



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
DECEMBER 8, 2020 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

2. Recognition of Allen City Television (ACTV) for a Series of Awards from the National Association of Telecommunications Officers and Advisors (NATOA) and Two Lone Star Emmy Nominations.
3. Allen Economic Development Performance Overview and Update by Insight Research Corporation.

Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

4. Approve Minutes of the November 24, 2020, Regular City Council Meeting.
5. Authorize the City Manager to Execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.
6. Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.

7. Award Bid and Authorize the City Manager to Purchase Public Safety Vehicle Equipment from Priority Public Safety and Pursuit Safety, Inc., in the Amount of \$325,000.
8. Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction for Construction of the Ridgeview Trail Segments in the Amount of \$1,493,808.
9. Reappoint Cynthia Porter Gore as the Municipal Court Judge and Authorize the City Manager to Execute an Employment Agreement Relating to her Appointment for a Period Ending December 31, 2022.
10. Reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and Authorize the City Manager to Execute Employment Agreements Relating to their Appointments for a Period Ending December 31, 2022.

Regular Agenda.

11. Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Medical Clinic Use for a 3,987± Square Foot Portion of a Building Located on Lot 6, Greenway-Allen Retail Addition; Generally Located South of McDermott Drive and East of U.S. Highway 75 (and commonly known as 325 S. Central Expressway). [FastDoc Urgent Care]
12. Conduct the Election of Mayor Pro Tem.

Other Business.

13. Calendar.
 - December 22 - Council Meeting Canceled
 - December 24 and 25 - City Hall Closed for Christmas Eve and Christmas Day Holidays
 - January 1, 2021 - City Hall Closed for New Year's Day Holiday
 - January 12, 2021 - Next Regular Council Meeting
14. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

15. Pursuant to Section 551.074 of the Texas Government Code, for Personnel Matters:
 - Discussion Regarding Election of Mayor Pro Tem

16. Reconvene and Consider Action on Items Discussed During Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, December 4, 2020 at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	December 8, 2020
SUBJECT:	Allen Economic Development Performance Overview and Update by Insight Research Corporation.
STAFF RESOURCE:	Dan Bowman, CEO / Executive Director of Allen Economic Development Corporation

BACKGROUND

Over the past 28 years, Insight Research Corporation has completed performance overview analyses every 2 to 3 years in order to track the economic impact of Allen Economic Development Corporation (AEDC) projects. The AEDC was formed in 1992 and capital investment and employment impacts from AEDC projects were tracked beginning in 1993. Per Insight Research Corporation, the AEDC has measured its impacts longer and more consistently than any other economic development organization in the state.

The mission of the AEDC is to recruit and retain quality businesses that increase the ad valorem tax base and bring quality jobs to the City of Allen. This additional commercial tax base allows the Allen City Council to reduce the property tax burden on citizens, while also bringing jobs that benefit Allen residents and create a vibrant economy that is sustainable for the long-term.

Insight Research will present the AEDC impacts through the end of calendar year 2020. This will include the employment impact, property tax base growth, local taxes generated, and other economic impacts produced by almost 130 projects the AEDC has recruited to the City of Allen.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

December 8, 2020

SUBJECT:

Approve Minutes of the November 24, 2020, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

NOVEMBER 24, 2020

Present:

Debbie Stout, Mayor
Ken Fulk, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem
Kurt Kizer
Carl Clemencich
Lauren Doherty
Chris Schulmeister
Baine Brooks

City Staff:

Eric Ellwanger, City Manager
Eric Strong, Deputy City Manager
Tim Dentler, Assistant City Manager
Rebecca Vice, Assistant City Manager
Shelley B. George, City Secretary
Teresa Warren, Director, Public and Media Relations
Rocio Gonzalez, Deputy City Secretary
Pete Smith, Attorney

Workshop Session

The Workshop Session was not held.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Stout at 7:00 p.m. on Tuesday, November 24, 2020, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

1. Administration of the Oaths-of-Office and Presentation of the Certificates-of-Appointment.

City Secretary George administered the Oaths-of-Office to re-elected Councilmember Clemencich and newly elected Mayor Fulk. Mayor Stout presented Certificates-of-Election to each and offered her congratulations. Councilmember Clemencich took his seat at the Council dais.

Mayor Fulk thanked Mayor Stout for her service to the citizens of Allen and her commitment to ensuring the safety of our community during the pandemic. Mayor Fulk presented her with her name plate.

After taking his seat at the Council dais, Mayor Fulk conveyed his gratitude for the community's support then shared a message to residents, encouraging them to contribute to local decision-making through sharing their feedback and getting involved.

Public Recognition

2. Citizen Comments.

Council recognized Cub Scouts Pack 630 in attendance as a requirement for the arrow of light badge.

3. Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation to Sharon Mayer, CEO of the Allen Fairview Chamber of Commerce, and Allen Area Small Business Owners Proclaiming November 28, 2020, as Small Business Saturday.

Consent Agenda

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

- 4. Approve Minutes of the November 10, 2020, Regular City Council Meeting.**
- 5. Approve Minutes of the November 17, 2020, Special Called City Council Meeting.**
- 6. Award Bid and Authorize the City Manager to Execute an Annual Contract with Siemens Mobility, Inc., for Maintenance of City-Owned Street Lights in the Amount of \$237,000.**
- 7. Adopt an Ordinance Granting to Oncor Electric Delivery Company, Its Successors and Assigns, a Non-Exclusive Franchise To Use Public Rights-Of-Way of the City of Allen for the Purposes of Constructing and Operating an Electric Distribution and Transmission System for a Period of Twenty (20) Years.**

ORDINANCE NO. 3789-11-20: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHTS-OF-WAY OF THE CITY OF ALLEN, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDE FOR AN EFFECTIVE DATE.

- 8. Adopt an Ordinance Approving and Enacting Supplement No. 17 to the Code of Ordinances.**

ORDINANCE NO. 3790-11-20: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING SUPPLEMENT NO. 17 TO THE CODE OF ORDINANCES; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING A REPEAL OF

CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING A PENALTY FOR SUCH VIOLATION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

9. Adopt an Ordinance Approving and Enacting Supplement No. 18 to the Allen Land Development Code.

ORDINANCE NO. 3791-11-20: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING SUPPLEMENT NO. 18 TO THE ALLEN LAND DEVELOPMENT CODE; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING A REPEAL OF CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING A PENALTY FOR SUCH VIOLATION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

10. Adopt a Resolution Amending Authorized City Representatives to Conduct Transactions and Inquiries with TexPool.

RESOLUTION NO. 3792-11-20(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING PRIOR DESIGNATIONS OF INVESTMENT OFFICERS OF THE CITY AND AUTHORIZING INDIVIDUALS TO INVEST, TRANSFER, WITHDRAW, DEPOSIT, GIVE INSTRUCTIONS ON BEHALF OF THE ORGANIZATION, OR MANAGE FUNDS FOR THE CITY OF ALLEN; AND PROVIDING AN EFFECTIVE DATE.

The motion carried.

Other Business

11. Calendar.

- November 26 and 27 – City Hall Closed for the Thanksgiving Holidays

12. Items of Interest.

- Mayor Fulk announced his commitment to donating his monthly stipend to a different charity each month. Details will be shared on the City's website and social media channels when charities are selected.
- Council expressed its sympathies to Councilmembers Doherty and Brooks for the losses of a loved one recently.
- Council wished Councilmember Schulmeister a happy birthday.
- Council wished the Allen community a very Happy Thanksgiving.

Executive Session

The Executive Session was not held

13. Reconvene and Consider Action on Items Resulting from Executive Session.

Adjournment

MOTION: Upon a motion made by Councilmember Doherty and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:30 p.m. on Tuesday, November 24, 2020. The motion carried.

These minutes approved on the 8th day of December 2020.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

December 8, 2020

SUBJECT:

Authorize the City Manager to Execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.

BACKGROUND

National Air Duct Cleaner Association Assessment Cleaning and Restoration standards recommend an annual inspection of ducting and the EPA provides guidelines for when cleaning is necessary. Investigation of ducting in our facilities has shown a build-up of debris and dust throughout the systems of several facilities. Most of our facilities have not received duct cleaning since their original construction. Regular cleaning improves air quality within a facility, removes blockages, and reduces stress on the air-circulation system.

Staff has determined that Allen City Hall, Municipal Court and Parks and Recreation building, Allen Public Library, and the Municipal Service Center are facilities that need to receive HVAC duct cleaning at this time. The Police Department Headquarters received a full HVAC duct cleaning in 2019. Staff intends to perform cleaning on additional facilities in future fiscal years so that all city facilities are on a routine cleaning cycle.

The duct cleaning will remove particulate matter, growth, and debris that builds up in the system through the course of its yearly use. The process will clean the ducting, air handlers, and various mechanical components of air-condition systems in each facility. This is also necessary before the installation of the ion cleaning system as a dirty system increases the strain on the ion cleaners to purify the air passing through the sterilizer. Clean ducts will improve the lifespan of the new ion cleaning system as well. Best value for this service has been established through the use of a Buyboard Cooperative Contract. This purchase will be made through the Buyboard Cooperative Purchasing, Contract number 591-19 executed on October 1, 2019, and effective through September 30, 2022.

BUDGETARY IMPACT

The project will be funded with facilities maintenance funds, within the approved budget for this fiscal year.

Fund 605 -Facilities Maintenance Fund itemization	
City Hall & MCPAR	\$ 108,861
Allen Public Library	\$ 52,553

Municipal Service Center	\$ 26,277
TOTAL AWARD AMOUNT	\$ 187,691

STAFF RECOMMENDATION

Staff recommends that Council Authorize the City Manager to Execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.

MOTION

I make a motion to authorize the City Manager to Authorize the City Manager to execute a Contract with Restoration Specialists through the Buyboard Purchasing Cooperative for the Facilities Duct Cleaning Project in the Amount of \$187,691.

ATTACHMENTS:

Agreement

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Restoration Specialists, a Texas Limited Liability Company (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment and services (collectively the “Services”) described in the Contract Documents (hereinafter defined) for HVAC Duct Cleaning Services at Allen City Hall, the Municipal Court/Parks & Recreation building and the Municipal Service Center (the “Project”); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”); and

WHEREAS, the City has procured this Agreement through the Buy Board contract #591-19;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II

Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Contractor's Proposal attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III

Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents for the Services. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a TCEQ approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.5 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

3.6 Contractor Representations. Contractor represents and covenants that its forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.7 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.8 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear;

protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.9 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.10 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.11 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

Article IV

Compensation and Method of Payment

4.1 General.

(a) Contract Price. City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One Hundred Eighty Seven Thousand, Six Hundred Ninety Dollars and Seventy Two Cents (\$187,690.72) (the "Contract Price") to be paid as set forth herein.

(b) Payment of the Contract Price. Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the

Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders and the amount of the Contract Price remaining to be paid.

4.2 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.3 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Work to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 intended for City, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Restoration Specialists, LLC
Attn: David DeMattia
4808 Simonton Road
Farmers Branch, TX 75244
214.637.2200 - telephone
214.637.2205 - fax

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability

insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a “following form basis.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) 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.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES

ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). 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.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of

any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2020.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 30 day of November, 2020.

