warranty Deed](#)

[Attachment 2 - 1996 Special Warranty Deed](#)

[Attachment 3 - 1978 Deed](#)

RESOLUTION NO. 2020-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACCEPTING THE CONVEYANCE FROM DALLAS COUNTY OF REAL PROPERTY AND IMPROVEMENT LOCATED AT 100 E. WHEATLAND RD. (DALLAS COUNTY SUB-COURTHOUSE/TAX OFFICE) TO THE CITY OF DUNCANVILLE AS PROVIDED IN THE SPECIAL WARRANTY DEED ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On July 3, 1978, the City of Duncanville conveyed the property located at 100 E. Wheatland Rd., formerly known as the Anderson Slayback Survey, Abstract No. 1299, to Dallas County for a sub-courthouse; and

WHEREAS, On July 3, 1978, the Deed for the property located at 100 E. Wheatland Rd. stated that the property would revert back to the City of Duncanville if the County did not utilize property for such purpose; and

WHEREAS, On April 2, 1996, Commissions Court Order No. 96-603 approve the property located at 100. E. Wheatland Rd. to be granted, sold, and conveyed back to the City of Duncanville for \$10.00 if and when the County did not have use for the property; and

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

SECTION 1. The Duncanville City Council accepts the conveyance of the Dallas County Tax Office property located at 100 E. Wheatland Rd. as provided in the Special Warranty Deed attached hereto as Exhibit A.

SECTION 2. The Duncanville City Council agrees to accept title and assume possession of the property upon execution of the Special Warranty Deed and decommission by Dallas County.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of December, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Attachment 1

(Space Above For Recorder's Use Only)

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THAT, COUNTY OF DALLAS, TEXAS, a Texas governmental authority ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor, has *GRANTED* and *TRANSFERRED* and by these presents does hereby *GRANT and TRANSFER* unto the City of Duncanville, Texas, a Texas governmental entity ("Grantee") whose address is PO Box 380280, Duncanville, Texas 75138-0280 ("Grantee"), the following:

SITUATED in the City of Duncanville, Dallas County, Texas and BEING part of the ANDERSON SLAYBACK SURVEY, ABSTRACT NO. 1299 and being more particularly described as follows:

BEGINNING at a point in the South line of Wheatland Road (100 feet R.O.W.) said point being the Southeast corner of the intersection of Wheatland Road and Main Street (60 ft. R.O.W.);

THENCE South 00 deg. 00 min. 13 sec. East, 228.21 feet along the East line of Main Street to a point for a corner;

THENCE South 89 deg. 16 min. 30 sec. East, 500.00 feet along the North line of Vinyard Road (60 ft. R.O.W.) to a point for a corner;

THENCE North 00 deg. 00 min. 13 sec. West, 232.48 feet to a point for a corner in the South line of Wheatland Road;

THENCE North 89 deg. 45 min. 52 sec. West 500.00 feet along said South line of Wheatland Road to the PLACE OF BEGINNING and CONTAINING 2.64 acres of land.

together with all buildings, improvements and fixtures located thereon, and all rights and appurtenances thereto in anywise belonging to Grantor, including but not limited to, all rights, titles and interests of Grantor, if any, to strips, gores or other land owned or claimed by Grantor that is adjacent to, contiguous to, or part of the Land described hereinabove (all of said Land, property and interest being collectively referred to herein as the "Property").

TO HAVE AND TO HOLD the above described Property together with any and all rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, its successors and assigns *FOREVER*.

Grantee shall pay the ad valorem taxes applicable to the Property for the year 2020 and shall indemnify and hold Grantor harmless for any loss, costs, expenses or damages arising in connection with Grantee's failure to pay such ad valorem taxes.

TO HAVE AND TO HOLD the same unto Grantee, its successors, heirs and assigns forever, subject only to the exceptions set forth in this Special Warranty Deed and with the same warranties of title contained in such Special Warranty Deed, except that the above-described property is hereby transferred to Grantee under the reversion clause included in that certain deed dated May 15, 1978 and recorded in Volume 78110, Page 2733, Deed Records of Dallas County, Texas, (which was replaced by that certain deed dated July 3, 1978 and recorded in Volume 78148, Page 2035, Deed Records of Dallas County, Texas)(both deeds being attached hereto as Exhibit "A") and is provided in its "AS IS" condition WITH ALL FAULTS, IF ANY, AND, EXCEPT AS OTHERWISE SPECIFIED ABOVE, WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of the ____ day of December, 2020.