RESTORATION SPECIALISTS, LLC


By:  _____
David DeMattia, President

EXHIBIT A

RESTORATION SPECIALISTS

4808 Simonton Road
Dallas Texas 75244
214-637-2200
RS1967.com



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City of Allen DUCT CLEANING PROJECT Proposal November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013





CITY OF ALLEN DUCT CLEANING PROJECT

MCPAR, City Hall, Allen Public Library, and Municipal Service Center

Table of Contents

1. MCPAR and City Hall Proposal
2. Allen Public Library Proposal
3. Municipal Service Center Proposal
4. Schedule of Work
5. Safety Data Sheets

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City of Allen DUCT CLEANING PROJECT MCPAR and City Hall Proposal November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013



MCPAR – CITY HALL

Duct Cleaning Proposal

November 16, 2020
City of Allen
Mr. Ashley McDaniel
Facilities Project Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

Reference: Duct Cleaning Proposal MCPAR – City Hall

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at MCPAR and City Hall

Duct Cleaning Summary Scope of Work

Project ID MCPAR - City Hall	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

The following will be performed in all City of Allen buildings in this proposal:

- Clean all flex, spiral, and metal duct smaller than 30" x 30" will be cleaned utilizing a mechanical brushing system in conjunction with a HEPA filtered negative air collection device. Vertical runs of larger duct will also be cleaned using this method
- Flex duct will be accessed through partial or total removal of lay in diffusers. Ducts leading to linear diffusers will be brushed from the main trunk
- Metal duct larger than 30"X 30" will be accessed via a 16" access hole and horizontal ductwork will be hand vacuumed. The access hole will be patched with 20-gauge galvanized sheet metal patches.
- Clean interiors of all air handlers, to include evaporator coils, fan housings and blades, and vacuuming of insulation.
- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

General Requirements

1. Project completion deadline 12-31-20
2. All work in the City Council Chamber must be completed and cleaned by 5PM on Tuesdays
3. City of Allen will be responsible for providing access to crews for all designated work areas
4. CJIS clearance paperwork for persons working in the Dispatch and Courts areas of the MCPAR has a 72-hour turnaround time for processing

General Requirements

5. No work may take place on Christmas Eve or Christmas Day
6. Work in the 911 Dispatch Area will be scheduled in the evenings, with Sunday night being preferential. City workers will be present in the space during the clean and for noise reasons equipment will be set up outside the room, running necessary lines through the door or ceiling. Additionally, no chemicals will be used in this space that would require workers to leave the space while cleaning takes place
7. Work done in the courtroom itself of MCPAR may work from Friday through Sunday.
8. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
9. Invoicing for City Campus and Municipal Service Center must be received no later than December 18th 2020
10. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
11. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
12. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
13. Additional charges will be applied if invoice is paid with a credit card
14. Any work not specifically included in this proposal, is excluded
15. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

RS proposes to perform the MCPAR and City Hall duct cleaning for a sum total of \$108,860.62 Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,
David

DAVID DeMATTIA
President
972.839.0976 Mobile
214.637.2200 24/7 Emergency
David.DeMattia@RS1967.com
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City of Allen DUCT CLEANING PROJECT Allen Public Library Proposal November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013



ALLEN PUBLIC LIBRARY

Duct Cleaning Proposal

November 16, 2020
City of Allen
Mr. Ashley McDaniel
Facilities Project Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

Reference: Duct Cleaning Proposal Allen Public Library

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at Allen Public Library.

Duct Cleaning Summary Scope of Work

Project ID Allen Public Library	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

The following will be performed in all City of Allen buildings in this proposal:

- Clean all flex, spiral, and metal duct smaller than 30" x 30" will be cleaned utilizing a mechanical brushing system in conjunction with a HEPA filtered negative air collection device. Vertical runs of larger duct will also be cleaned using this method
- Flex duct will be accessed through partial or total removal of lay in diffusers. Ducts leading to linear diffusers will be brushed from the main trunk
- Metal duct larger than 30"X 30" will be accessed via a 16" access hole and horizontal ductwork will be hand vacuumed. The access hole will be patched with 20-gauge galvanized sheet metal patches.
- Clean interiors of all air handlers, to include evaporator coils, fan housings and blades, and vacuuming of insulation.
- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

General Requirements

1. City of Allen will be responsible for providing access to crews for all designated work areas
2. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
3. Invoicing for City Campus and Municipal Service Center must be received no late than December 18th 2020
4. Library work must take place after 6PM Wednesday Through Friday, or 7AM to 7PM on Saturday or Sunday. Once a work schedule has been final approved, City of Allen has pre-approved additional work time availability on Mondays and Tuesdays from 8pm to 5am

General Requirements

5. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
6. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
7. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
8. Additional charges will be applied if invoice is paid with a credit card
9. Any work not specifically included in this proposal, is excluded
10. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned

RS proposes to perform the Allen Public Library duct cleaning for a sum total of \$52,553.40. Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,
David

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City of Allen DUCT CLEANING PROJECT Municipal Service Center Proposal November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013



MUNICIPAL SERVICE CENTER

Duct Cleaning Proposal

November 16, 2020
City of Allen
Mr. Ashley McDaniel
Facilities Project Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

Reference: Duct Cleaning Proposal Municipal Service Center

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at Municipal Service Center.

Duct Cleaning Summary Scope of Work

Project ID Municipal Service Center	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

The following will be performed in all City of Allen buildings in this proposal:

- Clean all flex, spiral, and metal duct smaller than 30" x 30" will be cleaned utilizing a mechanical brushing system in conjunction with a HEPA filtered negative air collection device. Vertical runs of larger duct will also be cleaned using this method
- Flex duct will be accessed through partial or total removal of lay in diffusers. Ducts leading to linear diffusers will be brushed from the main trunk
- Metal duct larger than 30"X 30" will be accessed via a 16" access hole and horizontal ductwork will be hand vacuumed. The access hole will be patched with 20-gauge galvanized sheet metal patches.
- Clean interiors of all air handlers, to include evaporator coils, fan housings and blades, and vacuuming of insulation.
- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

General Requirements

1. Project completion deadline 12-31-20
2. City of Allen will be responsible for providing access to crews for all designated work areas
3. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
4. Invoicing for City Campus and Municipal Service Center must be received no later than December 18th 2020.

General Requirements

5. No work may take place on Christmas Eve or Christmas Day
6. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
7. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
8. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
9. Additional charges will be applied if invoice is paid with a credit card
10. Any work not specifically included in this proposal, is excluded
11. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

RS proposes to perform the Municipal Service Center duct cleaning for a sum total of \$26,276.70. Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,
David

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President
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RESTORATION SPECIALISTS

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City of Allen DUCT CLEANING PROJECT Schedule of Work - Non Date Specific November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013



DUCT CLEANING PROJECT

Schedule of Work

Non-Date Specific

November 11, 2020

PROJECT LOCATION	REQUIRED DAYS FOR COMPLETION
MCPAR	12/31/20 Deadline
City Hall	12/31/20 Deadline
Allen Public Library	6
Service Center	12/31/20 Deadline
TOTAL COMPLETION DAYS	6 Days Allen Public Library

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City of Allen DUCT CLEANING PROJECT Safety Data Sheets November 16, 2020



City of Allen

305 Century Parkway
Allen, Tx, 75013





SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	NU-BRITE (4291-01, 4291-05, 4291-08, 4891-08)
Other means of identification	Not available
Recommended use	Coil Cleaner
Recommended restrictions	None known.
Manufacturer information	Nu-Calgon 2611 Schuetz Road St. Louis, MO 63043 US Phone: 314-469-7000 / 800-554-5499 Emergency Phone: 1-800-424-9300 (CHEMTREC)
Supplier	See above.

2. Hazards Identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
Environmental hazards	Not classified.	
WHMIS 2015 defined hazards	Not classified	
Label elements		



Signal word Danger

Hazard statement
May be corrosive to metals.
Causes severe skin burns and eye damage.

Precautionary statement

Prevention

Keep only in original packaging.
Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.

Response

Absorb spillage to prevent material-damage. IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor. Specific treatment (see information on this label).

Storage

Store in a corrosion resistant container with a resistant inner liner.
Store locked up.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)

None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)

None known

Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information

Not applicable.

3. Composition/Information on Ingredients

Mixture

Chemical name	Common name and synonyms	CAS number	%
Sodium hydroxide		1310-73-2	15-40*

Composition comments

US GHS: The exact percentage (concentration) of composition has been withheld as a trade secret in accordance with paragraph (i) of §1910.1200.
*CANADA GHS: The exact percentage (concentration) of composition has been withheld as a trade secret.

4. First Aid Measures

Inhalation	IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Specific treatment (see information on this label). Wash contaminated clothing before reuse. Immediately call a POISON CENTER/doctor.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.
Ingestion	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. If you feel unwell, seek medical advice (show the label where possible). Show this safety data sheet to the doctor in attendance. Use of an impervious apron is recommended. Avoid contact with eyes and skin. Wear rubber gloves and chemical splash goggles. Keep out of reach of children.

5. Fire Fighting Measures

Suitable extinguishing media	Treat for surrounding material.
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Firefighters should wear a self-contained breathing apparatus.
Special protective equipment and precautions for firefighters	Firefighters should wear full protective clothing including self-contained breathing apparatus.
Fire-fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
Hazardous combustion products	May include and are not limited to: Oxides of carbon.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep out of low areas. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb spillage to prevent material damage. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. Never return spills to original containers for re-use.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Do not discharge into lakes, streams, ponds or public waters.

7. Handling and Storage

Precautions for safe handling	Avoid prolonged exposure. Wear appropriate personal protective equipment. Wash thoroughly after handling. Ensure adequate ventilation. Do not get in eyes, on skin or on clothing. Use good industrial hygiene practices in handling this material. Keep container tightly closed. Avoid breathing vapors or mists of this product.
--------------------------------------	---

Conditions for safe storage, including any incompatibilities

Store locked up. Store in a corrosion resistant container with a resistant inner liner. Store in a closed container away from incompatible materials. Keep only in the original container. Store in a cool, dry place out of direct sunlight. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure Controls/Personal Protection

Occupational exposure limits**Canada. Alberta OELs (Occupational Health & Safety Code, Schedule 1, Table 2)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Canada. Saskatchewan OELs (Occupational Health and Safety Regulations, 1996, Table 21)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

Chemicals listed in section 3 that are not listed here do not have established limit values for ACGIH.

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear chemical goggles.

Skin protection**Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

Other

Wear appropriate chemical resistant clothing. As required by employer code. Rubber apron recommended.

Respiratory protection	Avoid breathing mists or vapors. Where exposure guideline levels may be exceeded, use an approved NIOSH respirator. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Wash hands before breaks and immediately after handling the product.

9. Physical and Chemical Properties

Appearance	Liquid
Physical state	Liquid.
Form	Liquid.
Color	Blue
Odor	Characteristic, Mild
Odor threshold	Not available.
pH	12.7 (1%) 14 (Concentrate)
Melting point/freezing point	32 °F (0 °C)
Initial boiling point and boiling range	212 °F (100 °C)
Pour point	Not available.
Specific gravity	1.24
Partition coefficient (n-octanol/water)	Not available
Flash point	None to boiling
Evaporation rate	Equal to water
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available
Flammability limit - upper (%)	Not available
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available
Vapor density	Not available
Relative density	Not available.
Solubility(ies)	Complete
Auto-ignition temperature	Not available
Decomposition temperature	Not available.
Viscosity	Water thin
Other information	
Bulk density	10.36 lb/gal
VOC (Weight %)	None

10. Stability and Reactivity

Reactivity	Reacts violently with acids. This product may react with oxidizing agents.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Chemical stability	Stable under recommended storage conditions.
Conditions to avoid	Do not mix with other chemicals. Hazardous vapours may be produced when mixed with chlorinated detergents or sanitizers.
Incompatible materials	Oxidizing agents. Acids.
Hazardous decomposition products	May include and are not limited to: Oxides of carbon.

11. Toxicological Information

Routes of exposure	Eye, Skin contact, Inhalation, Ingestion.	
Information on likely routes of exposure		
Ingestion	Causes digestive tract burns.	
Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system.	
Skin contact	Causes severe skin burns.	
Eye contact	Causes serious eye damage.	
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.	
Information on toxicological effects		
Acute toxicity		
Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Not available	
Inhalation		
LC50	Not available	
Oral		
LD50	Rabbit	325 mg/kg, ECHA
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Exposure minutes	Not available.	
Erythema value	Not available.	
Oedema value	Not available.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Corneal opacity value	Not available.	
Iris lesion value	Not available.	
Conjunctival reddening value	Not available.	
Conjunctival oedema value	Not available.	
Recover days	Not available.	
Respiratory or skin sensitization		
Canada - Alberta OELs: Irritant		
Sodium hydroxide (CAS 1310-73-2)	Irritant	
Respiratory sensitization	Not available.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Mutagenicity	Non-hazardous by WHMIS/OSHA criteria.	
Carcinogenicity	Non-hazardous by WHMIS/OSHA criteria.	
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	Non-hazardous by WHMIS/OSHA criteria.	
Teratogenicity	Non-hazardous by WHMIS/OSHA criteria.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not available.	
Chronic effects	Prolonged inhalation may be harmful. Non-hazardous by WHMIS/OSHA criteria.	

12. Ecological Information

Ecotoxicity	Components of this product have been identified as having potential environmental concerns. See below
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Ecotoxicological data**Components****Species****Test Results**

Sodium hydroxide (CAS 1310-73-2)

Aquatic

Crustacea

EC50

Water flea (*Ceriodaphnia dubia*)

34.59 - 47.13 mg/L, 48 hours

Fish

LC50

Western mosquitofish (*Gambusia affinis*)

125 mg/L, 96 hours

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

No data available.

Mobility in soil

No data available.

Mobility in general

Not available.

Other adverse effects

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations**Disposal instructions**

Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Hazardous waste code

The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information**Transport of Dangerous Goods (TDG) Proof of Classification**

Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

U.S. Department of Transportation (DOT)**Basic shipping requirements:**

UN number

UN3266

Proper shipping name

Corrosive liquid, basic, inorganic, n.o.s.

Technical name

Sodium hydroxide

Hazard class

8

Packing group

II

Special provisions

386, B2, IB2, T11, TP2, TP27

Packaging exceptions

154

Packaging non bulk

202

Packaging bulk

242

Transportation of Dangerous Goods (TDG - Canada)**Basic shipping requirements:**

UN number

UN3266

Proper shipping name

CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.

Technical name

SODIUM HYDROXIDE

Hazard class

8

Packing group

II

Special provisions

16

Packaging exceptions

<1L - Limited Quantity

IATA/ICAO (Air)**Basic shipping requirements:**

UN number

UN3266

Proper shipping name

Corrosive liquid, basic, inorganic, n.o.s.

Technical name

Sodium hydroxide

Hazard class

8

Packing group

II

IMDG (Marine Transport)**Basic shipping requirements:**

UN number

UN3266

Proper shipping name
Technical name
Hazard class
Packing group

CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.
Sodium hydroxide
8
II

DOT



IATA; IMDG; TDG



15. Regulatory Information

Canadian federal regulations

This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR.

Export Control List (CEPA 1999, Schedule 3)

Not listed.

Greenhouse Gases

Not listed.

Precursor Control Regulations

Not regulated.

WHMIS 2015 Exemptions

Not applicable

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

All required substances have been notified to EPA as active.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

No

SARA 311/312 Hazardous chemical

No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

US state regulations

US - California Hazardous Substances (Director's): Listed substance

Sodium hydroxide (CAS 1310-73-2) Listed.

US - Illinois Chemical Safety Act: Listed substance

Sodium hydroxide (CAS 1310-73-2)

US - Louisiana Spill Reporting: Listed substance

Sodium hydroxide (CAS 1310-73-2) Listed.

US - Minnesota Haz Subs: Listed substance

Sodium hydroxide (CAS 1310-73-2) Listed.

US - New Jersey RTK - Substances: Listed substance

Sodium hydroxide (CAS 1310-73-2)

US - Texas Effects Screening Levels: Listed substance

Sodium hydroxide (CAS 1310-73-2) Listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

Inventory status

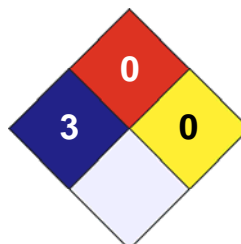
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 3
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

04-July-2018

Version

02

Effective date

04-July-2018

Prepared by

Nu-Calgon Technical Service Phone: (314) 469-7000

Other information

For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

December 8, 2020

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.

BACKGROUND

The existing 8-inch sanitary sewer pipe that runs through the Central Business District along East Coats Drive and across the DART Right-of-Way was built in 1958 and requires replacement to ensure reliable performance - now and for the future. The proposed sanitary sewer will be a larger, 12-inch pipe to provide improved service today (the old pipe is failing in several locations), and will satisfy future demand should the downtown area redevelop in the future. This project will consist of 1,800 linear feet wastewater to be installed by open cut and replacement of the aerial crossing at Cottonwood Creek to resolve ongoing maintenance issues.

On October 29, 2020, six (6) bids were received and five (5) bids were responsive.
The Three (3) lowest and responsive bids are below:

Bid 2020-8-124

Contractor	Calendar Days	Bid Amount
SYB Construction Company, Inc.	200	\$ 543,664.65
Dowager Utility Construction	150	\$ 587,462.00
Atkins Brothers	90	\$ 588,894.00

BUDGETARY IMPACT

The total budget and proposed funding sources are as follows, below, and is consistent with the capital outlay shown in the Approved Capital Improvement Plan (page U-11) for FY20:

WA1908 - Coats Drive Sanitary Sewer Replacement Construction Cost	
Bid Amount	\$ 543,664.65
TOTAL AWARD AMOUNT	\$543,664.65

WA1908 - Coats Drive Sanitary Sewer Replacement Project Funding Source	
Funding Source	Proposed
REVENUE BOND (FY2019/FY2020)	\$ 543,664.65
TOTAL	\$ 543,664.65

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with SYB Construction Company, Inc., for the Coats Drive Sanitary Sewer Replacement Project in the Amount of \$543,665.

ATTACHMENTS:

Agreement

Location Map

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 2020, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and SYB CONSTRUCTION CO., INC of the City of IRVING, County of DALLAS and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**Central Business District (CBD) at the DART Railroad Sanitary Sewer Rehabilitation Project
BID #2020-8-124**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Two hundred (200) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS

Party of the First Part (OWNER)

By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

SYB CONSTRUCTION CO., INC

Party of the Second Part (CONTRACTOR)

By B. Wood
BRIAN WOOD, VICE-PRESIDENT

Attest W. R. Bennett
WALTER R. BENNETT, SECRETARY

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
BID# 2020-8-124 CIP# WA1908

BASE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	1	LS	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, for the Lump Sum of <u>twenty-two thousand six hundred ten</u> Dollars & <u>zero</u> Cents Lump Sum	22,610.00	22,610.00
2	1	LS	General Site Preparation and all incidentals for the Lump Sum of <u>six thousand</u> Dollars & <u>zero</u> Cents Lump Sum	6,000.00	6,000.00
3	1	LS	Stormwater Pollution Prevention Plan (SWPPP) & Implementation, including all incidentals for the Lump Sum of <u>ten thousand eight hundred ninety</u> Dollars & <u>zero</u> Cents Lump Sum	10,890.00	10,890.00
4	1	LS	Traffic Control, including all incidentals for the Lump Sum of <u>six thousand seven hundred fifty</u> Dollars & <u>zero</u> Cents Lump Sum	6,750.00	6,750.00
5	1	LS	Utility Bracing and Support, including all incidentals for the Lump Sum of <u>two thousand eight hundred seventy-five</u> Dollars & <u>zero</u> Cents Lump Sum	2,875.00	2,875.00
6	1,795	LF	Trench Safety for the sum of <u>two</u> Dollars & <u>zero</u> Cents Per Linear Foot	2.00	3,590.00
7	20	LF	Remove 6" Wastewater Pipe, including disposal and all incidentals for the sum of <u>three</u> Dollars & <u>zero</u> Cents Per Linear Foot	3.00	60.00
8	138	LF	Remove 8" Wastewater Pipe, including disposal and all incidentals for the sum of <u>three</u> Dollars & <u>zero</u> Cents Per Linear Foot	3.00	414.00
9	2	EA	Cut and Plug Ex. 8" Sanitary Sewer Pipe, including all incidentals for the sum of <u>three hundred sixteen</u> Dollars & <u>zero</u> Cents Per Each	316.00	632.00
10	3	EA	Plug Ex. Sewer Main Inside Manhole, including all incidentals for the sum of <u>four hundred seventy-five</u> Dollars & <u>zero</u> Cents Per Each	475.00	1,425.00
11	6	EA	Remove Ex. Manhole, including disposal and all incidentals for the sum of <u>one thousand seventy</u> Dollars & <u>zero</u> Cents Per Each	1,070.00	6,420.00

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
BID# 2020-8-124 CIP# WA1908

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
12	1	EA	Relocate Ex. Water Valve, including all incidentals for the sum of <u>nine hundred eighty</u> Dollars & <u>zero</u> Cents Per Each	980.00	980.00
13	22	LF	6" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred twenty</u> Dollars & <u>zero</u> Cents Per Linear Foot	120.00	2,640.00
14	75	LF	8" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred ten</u> Dollars & <u>zero</u> Cents Per Linear Foot	110.00	8,250.00
15	10	LF	10" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>one hundred sixteen</u> Dollars & <u>zero</u> Cents Per Linear Foot	116.00	1,160.00
16	1,496	LF	12" PVC SDR-26 ASTM D2241 Gravity Wastewater Pipe by Open Cut, including embedment, backfill, compaction, and testing for the sum of <u>eighty-seven</u> Dollars & <u>fifty</u> Cents Per Linear Foot	87.50	130,900.00
17	64	LF	8" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing Spacers, including all incidentals for the sum of <u>ninety-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	95.00	6,080.00
18	64	LF	16" Steel Casing Pipe (Aerial Crossing), including all incidentals for the sum of <u>four hundred forty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	445.00	28,480.00
19	1,859	LF	TV Inspection of proposed sewer lines, including all incidentals <u>three</u> Dollars & <u>fifty</u> Cents Per Linear Foot	3.50	6,506.50
20	6	EA	4' Dia. Standard Concrete Wastewater Manhole, including all incidentals for the sum of <u>six thousand six hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	6,650.00	39,900.00
21	1	EA	4' Dia. Standard Sanitary Sewer Manhole Encased with 12" Cement Stabilized Sand, including all incidentals for the sum of <u>fourteen thousand three hundred</u> Dollars & <u>zero</u> Cents Per Each	14,300.00	14,300.00

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
 BID# 2020-8-124 CIP# WA1908

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND	UNIT PRICE IN	EXTENDED AMOUNT
22	1	EA	4' Dia. Doghouse Manhole over Existing Sewer Main, including all <u>five thousand two hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	5,230.00	5,230.00
23	1	EA	5' Dia. Drop Manhole Encased with 12" Cement Stabilized Sand, <u>sixteen thousand five hundred ninety</u> Dollars & <u>zero</u> Cents Per Each	16,590.00	16,590.00
24	1	EA	5' Dia. Drop Manhole With Type "S" Ring and Lid, including all <u>fourteen thousand two hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	14,255.00	14,255.00
25	11	EA	Manhole Testing, including all incidentals for the sum of <u>two hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	230.00	2,530.00
26	1	EA	Connect to Existing Manhole and Rework Invert, including all <u>two thousand four hundred</u> Dollars & <u>zero</u> Cents Per Each	2,400.00	2,400.00
27	1	EA	Connect to Existing 6" Sanitary Sewer Main, including all <u>one thousand four hundred fifty</u> Dollars & <u>zero</u> Cents Per Each	1,450.00	1,450.00
28	3	EA	Connect to Existing 8" Sanitary Sewer Main, including all <u>one thousand two hundred seventy</u> Dollars & <u>zero</u> Cents Per Each	1,270.00	3,810.000
29	1	EA	Connect to Existing 10" Sanitary Sewer Stubout, including all <u>eight hundred sixty</u> Dollars & <u>zero</u> Cents Per Each	860.00	860.00
30	3	EA	Transfer Ex. Sewer Lateral to New Main, including all incidentals <u>one thousand five hundred seventy</u> Dollars & <u>zero</u> Cents Per Each	1,575.00	4,725.00
31	2	EA	Tree Removal, including disposal and all incidentals for the sum of <u>one thousand seven hundred twenty</u> Dollars & <u>zero</u> Cents Per Each	1,725.00	3,450.00
32	767	SY	Hydromulch Seeding, including all incidentals for the sum of <u>four</u> Dollars & <u>seventy</u> Cents Per Square Yard	4.70	3,604.90
33	425	SY	Block Sodding, including all incidentals for the sum of <u>ten</u> Dollars & <u>ninety</u> Cents Per Square Yard	10.90	4,632.50