[Signature Begins on Following Page].

GRANTOR:

DALLAS COUNTY, TEXAS
a Texas governmental authority company

By: _____ Clay Jenkins
Its: County Judge

THE STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the ____ day of December, 2020, by
_____, the _____ of DALLAS COUNTY, TEXAS, a Texas
governmental authority, on its behalf.

Notary Public, State of Texas

(Notary Seal)

RECOMMENDED:

Darryl Martin
Dallas County Administrator

***Approved as to Form:**

JOHN CREUZOT
DISTRICT ATTORNEY

Chong Choe
Assistant District Attorney

EXHIBIT “A”

Attachment 2

Mc.

COUNTY OF DALLAS

SPECIAL WARRANTY DEED

1090098

06/04/96 58878
No Fee - REAL PROPERTY

4.00

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, Lee F. Jackson, acting in my capacity as County Judge for the County of Dallas, and by virtue of a duly executed Commissioners Court Order No. 96-603 dated April 2, 1996, respectively, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by the City of Duncanville, respectively ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, the following real property situated in the Dallas County, Texas, to wit:

BEING a tract of land situated in the City of Duncanville, Dallas County, Texas, and being part of the ANDERSON SLAYBACK SURVEY, ABSTRACT NO. 1299, and being a portion of that certain tract of land deeded to the County of Dallas by deed dated May 15, 1978, filed June 7, 1978, recorded in Volume 78110, Page 2733, Deed Records, Dallas County, Texas, and described by metes and bounds in Exhibit 'A', attached hereto and incorporated herein for all pertinent purposes:

This conveyance is made subject to the following restrictive covenant and condition subsequent. Should Grantee violate or fail to comply with any of the terms of the restrictive covenant or condition subsequent then, in that event, Grantor may seek to enforce the covenant and Grantor may also demand the reconveyance of the conveyed property together with any improvements thereon by Grantee within fifteen days of Grantee's receipt of written notice of any violations. Grantee hereby agrees to timely execute all documents necessary to effectuate this reconveyance. Grantee further agrees to indemnify and hold harmless Grantor for the value of any improvements or encumbrances upon the reconveyed property created by Grantee.

RESTRICTIVE COVENANT AND CONDITION SUBSEQUENT:

The real property herein conveyed shall be immediately and continuously used strictly for the limited purposes of governmental and similar type use by the City of Duncanville, Texas. Fifteen days after receipt of written notice to the Grantee of any violation or abandonment of this specified use the real property together with any improvements thereon shall immediately, automatically and without the necessity of suit or re-entry revert to Grantor in fee simple absolute.

The failure of Grantor to notice or act upon a violation shall not constitute a waiver of any of its rights or remedies.

96109 00562

The terms, restrictions and conditions of this instrument shall run with the land and shall be binding upon any Grantee, transferee, assignee, or successor of the Grantee of any beneficial interest without regard to whether Grantee, transferee, assignee or successor specifically assumes and agrees to such terms, restrictions and conditions.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby, bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto said Grantee, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE.

EXECUTED this the 3rd day of June, A.D., 1996.

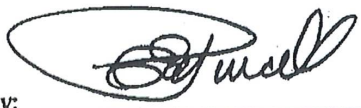
GRANTOR:

COUNTY OF DALLAS

By: 
Lee F. Jackson, County Judge

Grantee hereby accepts and consents to these terms and conditions.

CITY OF DUNCANVILLE, TEXAS

By: 
Ed Purcell, Mayor

96109 00563

ACKNOWLEDGMENT

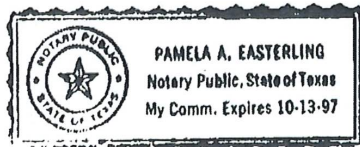
THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority,

on this day personally appeared Lee F. Jackson, County Judge for the Dallas County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Dallas County, Texas, a political subdivision of the State of Texas, and that he executed the same as the act of the County of Dallas for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of June, A.D. 1996.