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
 BID# 2020-8-124 CIP# WA1908

ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
34	500	SY	8" Reinforced Concrete Pavement Remove and Replace, including <u>eighty-three</u> Dollars & <u>twenty-five</u> Cents Per Square Yard	83.25	41,625.00
35	5.2	TON	2" Hot Mix Asphalt Pavement, including all incidentals for the sum <u>six hundred</u> Dollars & <u>zero</u> Cents Per Ton	605.00	3,146.00
36	425	SY	4" Asphalt Base Course Remove and Replace, including removal & <u>forty-three</u> Dollars Cents Per Square Yard <u>fifty</u>	43.50	18,487.50
37	20	SY	Asphalt Driveway Remove and Replace, including removal and <u>one hundred seventy</u> Dollars & <u>zero</u> Cents Per Square Yard	170.00	3,400.00
38	30	LF	Chain Link Fence Remove and Replace, including removal and <u>fifty-seven</u> Dollars & <u>fifty</u> Cents Per Linear Foot	57.50	1,725.00
39	1	EA	Steel Tube Gate Remove and Replace, including removal and <u>one thousand one hundred thirty</u> Dollars & <u>zero</u> Cents Per Each	1,130.00	1,130.00
40	261	SY	Tied Concrete Block Erosion Control Mat, including all incidentals <u>eighty-four</u> Dollars & <u>fifty</u> Cents Per Square Yard	84.50	22,054.50
41	1	LS	Aerial Crossing Including Drilled Piers, Pier Cap, SST Straps, and <u>fourteen thousand nine hundred</u> Dollars & <u>zero</u> Cents Lump Sum	14,900.00	14,900.00
42	1	LS	Remove Existing Aerial Crossing Steel Columns, Concrete Piers, <u>five thousand three hundred ninety</u> Dollars & <u>zero</u> Cents Lump Sum	5,390.00	5,390.00

TOTAL

476,257.90

Central Business District (CBD) at the DART Railroad Sanitary Sewer Replacement Rehabilitation
 BID# 2020-8-124 CIP# WA1908

DART
CROSS

ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
43	192	LF	12" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing <u>sixty three</u> Dollars & <u>zero</u> Cents Per Linear Foot	63.00	12,096.00
44	192	LF	24" Steel Casing Pipe, by Open Cut, including embedment, backfill, <u>two hundred forty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	245.00	47,040.00
45	3	EA	Tree Removal, <u>one thousand seven hundred twenty five</u> Dollars & <u>zero</u> Cents Per Each	1,725.00	5,175.00
46	427	SY	Hydromulch Seeding, including all incidentals for the sum of <u>seven</u> Dollars & <u>twenty five</u> Cents Per Square Yard	7.25	3,095.75
TOTAL					<u>67,406.75</u>

DART
CROSS

ITEM NO.	EST QNTY	UNIT	DESCRIPTI ON AND PRICE IN	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
47	192	LF	12" PVC SDR-26 ASTM D2241 Inside Casing Pipe with Casing <u>sixty three</u> Dollars & <u>zero</u> Cents Per Linear Foot	63.00	12,096.00
48	192	LF	24" Steel Casing Pipe By Other Than Open Cut, including all <u>four hundred twenty-five</u> Dollars & <u>zero</u> Cents Per Linear Foot	425.00	81,600.00
49	0.3	TON	2" Hot Mix Asphalt Pavement (additional amount for bore pit), <u>one thousand eight hundred</u> Dollars & <u>zero</u> Cents Per Each	1,805.00	541.50
50	25	SY	4" Asphalt Base Course Remove and Replace (additional amount <u>one hundred thirty</u> Dollars & <u>zero</u> Cents Per Square Yard	130.00	3,250.00

TOTAL - DART CROSSING BY BORE:

97,487.50

BID SUMMARY:

TOTAL - BASE BID:

476,257.90

TOTAL - BASE BID + DART CROSSING BY OPEN CUT:

543,664.65

TOTAL - BASE BID + DART CROSSING BY BORE:

573,745.40

BID ENDORSEMENT

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 200 calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

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

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

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

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

Addendum No. 1 dated 10-22-20

Received Sub

Addendum No. 2 dated _____

Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

Base
Base + percent
Base + Base
Total Amount Bid \$ 476,257.90
543,664.65
573,748.40

Total Days Bid 200

By: BRIAN WOOD
(please print contractor name)

Signature: B. Wood

Title: VICE-PRESIDENT

421 COMPTON AVE

Address

DALLAS, IRVING, TX 75061

County, City, State, and Zip

972-399-1066

Telephone, e-mail address

Seal and Authorization

(If a corporation)



Coats Drive
Sanitary Sewer Replacement
CIP # WA1908



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: December 8, 2020

SUBJECT: Award Bid and Authorize the City Manager to Purchase Public Safety Vehicle Equipment from Priority Public Safety and Pursuit Safety, Inc., in the Amount of \$325,000.

STAFF RESOURCE: Debra Morris, Purchasing Manager
Casey Bennett, Purchasing Analyst

ACTION PROPOSED: Award Bid and Authorize the City Manager to Purchase Public Safety Vehicle Equipment from Priority Public Safety and Pursuit Safety, Inc. in the Amount of \$325,000.

BACKGROUND

Bids were received and opened on August 28, 2020, by the City of Allen Purchasing Division. Three (3) bid responses were received. One hundred and eighty-five (185) vendors were notified through our online bid notification system.

Priority Public Safety is the apparent low bidder. Priority Public Safety has met the vehicle equipment needs of the City's department since 2015 and will continue to provide this service to the City with the right to extend the annual services for four (4) additional years with options to be exercised at the City's discretion.

In addition to awarding to Priority Public Safety, the Purchasing Division awarded Pursuit Safety, Inc., as the Secondary Award. Pursuit Safety, Inc., has previously provided this service to the City of Allen Police Department and various entities in Collin County and DFW area. There are currently fourteen (14) other government entities (i.e. Dallas County, City of Desoto, City of Mesquite, etc.) currently utilizing the City of Allen's awarded contract to Pursuit Safety, Inc.

This proposal would allow the Police Department and all other City departments to purchase and install emergency lights, radios, and allied equipment (in-car video/computer systems and graphics) without interruption if for any reason Priority Public Safety is unable to accommodate the City's needs.

BUDGETARY IMPACT

The primary funding of this annual contract will come from the Vehicle Replacement and Operating Funds. The total estimated annual expenditure for the purchase of vehicle equipment and installation services is \$325,000.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to purchase public safety vehicle equipment from Priority Public Safety and Pursuit Safety, Inc., in the amount of \$325,000.

MOTION

I make a motion to award bid and authorize the City Manager to purchase public safety vehicle equipment from Priority Public Safety and Pursuit Safety, Inc., in the Amount of \$325,000.

ATTACHMENTS:

Request for Proposal Vehicle Public Safety Equipment
Bid Tab



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
PROPOSALS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL
2020-6-101
PURCHASE AND INSTALLATION OF VEHICLE SAFETY EQUIPMENT & ACCESSORIES**

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

AUGUST 28, 2020 @ 2:00 P.M.

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**
<http://allentx.ionwave.net>

NO LATE PROPOSALS WILL BE ACCEPTED
FACSIMILE OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Casey Bennett, Purchasing Analyst, 214-509-4643, cbennett@cityofallen.org

INDEX

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SECTION II	GENERAL TERMS & CONDITIONS
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SECTION V	PRICING
SECTION VI	EXHIBITS:
	1. INSURANCE REQUIREMENTS
	2. AFFIDAVIT NO PROHIBITED INTEREST
	3. CONFLICT OF INTEREST
	4. PROPOSERS QUALIFICATION STATEMENT
	5. SUPPLEMENTAL INFORMATION

**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Solicitation Number, Title, and Opening Date on the outside of the envelope containing the proposal.

**REQUEST FOR PROPOSAL
2020-6-101
PURCHASE AND INSTALLATION OF VEHICLE SAFETY EQUIPMENT & ACCESSORIES**

Sealed offers are to be submitted to:
City of Allen
Purchasing Division
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE / EMAIL PROPOSALS WILL NOT BE ACCEPTED**

Proposals are due by August 28, 2020 @ 2:00 P.M. Central Time

There will not be a public opening for this solicitation as this is a Request for Proposal.

A list of submitting vendors will be available after the due date.

1.3 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for Wednesday, August 19, 2020 at 10:00AM. The meeting will be held via teleconference. Teleconference information will be published by Addendum.

1.4 NUMBER OF COPIES

Proposer shall submit **five (5) original sets** of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the proposal shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled due date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to proposers."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.7 CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.8 ADDENDA/AMENDMENTS

Any interpretations, corrections and/or changes to a solicitation or extensions to the opening date will be made by addendum to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the proposal and related specifications. However, it shall be the sole responsibility of the proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to the due date. The last day for questions will be **on Friday, August 21, 2020 at 2:00 PM. The last day for addenda will be on Tuesday, August 25, 2020 at 2:00 PM.** Any addenda issued within 3 working days of the due date will automatically delay the due date by one week. Proposers will be notified of the new time and date as determined by the City of Allen Purchasing Division.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Proposer

A proposal that fully conforms in all material respect to the Request for Proposal (RFP) and all its requirements, including all form and substance.

Responsible Proposer

A business entity or individual who has the capability, financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

1.11 LIQUIDATED DAMAGES

Proposers should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the proposer in their proposal. Consequently, proposers should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

<u>Amount of Contract (\$)</u>	<u>Value of a Calendar Day (\$)</u>
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

1.12 CONTRACT ADMINISTRATION

The City of Allen Community Services, Fire, Parks and Recreation, and Police Departments together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.13 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that their submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with solicitation requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible proposals is as follows:

- Have adequate financial resources, or the ability to obtain such resources;
- Be able to comply with the required or proposed schedules and requirements;
- Competitive pricing;
- Have a satisfactory record of performance for contracts of similar scope; (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics; and
- Completeness and thoroughness of submittal.

REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Proposers Qualification Statement
- Supplemental Information
- Bid Form (Pricing stated in both script and numerically)
- Bid Endorsement Page
- Standard Form of Agreement

1.14 DEFINITIONS

- Proposer refers to submitter.
- Vendor refers to Successful Proposer or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a proposer.

1.15 INQUIRIES

Questions about this proposal shall be in writing and directed to Casey Bennett at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Casey Bennett
Purchasing Analyst
305 Century Parkway
Allen, Texas 75013
214-509-4643
cbennett@cityofallen.org

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Proposal Advertisements	August 6 & 13, 2020
Pre-Proposal Conference	August 19, 2020 @ 10:00 AM
Deadline for Questions	August 21, 2020 @ 2:00 PM
Deadline for Addenda	August 25, 2020 @ 2:00 PM
Proposals Due By	August 28, 2020 @ 2:00 PM

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

- 2.1 These instructions apply to all submittals and become a part of terms and conditions of any proposal packet submitted.
- 2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.
- 2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.
- 2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.
- 2.6 The vendor shall be held responsible for and shall make good, without expense to the City, all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.
- 2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.
- 2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.
- 2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

- 2.11 This proposal, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Division.
- 2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 2.13 The successful proposer and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14 Proposer acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."
- 2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.18 Unless otherwise notified, all invoices must be sent to Accounts Payable, in the Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to ensure prompt payment.
- 2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This may or may not be considered an evaluation factor in the award of the proposal.
- 2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.
- 2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.
- 2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled

between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

- 2.23 When offering products other than those proposed, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the proposer must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the proposer offers a product other than that specified, specifications must be included in the proposal package. Proposal responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the proposal form will be considered as proposing according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with proposal unless requested.
- 2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.
- 2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 2.26 When unit price differs from extended price, the unit price prevails.
- 2.27 In case of a discrepancy between the product number and description, the description takes precedence.
- 2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.
- 2.29 Response to specification is primary in determining the lowest responsible proposal.
- 2.30 The City of Allen reserves the right to award a vendor proposal as an "alternate award". The alternate vendor's proposal shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original proposal will remain in effect.
- 2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.
- 2.32 Proposal prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.
 - 2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rages, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The proposer's experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best value proposal. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot

exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

- 2.33 A proposal price may not be withdrawn or canceled by the proposer for a period of 90 days following the date designated for the receipt of proposals without written approval of the Purchasing Manager, and proposer so agrees upon submittal of proposal.
- 2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.35 Any interpretations, corrections or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Division. Addenda will be sent to all who are known to have received a copy of this solicitation. If the Addenda contain changes to the specification or proposal form, proposers shall acknowledge receipt of all addenda or they will be declared non-responsive.
- 2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.
- 2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.
- 2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.39 Proposals must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting proposer.
- 2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.
- 2.41 At the time of the due date for this proposal each proposer shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any proposer to examine any form, instrument, document or site shall in no way relieve any proposer from any obligation in respect to this proposal.
- 2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.
- 2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which

contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

- 2.44 Texas Government Code, Chapter 2252, non-resident proposers; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.
- 2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:
- 2.46 Workers' Compensation Coverage – Statutory (See Insurance Requirements in Exhibit VI)
- 2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.
- 2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.
- 2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.
- 2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.
- 2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.
- 2.48 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.
- 2.49 All protests regarding the solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the solicitation due date. This includes all protests relating to advertising, deadlines, due date, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Secretary.
- 2.50 **EVALUATION CRITERIA**
PLEASE NOTE THAT THIS PROPOSAL WILL BE AWARDED ON THE BASIS OF "BEST VALUE"
The award to the successful proposer will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:
- the purchase price;
 - the reputation of the proposer and the proposer's services;
 - the quality of the proposer's service;
 - the extent to which the proposer's services meet the City's needs;

- the proposer's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the proposer's goods or services; and
- any relevant criteria specifically listed in the request for proposal.

2.51 PROHIBITION OF BOYCOTT ISRAEL

Vendor 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. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.52 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.53 COOPERATIVE PURCHASING

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____ **YES**

_____ **NO**

SECTION III
SPECIFICATIONS AND REQUIREMENTS
REQUEST FOR PROPOSAL #2020-6-101

The City desires to contract for fleet vehicle equipment installation services. This Contract, if awarded, shall be performed on an as needed basis based on the acquisition of new vehicles by the City.

DURATION OF AGREEMENT

The contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City reserves the right to extend the contract period for four (4) additional year periods, with said options to be exercised solely at the City's discretion. Contract pricing may be adjusted during the annual contract renewal period and must be in writing at least 90 days prior to the contract term end date. Any increases in price must not to exceed 3.5% year over year.

Regardless of funding source, contract pricing shall apply to all vehicles brought in for service by the contracting entity.

Notice of renewal will be given to the Contractor in writing by the City of Allen, Normally within 30 days prior to the expiration date of the current contract.

PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall have the benefit of such decline.

SCOPE OF WORK

The City of Allen is seeking proposals from qualified contractors to provide sales, service, repair, installation and removal services for vehicle equipment. It is the desire of the City to contract with a vendor to perform all the duties and services detailed in this solicitation document. No deviations will be permitted, unless specifically authorized by the City in writing.

Each proposer is required prior to submitting their proposal to carefully examine the requirements and specifications and to completely familiarize themselves with all of the terms and conditions that are contained herein.

SPECIAL TERMS AND CONDITIONS - PERFORMANCE

It is the intent of the City to ensure that the Contractor provides a quality level of service. In order to ensure a quality level of service, the following are required but not limited to:

- Awarded vendor will be responsible for advising City staff of delays in service.
- The City reserves the right to utilize outside services, when necessary, from other sources should the successful proposer be unable to supply services or meet the required timeframe.
- Vehicles may not be kept by Contractor for more than 90 days, for any reason.
- The awarded vendor shall not subcontract any portion of the contract without prior approval of the City.
- Complaints shall be resolved within a twenty-four (24) hour period, from time of notification.
- Contractor shall provide safe equipment.
- Contractor shall provide requested and/or required documentation in a timely and accurate manner.
- Contractor shall report any and all property damage or personal injury involving City property within forty-eight (48) hours from occurrence.

In the event, any provisions of the contract are violated by the awarded vendor, the City may serve written notice upon the vendor of its intention to terminate the contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

ENVIROMENTAL, HEALTH AND SAFETY COMPLIANCE

The contractor shall comply with all applicable Federal, State and Local laws regarding occupational safety and health, as well as, providing protection of the environment. This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA).

SUPERVISION

The contractor shall provide on-site supervision and appropriate training to ensure competent performance of the work. Also, the contractor and its supervisors will perform sufficient routine inspections to ensure that work is up to the standards required by this solicitation. Contractor's supervisor shall be capable of providing adequate supervision to accomplish these services.

Contractors and employees shall be certified by the manufacturer in the products used towards building of the specified vehicles. Not limited to but including:

- WatchGuard Camera Systems
- Motorola Camera & Radio Systems
- CradlePoint Communications
- HAVIS
- Whelan
- Stalker Radar

INSPECTIONS

City Staff will conduct random inspections of the vehicles covered under this contract, as well as the training certifications of the contractor and its employees.

City Staff and the contractor's supervisor or other official of the contractor shall conduct joint inspection of each vehicle, on an as needed basis.

STORAGE

In order to help facilitate an efficient method of stripping old vehicles and re-equipping the new vehicles, storage is a necessary requirement of this service. The successful vendor will have the capacity to provide storage for a minimum of twelve (12) vehicles at one time. The City would also like the option to order equipment in advance of delivery of the vehicle to the vendor. Vendor should have adequate storage space for equipment ordered in advance of delivery of the vehicle to the vendor.

REPORTS

The contractor shall complete and submit log sheets on a per unit basis including the location and date service performed along with their properly executed invoice for the work completed. Refer to invoicing details in Section 2.18 of the Terms and Conditions. The contractor may be required to conduct on-site inspections with the City representative to verify satisfactory completion of contract requirements.

A database shall be created and maintained by the vendor, logging the history of each vehicle including the VIN #, Unit #, Vehicle description, Serial # and photographic documentation for all installed equipment.

Reports for this information shall be available from the vendor within twenty-four (24) hours of request.

MATERIALS AND WARRANTY

All materials at first install shall be new and unused. Materials and parts that are used, shopworn, demonstrator, prototype, reconditioned or discontinued model or materials will not be accepted. The warranty period for contractor provided materials shall be for a period of one year minimum. Labor shall also be guaranteed for a minimum of one year. The warranty/guarantee period shall commence upon date of acceptance by the City. Vendor shall provide the authorized representative with all manufacturers' warranty documents upon completion of installation. This warranty will not cover improper use or users neglect regarding product or damage to installation.

Some materials/equipment may be reused when removed from one vehicle to be installed on another. Materials that are to be re-used will be at the discretion of the City. Materials are not to be re-installed/reused without prior approval from the City. Labor on re-installed materials shall be guaranteed for a minimum of one year. Material warranty shall be for one year from the date of initial acceptance by the City.

INSTALLATION SPECIFICATIONS FOR POLICE VEHICLES

These specifications shall apply to the installation of emergency equipment including all brackets, wire, fuses and fuse holders in police vehicles.

Wiring shall be new and run from the battery power points to the console with fuse protection for each circuit (each fuse holder will be labeled).

Wiring will be protected by wire loom and have a factory installed appearance.

There shall be no wiring placed under the carpet in the foot areas of the vehicle.

Wires shall be routed in a neat fashion and sealed with black silicone where applicable.

The primary lighting circuit will be sized in accordance with the loads of the equipment in the vehicle and fused in weather resistant fuse holder.

The secondary lighting circuit will be a #10 copper conductor fused with a 30 AMP AGC fuse in a weather resistant fuse holder.

The light bar circuit will be on a 50 AMP circuit breaker.

The radio circuit will be a #10 copper conductor fuse with a 20 AMP AGC fuse in a weather fuse holder.

The siren circuit will be a #10 copper conductor fused with a 50 AMP circuit breaker.

The wigwag circuit will be a #12 copper conductor fused with a 20 AMP AGC fuse in a weather resistant fuse holder.

The grounding circuit will be a #10 copper conductor from the battery.

The rifle/shotgun lock and timer will be on a keyed hot circuit.

Camera system shall be installed per manufacturer's instructions and specifications with light bar activation on 1st stage and hooked up to the brake circuit and siren activation (if parts supplied by customer).

Computer system shall be installed per manufacturer's instructions and specifications.

Information Technology (IT) extending beyond the initial installation and functional testing of the equipment shall be the responsibility of the department and their standards (CradlePoint, Camera and Computers).

All exterior mounted light heads will be installed with weatherproof connectors.

All lighting must be programmed to match existing lighting flash patterns.

Body grounding of equipment is NOT acceptable.

1st Stage – Light bar flashers, deck lights and arrow stick in flash mode.

2nd Stage – Will add the front of the light bar, push bumper LED's and front corner lights.

3rd Stage – Will add the wigwags, flashing take downs and alley lights.

1st Push Button switch will be TAKE DOWN LIGHTS

2nd Push Button switch will be LEFT ALLEY

3rd Push Button switch will be RIGHT ALLEY

4th Push Button switch will be OPEN

5th Push Button switch will be OPEN

6th Push Button switch (MOMENTARY) will be RIFLE/SHOTGUN RELEASE TIMER

The radio will have the radio broadcast hooked up to the siren. (If the department provides the plug/equipment).

The radio antenna will be determined by Department.

The computer antenna will be determined by Department.

The camera antenna will be determined by Department.

All transferred equipment will cosmetically match the existing fleet. All measurements will be checked.

All removed equipment shall be labeled with the Unit# of vehicle from which it was removed, and the Department name.

SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA

PLEASE NOTE THAT THIS PROPOSAL WILL BE AWARDED ON THE BASIS OF "BEST VALUE"

The award to the successful proposer will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the proposer and the proposer's services;
- the quality of the proposer's service;
- the extent to which the proposer's services meet the City's needs; and
- the proposer's past business relationship with the City.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

Please provide a sample with your submittal.