Pamela A. Easterling
 Notary Public in and for the State of Texas
 My Commission Expires _____

96109 00564

ACKNOWLEDGMENT

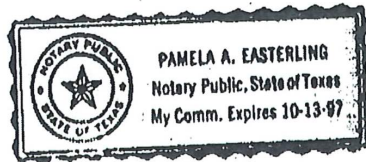
THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority,

on this day personally appeared Ed Purcell, Mayor for the City of Duncanville, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of City of Duncanville, Texas, a political subdivision of the State of Texas, and that he executed the same as the act of the City of Duncanville, Texas for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of June, A.D. 1996.



Pamela A. Easterling
Notary Public in and for the State of Texas
My Commission Expires _____

GRANTEE'S ADDRESS: City of Duncanville
P. O. Box 380280
Duncanville, Texas 75138-0280
Attn: City Manager

96109 00565

Dallas County
Government Center
RBD4
February 3, 1996

Exhibit A
FIELD NOTES DESCRIPTION

BEING a 0.677 acre tract of land situated in the City of Duncanville, Dallas County, Texas and being part of a 2.641 acre tract of land conveyed to the County of Dallas as recorded in Volume 78110, Page 2733 of the Deed Records of Dallas County, Texas and also being part of the Anderson Slayback Survey, Abstract Number 1299 and being more particularly described as follows:

COMMENCING at a found "X" in concrete, said "X" being the most northwesterly corner of a corner clip acquired by the City of Duncanville by Quit Claim Deed as recorded in Volume 85032, Page 1804 of the Deed Records of Dallas County, Texas, said corner also being in the east right-of-way line of Main Street (72 ft. right-of-way) and the south right-of-way line of Wheatland Road (100 ft. right-of-way);

THENCE South 89° 34' 03" East along the south right-of-way line of Wheatland Road a distance of 361.68 feet to a ½" iron rod set for a corner, said corner also being the POINT OF BEGINNING;

THENCE South 89° 34' 03" East continuing along the south right-of-way line of Wheatland Road a distance of 126.35 feet to a ½" iron rod found for a corner, said corner also being the northeast corner of the above mentioned 2.641 acre tract of land conveyed to the County of Dallas, said corner also being the northwest corner of a tract of land conveyed to the City of Duncanville as recorded in Volume 973, Page 1052, Deed Records Dallas County, Texas;

THENCE South 00° 00' 13" East along the common east line of the above mentioned 2.641 acre tract and the west line of the above mentioned City of Duncanville tract a distance of 232.21 feet to a ½" iron rod found for a corner, said corner being the southeast corner of the said 2.641 acre tract and the southwest corner of the said City of Duncanville tract, said corner being in the North right-of-way line of Vineyard Road (a 60 foot right-of-way);

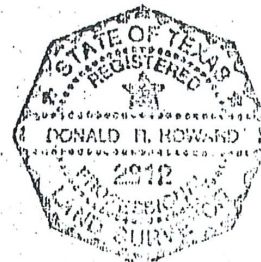
THENCE North 89° 05' 13 " West along the north right-of-way line a distance of 128.12 feet to a ½" iron rod set for a corner;

THENCE North 00° 25' 57 " East, a distance of 231.13 feet to the POINT OF BEGINNING, and containing 0.6770 acres of land , more or less.

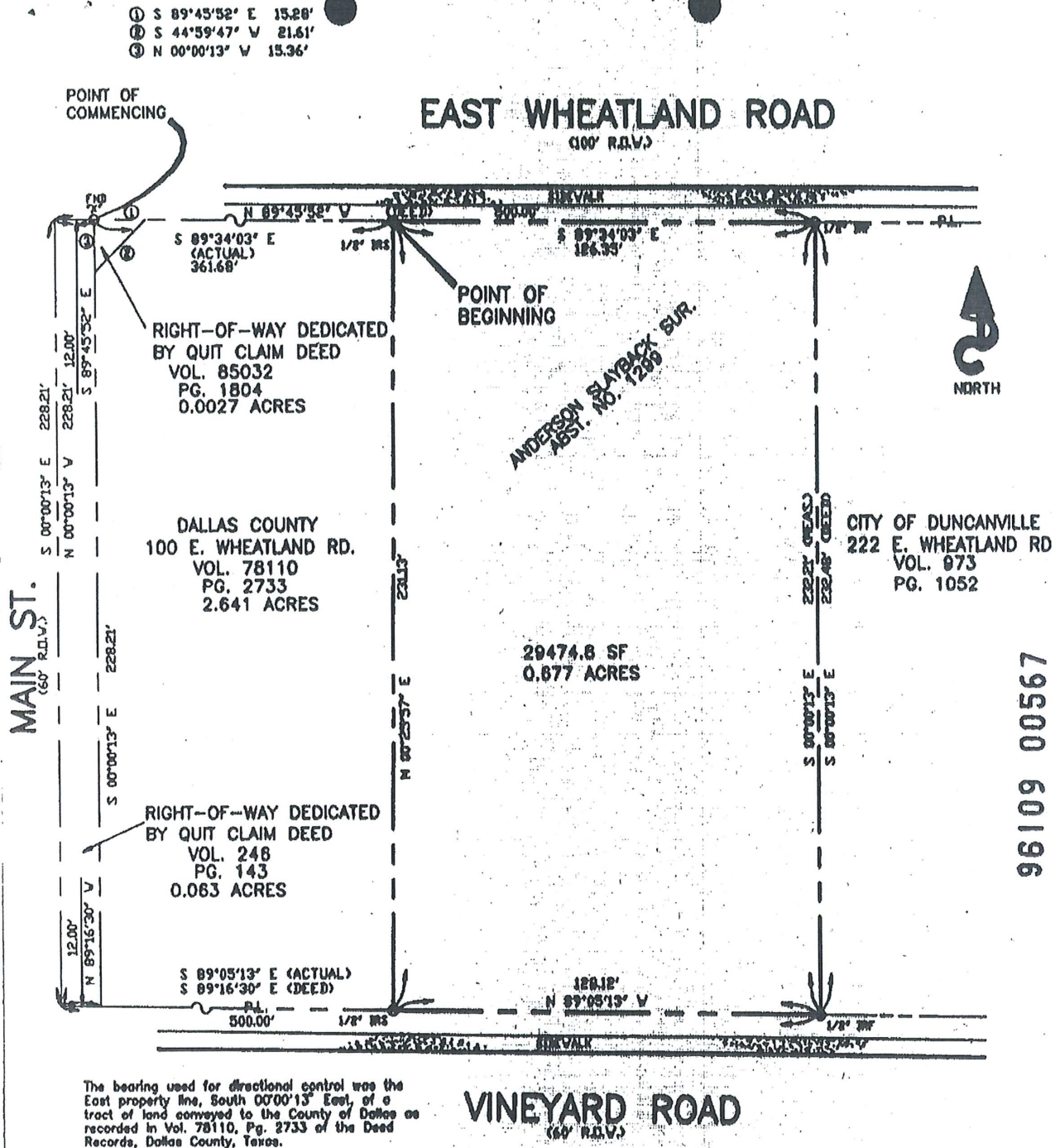
The Basis for Bearing is the East property line of the 2.64 acre tract, South 00° 00' 13" East.

This description accompanies a survey plat of the tract.

Donald R. Howard 2/29/96
Donald R. Howard, P.E., R.P.L.S. Date
Registered Public Land Surveyor - NO. 2812



96109 00566



This is to certify that the above survey was made under my supervision on 11/1/98 and that the method and bounds shown thereon are true and correct.