PROPOSER QUALIFICATIONS

Each respondent to this proposal shall be capable of meeting the following minimum requirements:

1. Proposers must demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.
2. Proposers must demonstrate that they are financially stable and that they have been a commercial provider for at least the past three years.
3. Proposers must be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be enough to pay all applicable Federal, State withholding, worker's compensation, insurance and to comply with the current minimum wage.
5. Proposers must submit with their proposal proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

COMPANY OVERVIEW

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;

4. Describe your firm's experience in providing likes services including the number of years your firm has actively provided such services;
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds; and
6. Describe whether your firm has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

REFERENCES

1. Vendor shall have a minimum of ten (10) years of experience.

Does your firm meet this requirement? Yes No

2. Proposers must submit with their proposal a list of at least three (3) current references.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT

The City of Allen discourages lengthy and costly proposals, however, for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally to include clearly identifiable sections, in the same order for each section as required. Also, include the RFP Pricing.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of the evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations and/or interviews with proposers at no cost to the City.

There are 100 possible points for this proposal evaluation, broken out as follows:

PRICE	40 points
TIMEFRAME TO RETURN VEHICLES	30 points
BIDDER QUALIFICATIONS AND EXPERIENCES	20 points
REFERENCES	10 points

SECTION V PRICING

Pricing for this solicitation will occur by submitting prices on the spreadsheet included. Make sure to include pricing for each line item. Should a proposer not be able to provide the services listed in the line item, please add "No Bid" to that line item. There should not be any blank spaces.

Questions about submitting pricing for this solicitation should be directed to Casey Bennett.

PROPOSAL ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

PROHIBITION OF BOYCOTT ISRAEL Vendor 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. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name) _____

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title) _____

(Date) _____

Remittance Address:

(Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDA/AMENDMENTS:

1) Date acknowledged _____

2) Date acknowledged _____

3) Date acknowledged _____

SECTION V – EXHIBITS
EXHIBIT 1

CITY OF ALLEN
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- c) 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.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations Products/Completed Operations Independent Contractors Personal Liability Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations Products/Completed Operations Independent Contractors Personal Liability Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	\$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
Broad Form Commercial General Liability to include coverage for: Premises/Operations Products/Completed Operations Independent Contractors Personal Liability Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	\$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

City of Allen Project or Bid Number: _____2020-6-101_____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

- A. Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

(Print Name)

(Title)

STATE OF TEXAS §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2020.

Notary Public, State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES
FORM1295
**OFFICE USE
ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete
Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the
business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for
which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or
identify the contract, and provide a description of the services, goods, or other property to be
provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 ☐ Check only if there is NO Interested Party.

6 UNSWORN DECLARATION



My name is _____, and my date of birth is _____.

My address is _____,
(street) (city) (state) (zip code)
(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant) _____

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: _____

Indicate One: ___Sole Proprietor ___Partnership ___Corporation

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings, or suits
pending or outstanding against your organization or its officers? _____

Has your organization filed any lawsuits or requested arbitration
regarding construction contracts within the last five years? _____

Within the last five years, has any officer or principal of your
organization ever been an officer or principal of another
organization when it failed to complete a construction contract? _____

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____Yes_____No?
	2.	General Partnership	_____Yes_____No
	3.	Limited Partnership	_____Yes_____No
	4.	Corporation	_____Yes_____No
	5.	Other	_____Yes_____No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____No _____Yes if yes, specify_____MBE _____WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____No _____Yes

If yes, specify the governmental agency: _____

Date of certification: _____

Event Number	2020-6-101	Organization	City of Allen Purchasing
Event Title	PURCHASE AND INSTALLATION OF VEHICLE	Workgroup	Purchasing
Event Description	GENERAL INFORMATION CITY OF ALLEN, TX	Event Owner	Casey Bennett
Event Type	RFP	Email	cbennett@cityofallen.org
Issue Date	8/6/2020 08:00:01 AM (CT)	Phone	
Close Date	8/28/2020 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Pursuit Safety, Inc.	Royse City	TX	8/28/2020 11:33:04 AM (CT)	0	\$0.00
Priority Public Safety LLC.	Van Alstyne	TX	8/27/2020 01:41:55 PM (CT)	0	\$0.00
Dana Safety Supply	North Carolina	NC	8/20/2020 11:22:43 AM (CT)	0	\$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

		Dana Safety Supply		Priority Public Safety LLC.		Pursuit Safety, Inc.	
		Total Price	\$22,373.91	Total Price	\$15,963.40	Total Price	\$39,181.90
Line #	Description	Unit	Extended	Unit	Extended	Unit	Extended
INSTALLATION SERVICES							
1	Basic Patrol Package	\$ 1,000.00	\$ 1,000.00	\$ 787.50	\$ 787.50	\$ 1,450.00	\$ 1,450.00
2	Basic CID/Admin Package	\$ 850.00	\$ 850.00	\$ 472.50	\$ 472.50	\$ 1,250.00	\$ 1,250.00
3	Upcharge for Non-Certified Police Package Vehicles	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00
4	Motorcycle (Police Package Only)	\$ 540.00	\$ 540.00	\$ 630.00	\$ 630.00	\$ 2,400.00	\$ 2,400.00
5	Non-Police Package Motorcycles	\$ 540.00	\$ 540.00	\$ 52.50	\$ 52.50	YES	YES
6	M/C Radio	\$ 135.00	\$ 135.00	\$ 157.50	\$ 157.50	\$ 350.00	\$ 350.00
7	M/C Setcom	\$ 135.00	\$ 135.00	\$ 157.50	\$ 157.50	\$ 300.00	\$ 300.00
8	M/C Camera System	\$ 202.50	\$ 202.50	\$ 210.00	\$ 210.00	\$ 475.00	\$ 475.00
9	M/C Radar	\$ 135.00	\$ 135.00	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
10	12 Volt Receptacles 3 Outlet (each)	\$ 67.50	\$ 67.50	\$ 12.50	\$ 12.50	\$ 25.00	\$ 25.00
11	Antenna - Cell Phone - On Glass Mount	\$ 67.50	\$ 67.50	\$ 32.50	\$ 32.50	\$ 65.00	\$ 65.00
12	Antenna - Data Modem - NMO Mount	\$ 101.25	\$ 101.25	\$ 27.50	\$ 27.50	\$ 45.00	\$ 45.00
13	Antenna - GPS - NMO Mount	\$ 101.25	\$ 101.25	\$ 27.50	\$ 27.50	\$ 45.00	\$ 45.00
14	Antenna - Multi Use - NMO Mount	\$ 101.25	\$ 101.25	\$ 27.50	\$ 27.50	\$ 200.00	\$ 200.00
15	Antenna - Radio - NMO Mount	\$ 101.25	\$ 101.25	\$ 27.50	\$ 27.50	\$ 45.00	\$ 45.00
16	Arrow Board Rack	\$ 101.25	\$ 101.25	\$ 105.00	\$ 105.00	\$ 170.00	\$ 170.00
17	Arrow Stick - Mount & Wire	\$ 101.25	\$ 101.25	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
18	Camera - Coban Edge System (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 450.00	\$ 450.00
19	Camera - Coban M7 - Camera/Computer System (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 700.00	\$ 700.00
20	Camera - Back Up	\$ 135.00	\$ 135.00	\$ 157.50	\$ 157.50	\$ 275.00	\$ 275.00
21	Camera - Digital Ally (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
22	Camera - Mobile Vision (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
23	Camera - Panasonic (standard triggers included)	\$ 337.50	\$ 337.50	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
24	Camera - WatchGuard (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
25	Camera - Thermal	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 300.00	\$ 300.00
26	Camera - VHS (standard triggers included)	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
27	Camera - Add Exterior Camera to System	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 150.00	\$ 150.00
28	Camera - Additional Trigger	\$ 67.50	\$ 67.50	\$ 26.25	\$ 26.25	\$ 85.00	\$ 85.00
29	Computer and MDC - Multi Piece Remote Mount	\$ 101.25	\$ 101.25	\$ 157.50	\$ 157.50	\$ 375.00	\$ 375.00
30	Computer and MDC - Laptop	\$ 101.25	\$ 101.25	\$ 105.00	\$ 105.00	\$ 250.00	\$ 250.00
31	Computer - External Modem (Rocket, Sierra Wireless, etc.)	\$ 101.25	\$ 101.25	\$ 105.00	\$ 105.00	\$ 250.00	\$ 250.00
32	Console - Heavy Duty - Mount Only	\$ 135.00	\$ 135.00	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00

33	Door - Panels (Slicks)	\$ 33.75	\$ 33.75	\$ 52.50	\$ 52.50	\$ 130.00	\$ 130.00
34	Door - Window Guards	\$ 33.75	\$ 33.75	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00
35	Extendo Bed	\$ 337.50	\$ 337.50	\$ 242.50	\$ 242.50	\$ 450.00	\$ 450.00
36	Flasher - Head Light - Mount and Wire	\$ 67.50	\$ 67.50	\$ 65.00	\$ 65.00	\$ 125.00	\$ 125.00
37	Flashlight Charger (each)	\$ 33.75	\$ 33.75	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
38	Gas Reader	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 85.00	\$ 85.00
39	GPS - AVL System	\$ 135.00	\$ 135.00	\$ 52.50	\$ 52.50	\$ 170.00	\$ 170.00
40	GPS - Dash Mounted - Portable (Garmin etc...)	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00
41	GRAPHICS - Provide materials, lay-out, print, cut and install "Police" graphics on sides of marked vehicles - CITY OF ALLEN ONLY - ALL OTHERS WILL BE QUOTED BASED ON DESIGN	\$ 725.00	\$ 725.00	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00
42	GRAPHICS Removal of graphics from old vehicles - CITY OF ALLEN ONLY - ALL OTHERS WILL BE QUOTED BASED ON DESIGN	\$ 250.00	\$ 250.00	No Bid	No Bid	No Bid	No Bid
43	Gun Rack - Single or Dual	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 100.00	\$ 100.00
44	Gun Rack - Rear Mounted	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 200.00	\$ 200.00
45	Heavy Duty Equipment Console - Mount	\$ 135.00	\$ 135.00	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00
46	Inverter - Up to 500 Watt	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 150.00	\$ 150.00
47	K-9 Cage Only	\$ 270.00	\$ 270.00	\$ 157.50	\$ 157.50	\$ 400.00	\$ 400.00
48	K-9 Hot Dog & Bail Out System - Only (See ### for details)	\$ 270.00	\$ 270.00	\$ 315.00	\$ 315.00	\$ 500.00	\$ 500.00
49	K-9 Hot Dog Fan	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 100.00	\$ 100.00
50	K-9 Hot Dog System (See ### For details)	\$ 202.50	\$ 202.50	\$ 210.00	\$ 210.00	\$ 450.00	\$ 450.00
51	Light Bar - Mount and Wire	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 200.00	\$ 200.00
52	Labor Rate for Non Contract Services	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00
53	Lighting Control Box - Mount and Wire	\$ 202.50	\$ 202.50	\$ 157.50	\$ 157.50	\$ 175.00	\$ 175.00
54	Lighting Control Box - Switch (each)	\$ 45.00	\$ 45.00	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
55	LPR - 1 Head	\$ 202.50	\$ 202.50	\$ 157.50	\$ 157.50	\$ 550.00	\$ 550.00
56	LPR - 2 Head	\$ 270.00	\$ 270.00	\$ 210.00	\$ 210.00	\$ 675.00	\$ 675.00
57	LPR - 3 Head	\$ 337.50	\$ 337.50	\$ 262.50	\$ 262.50	\$ 800.00	\$ 800.00
58	Mileage Fee	\$ 0.58	\$ 0.58	\$ 0.65	\$ 0.65	\$ 0.95	\$ 0.95
59	Standard Trip Fee	\$ 0.58	\$ 0.58	\$ 50.00	\$ 50.00	\$ 425.00	\$ 425.00
60	Opticom	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
61	Printer - Large Full Size	\$ 67.50	\$ 67.50	\$ 105.00	\$ 105.00	\$ 350.00	\$ 350.00
62	Printer - Small Tickets	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 170.00	\$ 170.00
63	Prisoner Barrier - Front or Rear	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
64	Prisoner Seat	\$ 135.00	\$ 135.00	\$ 52.50	\$ 52.50	\$ 170.00	\$ 170.00
65	Prisoner Transport System (PROCELL)	\$ 270.00	\$ 270.00	\$ 315.00	\$ 315.00	\$ 700.00	\$ 700.00

66	Prisoner Transport with K-9 Kennel (1 system)	\$ 270.00	\$ 270.00	\$ 420.00	\$ 420.00	\$ 700.00	\$ 700.00
67	Pushbumper	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 425.00	\$ 425.00
68	Radar	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 250.00	\$ 250.00
69	Radio 1 Piece (2 way, scanner, CB, etc.)	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 100.00	\$ 100.00
70	Radio 2 Piece	\$ 135.00	\$ 135.00	\$ 131.25	\$ 131.25	\$ 250.00	\$ 250.00
71	Radio - External Speaker	\$ 135.00	\$ 135.00	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
72	Radio - Vehicle Charger	\$ 67.50	\$ 67.50	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
73	Scale Rack	\$ 67.50	\$ 67.50	\$ 175.00	\$ 175.00	\$ 250.00	\$ 250.00
74	Shop Fee - Consumables	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00
75	Siren Amplifier - 1 Piece	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 170.00	\$ 170.00
76	Siren Amplifier - 2 Piece (Remote Mount)	\$ 270.00	\$ 270.00	\$ 105.00	\$ 105.00	\$ 250.00	\$ 250.00
77	Siren Speaker 1 Mount and Wire	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 125.00	\$ 125.00
78	Siren Speaker 2 Mount and Wire	\$ 75.50	\$ 75.50	\$ 52.50	\$ 52.50	\$ 200.00	\$ 200.00
79	Storage Vault - Standard Size	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
80	Storage Vault - Large Size	\$ 155.00	\$ 155.00	\$ 105.00	\$ 105.00	\$ 200.00	\$ 200.00
81	Trunk Tray	\$ 175.00	\$ 175.00	\$ 52.50	\$ 52.50	\$ 200.00	\$ 200.00
82	Fire Ext, Stop Sticks	\$ 33.75	\$ 33.75	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
83	Warning Lts - INSTALL CONCEALED PARKING LAMP LED INSERTS INTO DOUBLE CASED HEADLIGHT OR TAILLIGHT ASSEMBLIES (THIS REQUIRES THAT THE OUTER PLASTIC OF THE LIGHT ASSY. BE CUT OUT WITH A HOT KNIFE TO GAIN ACCESS TO THE AREA FOR THE LED TO BE INSTALLED, AFTER MOUNTING THE LED, THE PLASTIC THAT WAS CUT OUT TO GAIN ACCESS HAS TO BE PUT BACK IN PLACE AND RESEALED. IF RESEALING IS NOT DONE IT WILL ALLOW THE HEADLIGHT ASSEMBLY TO FOG OVER WITH MOISTURE. (not recommended for strobe application)	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
84	Warning Lts - Concealed Grill - Mount and Wire	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
85	Warning Lts - Front Mounted- Mount and Wire	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
86	Warning Lts - Rear Mounted - Mount and Wire	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 250.00	\$ 250.00
87	Warning Lts - Rear Deck Mounted Lights - Mount and Wire	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 250.00	\$ 250.00
88	Warning Lts - Windshield or Dash Mounted - 1 Piece	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
89	Wrecked and non rolling - Drag unit into/out of shop	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 170.00	\$ 170.00
REMOVAL SERVICES							
90	Basic Patrol Package	\$ 350.00	\$ 350.00	\$ 262.50	\$ 262.50	\$ 950.00	\$ 950.00
91	Basic CID/Admin Package	\$ 250.00	\$ 250.00	\$ 157.50	\$ 157.50	\$ 500.00	\$ 500.00

92	Upcharge for Non-Certified Police Package Vehicles	\$ -	\$ -	No Bid	No Bid	\$ 125.00	\$ 125.00
93	Motorcycle (Police Package Only)	\$ 245.00	\$ 245.00	\$ 160.00	\$ 160.00	\$ 1,000.00	\$ 1,000.00
94	Non-Police Package Motorcycles	\$ 245.00	\$ 245.00	\$ 52.50	\$ 52.50	YES	YES
95	M/C Radio	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
96	M/C Setcom	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
97	M/C Camera System	\$ 101.25	\$ 101.25	\$ 105.00	\$ 105.00	\$ 225.00	\$ 225.00
98	M/C Radar	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 225.00	\$ 225.00
99	12 Volt Receptacles 3 Outlet (each)	\$ 35.00	\$ 35.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
100	Antenna - Cell Phone - On Glass Mount	\$ 35.00	\$ 35.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
101	Antenna - Data Modem - NMO Mount	\$ 67.50	\$ 67.50	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
102	Antenna - GPS - NMO Mount	\$ 67.50	\$ 67.50	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
103	Antenna - Multi Use - NMO Mount	\$ 67.50	\$ 67.50	\$ 15.00	\$ 15.00	\$ 85.00	\$ 85.00
104	Antenna - Radio - NMO Mount	\$ 67.50	\$ 67.50	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
105	Arrow Board Rack	\$ 67.50	\$ 67.50	\$ 55.00	\$ 55.00	\$ 85.00	\$ 85.00
106	Arrow Stick - Mount & Wire	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
107	Camera - Coban Edge System (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
108	Camera - Coban M7 - Camera/Computer System (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 275.00	\$ 275.00
109	Camera - Back Up	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 170.00	\$ 170.00
110	Camera - Digital Ally (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
111	Camera - Mobile Vision (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
112	Camera - Panasonic (standard triggers included)	\$ 168.75	\$ 168.75	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
113	Camera - WatchGuard (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
114	Camera - Thermal	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 150.00	\$ 150.00
115	Camera - VHS (standard triggers included)	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 200.00	\$ 200.00
116	Camera - Add Exterior Camera to System	\$ 67.50	\$ 67.50	\$ 25.00	\$ 25.00	\$ 85.00	\$ 85.00
117	Camera - Additional Trigger	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 85.00	\$ 85.00
118	Computer and MDC - Multi Piece Remote Mount	\$ 67.50	\$ 67.50	\$ 78.75	\$ 78.75	\$ 225.00	\$ 225.00
119	Computer and MDC - Laptop	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 150.00	\$ 150.00
120	Computer - External Modem (Rocket, Sierra Wireless, etc.)	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 100.00	\$ 100.00
121	Console - Heavy Duty - Mount Only	\$ 67.50	\$ 67.50	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00
122	Door - Panels (Slicks)	\$ 17.00	\$ 17.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00
123	Door - Window Guards	\$ 17.00	\$ 17.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00
124	Extendo Bed	\$ 202.50	\$ 202.50	\$ 136.50	\$ 136.50	\$ 250.00	\$ 250.00
125	Flasher - Head Light - Mount and Wire	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
126	Flashlight Charger (each)	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
127	Gas Reader	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00

128	GPS - AVL System	\$ 67.50	\$ 67.50	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
129	GPS - Dash Mounted - Portable (Garmin etc...)	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 35.00	\$ 35.00
130	GRAPHICS - Provide materials, lay-out, print, cut and install "Police" graphics on sides of marked vehicles - CITY OF ALLEN ONLY - ALL OTHERS WILL BE QUOTED BASED ON DESIGN	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
131	GRAPHICS Removal of graphics from old vehicles - CITY OF ALLEN ONLY - ALL OTHERS WILL BE QUOTED BASED ON DESIGN	No Bid	No Bid	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00
132	Gun Rack - Single or Dual	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 45.00	\$ 45.00
133	Gun Rack - Rear Mounted	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 45.00	\$ 45.00
134	Heavy Duty Equipment Console - Mount	\$ 67.50	\$ 67.50	\$ 26.50	\$ 26.50	\$ 45.00	\$ 45.00
135	Inverter - Up to 500 Watt	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00
136	K-9 Cage Only	\$ 135.00	\$ 135.00	\$ 78.75	\$ 78.75	\$ 170.00	\$ 170.00
137	K-9 Hot Dog & Bail Out System - Only (See ### for details)	\$ 135.00	\$ 135.00	\$ 130.00	\$ 130.00	\$ 250.00	\$ 250.00
138	K-9 Hot Dog Fan	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 45.00	\$ 45.00
139	K-9 Hot Dog System (See ### For details)	\$ 101.25	\$ 101.25	\$ 80.00	\$ 80.00	\$ 175.00	\$ 175.00
140	Light Bar - Mount and Wire	\$ 67.50	\$ 67.50	\$ 52.50	\$ 52.50	\$ 85.00	\$ 85.00
141	Labor Rate for Non Contract Services	\$ -	\$ -	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
142	Lighting Control Box - Mount and Wire	\$ 101.25	\$ 101.25	\$ 40.00	\$ 40.00	\$ 45.00	\$ 45.00
143	Lighting Control Box - Switch (each)	\$ 22.50	\$ 22.50	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
144	LPR - 1 Head	\$ 101.25	\$ 101.25	\$ 60.00	\$ 60.00	\$ 250.00	\$ 250.00
145	LPR - 2 Head	\$ 135.00	\$ 135.00	\$ 105.00	\$ 105.00	\$ 335.00	\$ 335.00
146	LPR - 3 Head	\$ 168.75	\$ 168.75	\$ 136.50	\$ 136.50	\$ 420.00	\$ 420.00
147	Mileage Fee	\$ -	\$ -	N/A	N/A	\$ 0.95	\$ 0.95
148	Standard Trip Fee	\$ -	\$ -	N/A	N/A	No Bid	No Bid
149	Opticom	\$ 33.75	\$ 33.75	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
150	Printer - Large Full Size	\$ 33.75	\$ 33.75	\$ 52.50	\$ 52.50	\$ 170.00	\$ 170.00
151	Printer - Small Tickets	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
152	Prisoner Barrier - Front or Rear	\$ 67.50	\$ 67.50	\$ 35.00	\$ 35.00	\$ 130.00	\$ 130.00
153	Prisoner Seat	\$ 67.50	\$ 67.50	\$ 26.50	\$ 26.50	\$ 120.00	\$ 120.00
154	Prisoner Transport System (PROCELL)	\$ 135.00	\$ 135.00	\$ 115.00	\$ 115.00	\$ 380.00	\$ 380.00
155	Prisoner Transport with K-9 Kennel (1 system)	\$ 135.00	\$ 135.00	\$ 210.00	\$ 210.00	\$ 380.00	\$ 380.00
156	Pushbumper	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 425.00	\$ 425.00
157	Radar	\$ 67.50	\$ 67.50	\$ 35.00	\$ 35.00	\$ 150.00	\$ 150.00
158	Radio 1 Piece (2 way, scanner, CB, etc.)	\$ 67.50	\$ 67.50	\$ 35.00	\$ 35.00	\$ 45.00	\$ 45.00
159	Radio 2 Piece	\$ 67.50	\$ 67.50	\$ 50.00	\$ 50.00	\$ 170.00	\$ 170.00