Donald R. Howard

DONALD R. HOWARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2812

NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
FIELD BOOK 14-136-98			
SURVEY PLAT			
WHEATLAND ROAD			
DRAWN - MBR	CHECKED - JLN	FILE - RDM	SCALE - 1"=40'

COUNTY CLERK, Dallas County, Texas

Gay B. Smith



JUN 4 1996

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
 COUNTY OF DALLAS
 STATE OF TEXAS
 I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

96 JUN -4 AM 8:58

FILED
 COUNTY CLERK
 DALLAS COUNTY
Gay B. Smith

89500 60196

Attachment 3

DEED

DEED RECORD

62-70 661900

STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF DUNCANVILLE, a Municipal Corporation, of the County of Dallas, State of Texas, for and in consideration of the benefits to be received by the City of Duncanville and in recognition of the need for the use of such property by the County of Dallas, State of Texas, has granted and conveyed, and by these presents does grant and convey unto the said COUNTY OF DALLAS, STATE OF TEXAS, all that certain tract of land described as follows:

SITUATED in the City of Duncanville, Dallas County, Texas and BEING part of the ANDERSON SLAYBACK SURVEY, ABSTRACT NO. 1299 and being more particularly described as follows:

BEGINNING at a point in the South line of Wheatland Road (100 feet R.O.W.) said point being the Southeast corner of the intersection of Wheatland Road and Main Street (60 ft. R.O.W.);

THENCE South 00 deg. 00 min. 13 sec. East, 228.21 feet along the East line of Main Street to a point for a corner;

THENCE South 89 deg. 16 min. 30 sec. East, 500.00 feet along the North line of Vinyard Road (60 ft. R.O.W.) to a point for a corner;

THENCE North 00 deg. 00 min. 13 sec. West, 232.48 feet to a point for a corner in the South line of Wheatland Road;

THENCE North 89 deg. 45 min. 52 sec. West 500.00 feet along said South line of Wheatland Road to the PLACE OF BEGINNING and CONTAINING 2.64 acres of land.

TO HAVE AND TO HOLD the above described premises unto the said County of Dallas, State of Texas, so long as the County of Dallas maintains a sub-courthouse upon such premises, and whenever such property shall cease to be used for sub-courthouse purposes by the County of Dallas, then and thereupon this conveyance shall be null and void and the said land and premises shall absolutely revert without any necessity for suit or re-entry to the grantor herein, its successors or assigns; and no act or omission on the part of any of them shall be a waiver of the operation or enforcement of such condition.

It is agreed by the Grantee herein that such conveyance shall be subject to the following additional conditions and

00. 661900
74144 2035

limitation, to-wit:

(1) That the Grantee shall commence construction of said sub-courthouse on such property within two (2) years from the date hereof, and that such construction of said sub-courthouse shall be completed within four (4) years from the date hereof, and if such construction is not commenced and completed as provided herein, then this conveyance shall be null and void and the said land and premises shall absolutely revert without any necessity for suit or re-entry to the Grantor herein, its successors or assigns.

WITNESS MY HAND at Duncanville, Texas, this the 3rd day of July, 1978.



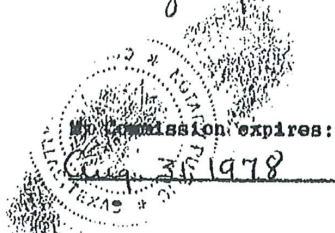
CITY OF DUNCANVILLE

By Richard L. Davidson
Mayor

STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard L. Davidson, Mayor of the CITY OF DUNCANVILLE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CITY OF DUNCANVILLE, a Municipal Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of July, 1978.



Anna M. Durward
Notary Public, Dallas County, Texas

My Commission expires:
Aug 31 1978

This deed is in lieu of and in replacement of that certain deed dated May 15, 1978 and recorded in Volume 78110, Page 2733, Deed Records of Dallas County, Texas

Vol. 78110 Page 2733

FILED
L.E. Mendoza
 COUNTY CLERK
 DALLAS COUNTY

'78 AUG 1 PM 1:46

STATE OF TEXAS COUNTY OF DALLAS
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly re-
 corded in the volume and page of the named records
 in Dallas County, Texas as stamped hereon by me.

AUG 2 1978



L.E. Mendoza
 COUNTY CLERK, Dallas County, Texas

Robin Weeks

	CITY OF DUNCANVILLE TO COUNTY OF DALLAS	DEED		SANER, JACK, SALLINGER & NICHOLS ATTORNEYS AND COUNSELORS 1200 REPUBLIC NATIONAL BANK BUILDING DALLAS, TEXAS 75201
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