160	Radio - External Speaker	\$ 67.50	\$ 67.50	\$ 10.00	\$ 10.00	\$ 25.00	\$ 25.00
161	Radio - Vehicle Charger	\$ 33.75	\$ 33.75	\$ 10.00	\$ 10.00	\$ 25.00	\$ 25.00
162	Scale Rack	\$ 33.75	\$ 33.75	\$ 78.75	\$ 78.75	\$ 125.00	\$ 125.00
163	Shop Fee - Consumables	\$ -	\$ -	N/A	N/A	No Bid	No Bid
164	Siren Amplifier - 1 Piece	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
165	Siren Amplifier - 2 Piece (Remote Mount)	\$ 135.00	\$ 135.00	\$ 52.50	\$ 52.50	\$ 125.00	\$ 125.00
166	Siren Speaker 1 Mount and Wire	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
167	Siren Speaker 2 Mount and Wire	\$ 33.75	\$ 33.75	\$ 26.50	\$ 26.50	\$ 105.00	\$ 105.00
168	Storage Vault - Standard Size	\$ 75.00	\$ 75.00	\$ 26.50	\$ 26.50	\$ 100.00	\$ 100.00
169	Storage Vault - Large Size	\$ 100.00	\$ 100.00	\$ 52.50	\$ 52.50	\$ 100.00	\$ 100.00
170	Trunk Tray	\$ 125.00	\$ 125.00	\$ 26.50	\$ 26.50	\$ 85.00	\$ 85.00
171	Fire Ext, Stop Sticks	\$ 33.75	\$ 33.75	\$ 15.00	\$ 15.00	\$ 85.00	\$ 85.00
172	Warning Lts - INSTALL CONCEALED PARKING LAMP LED INSERTS INTO DOUBLE CASED HEADLIGHT OR TAILLIGHT ASSEMBLIES (THIS REQUIRES THAT THE OUTER PLASTIC OF THE LIGHT ASSY. BE CUT OUT WITH A HOT KNIFE TO GAIN ACCESS TO THE AREA FOR THE LED TO BE INSTALLED, AFTER MOUNTING THE LED, THE PLASTIC THAT WAS CUT OUT TO GAIN ACCESS HAS TO BE PUT BACK IN PLACE AND RESEALED. IF RESEALING IS NOT DONE IT WILL ALLOW THE HEADLIGHT ASSEMBLY TO FOG OVER WITH MOISTURE. (not recommended for strobe application)	\$ 33.75	\$ 33.75	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
173	Warning Lts - Concealed Grill - Mount and Wire	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
174	Warning Lts - Front Mounted- Mount and Wire	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
175	Warning Lts - Rear Mounted - Mount and Wire	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
176	Warning Lts - Rear Deck Mounted Lights - Mount and Wire	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
177	Warning Lts - Windshield or Dash Mounted - 1 Piece	\$ 67.50	\$ 67.50	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
178	Wrecked and non rolling - Drag unit into/out of shop	\$ 67.50	\$ 67.50	\$ 50.00	\$ 50.00	\$ 170.00	\$ 170.00
OTHER CHARGES, DISCOUNTS AND WARRANTIES							
179	Shipping for non truck freight items and LTL truck freight will have charges applied.	\$ -	\$ -	\$ -	\$ -	YES	YES
180	Discount off of manufacturers price sheet	2-53% based on manufacturer			5% Minimum		
181	Parts and Labor Warranty	one Labor; Parts Manufacture Wa			1 year		
182	Please indicate any additional discounts allowed to the City	1.5% of list for 25 units or more			Ad hoc		

Line	Responding Supplier	Supplier Notes
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Line #	Att #	Attribute Name	Attribute Note	Pursuit Safety, Inc.	Priority Public Safety LLC.	Dana Safety Supply
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Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Pursuit Safety, Inc.	Tony Edgemon	tony@pursuitsafety.com	PLEASE FIND SUBMITTED BID ATTACHED
Priority Public Safety LLC.	David Kirby	dkirby@prioritypublicsafety.net	RFP Document (2020-6-101) FILLED OUT-SIGNED-w-JUST NOTARY.PDF
Dana Safety Supply	Geoff Degioanni	gdegioanni@danasafetysupply.com	

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

December 8, 2020

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction for Construction of the Ridgeview Trail Segments in the Amount of \$1,493,808.

STAFF RESOURCE:

Kate Meacham, Director of Parks and Recreation

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction for Construction of the Ridgeview Trail Segments in the Amount of \$1,493,808.

BACKGROUND

Allen's northern most trail at Ridgeview Drive is a key connection point to McKinney. Ridgeview Trail currently has incomplete sections that are vital for the connectivity back into Allen's Trail System. The incomplete segments will provide various connection points to trails like Rowlett, Watters, and Cottonwood.

There are three segments that will be constructed. The first will be at the Allen STEAM Center. This connection will include a boardwalk that will meander through the forest. The second will be at Spirit Park. This location has been much requested by citizens of Allen as Watters Trail dead ends there. The final piece will be located at Cinemark connecting to Cottonwood Trail. This addition will provide a loop trail that will bridge the gap between subdivisions.

With support for these efforts, park staff worked with Kimley Horn and Associates and prepared a design package that would facilitate such trail connections at Ridgeview. The City received overwhelming interest in the project resulting in obtaining eleven qualified bids. North Rock Construction is the lowest qualified bid and is included within this award and authorization.

BUDGETARY IMPACT

This project shall be funded with Allen Community Development Corporation Funds available in CIP PR1807.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to Execute a Contract with North Rock Construction for Construction of the Ridgeview Trail Segments in the Amount of \$1,493,808.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with North Rock

Construction for construction of the Ridgeview Trail Segments in an amount not to exceed \$1,493,808.

ATTACHMENTS:

Contract

Bid Tab

Location Map



CITY OF ALLEN, TEXAS

**STANDARD FIXED PRICE
CONTRACT**

City of Allen
Purchasing Department
305 Century Parkway
Allen, Texas 75013

City of Allen, Texas

This Contract is made by and between the City of Allen, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and North Rock Construction, LLC, a Texas Limited Liability Company (hereinafter referred to as the "Contractor") for construction of Ridgeview Trails, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract is between the Owner and the Contractor and includes the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it. (the "Effective Date").

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Contract, the General Conditions, the Special Conditions, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Shop Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor regarding the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privacy or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, per its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, per its common and customary usage.

1.5.4 The word "City" includes the City of Allen, Texas, and its council, officers, employees, agents and employees. The word "Contractor" includes the Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents are and shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as the construction of Ridgeview Trails in Allen, Texas brief description of work to be done:

Construction of Ridgeview Trails per specifications included in Invitation for Bid #2020-7-116 for the base bid and alternate #1.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new, and materials and workmanship shall be of good quality. Contractor shall furnish satisfactory proof of

the type, kind, and quality of materials upon written request by City.

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than 180 calendar days from the date specified in the Notice to Proceed. The Parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the Parties that the progress of the Work may be delayed by certain conditions beyond the control of the Parties; these delays have been contemplated by the Parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$500.00 per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If, and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the

Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.4 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, the fixed sum of **\$1,493,807.67**.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days after the Effective Date the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require, to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall

submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less retainage and the total amount of previous payments received from the Owner. Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 **Retainage** - An amount equal to ten percent (10%) of the Contract Price shall be withheld by City if the Contract Price (if a different percentage is set forth in the Invitation to Bid, then that percentage shall apply) shall be withheld by City from each progress payment to secure performance of the Contract ("Retainage"). The retainage shall be paid over by City to Contractor as the final installment of the Contract Price.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

If the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

5.5.2 Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial

Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, including retainage, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.2 If the Contractor fails to achieve final completion within the time fixed therefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If, and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.3 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.4 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.5 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.6 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either

in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 PERMITS, FEES AND LICENSES

The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Johnny Gann	Project Manager
Charlie Keane	Field Operations Manager
Ramon Ballard	Superintendent

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 WORK SCHEDULE

The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 ON-SITE DRAWINGS

The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 The Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Architect's plans and specifications and the Contract Documents. shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner, in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take

whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST OWNER, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "OWNER") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR BREACH OF OWNER'S OBLIGATIONS HEREUNDER.

CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "OWNER") FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COST AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, INCURRED BY OWNER TO THE EXTENT THEY ARE: (1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY CONTRACTOR OR ANY OF ITS CONSULTANTS, SUBCONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, AS TO THE PERFORMANCE OF THE CONTRACT; (2) THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONTRACTOR'S STANDARD OF CARE, BY THE CONTRACTOR, A CONSULTANT, A SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE; OR (3) OTHERWISE ARISING OUT OF OR RESULTING FROM NEGLIGENT PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT OR THE BREACH BY THE CONTRACTOR OF THIS CONTRACT, INCLUDING SUCH CLAIMS,

DAMAGES, LOSSES OR EXPENSES ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS OWNER FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY OWNER IN CONNECTION WITH ANY CLAIM OR ACTION AGAINST OWNER FOR PERSONAL INJURY, DISEASE OR DEATH OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTOR'S SUBCONTRACTOR, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM").

WITH REGARD TO CLAIMS AGAINST THE OWNER UNDER THIS PARAGRAPH WHICH ARE MADE BY AN EMPLOYEE OF THE CONTRACTOR, A CONSULTANT, A SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, SUBS CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR SUBCONTRACTOR OR ANY OTHER EMPLOYER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS BY CONTRACTOR OR THE ADDITIONAL INSURED REQUIREMENTS UNDER THE INSURANCE REQUIRED BY THIS CONTRACT, SUCH LEGAL LIMITATIONS ARE

MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. SHOULD ANY PROVISION OR ANY PART OF ANY PROVISION OF THIS CONTRACT BE HELD INVALID, UNENFORCEABLE OR CONTRARY TO PUBLIC POLICY, LAW, STATUTE OR ORDINANCE, THEN THE REMAINDER OF THE PROVISION, PARAGRAPH, SECTION AND/OR CONTRACT SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN VALID AND FULLY ENFORCEABLE.

THE OBLIGATIONS CONTAINED IN THIS INDEMNIFICATION BY CONTRACTOR SHALL SURVIVE THE EXPIRATION, COMPLETION, ABANDONMENT AND/OR TERMINATION OF THE CONTRACT AND FINAL COMPLETION OF THE WORK AND ANY OTHER SERVICES TO BE PROVIDED PURSUANT TO THIS CONTRACT

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Certificate of Insurance and copies of policy endorsements evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The

Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The Owner has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to ensure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the

Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the Owner and shall do so until no longer required by the Owner. Such devices shall comply with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. If any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or re-designated by the Owner prior to or at any time during the Work

hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop

Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner regarding the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. If either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and

specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Paragraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 **EXTRA WORK** - The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.3.5 The Parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the Parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work

shall constitute a complete and final waiver of any right for compensation for the Extra Work.

8.3.6 CLAIMS FOR ADDITIONAL COSTS - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.7 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.8 CLAIMS FOR ADDITIONAL TIME - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the Parties agree to submit to non-binding mediation. In such event, the Parties shall agree to a designated person to serve as mediator and each Party shall be responsible for payment of one-half of the total mediation fees. The Parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each Party must attend and participate in good faith effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to

such proposed Subcontractor. The Contractor shall not enter a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event, shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the

Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner consistent with the Architect's request or the

provisions of this Contract, it shall, if required by the Architect or City, be uncovered for the Architect's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this four-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the four-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the

Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 *FOR CONVENIENCE*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising

out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Contract with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Owner and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired vehicles operated by Contractor, its sub-contractors, officers, agents, and employees, and used in the performance of this Contract with minimum limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage liability; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage

with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Contract and shall contain an Alternate Employer Endorsement to include the Owner being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the Owner and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; (iv) policy of Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis of the Project work and materials in transit and stored off the Project site destined for incorporation; (v) Excess Liability Insurance with a limit of not less than \$2,000,000.00. shall be excess of the commercial general liability insurance, business auto liability insurance, contractor's pollution liability (if applicable), and employers liability insurance. Such insurance shall be in excess of the commercial general liability insurance, automobile insurance and employers' liability insurance. This insurance shall be primary to any policy or policies carried by or available to Owner and shall be provided on a "following form basis". Contractor waives all rights against Owner, and its council, agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by Owner pursuant to this Paragraph. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01; (vi) policy of Pollution Liability Insurance if Contractor is working with or disposing of any type of material that may be considered hazardous; or any demolition causing seepage or dust that may be considered hazardous with minimum limits of \$2,000,000 per occurrence covering operations of the Contractor. Such policy shall be endorsed to provide waiver of subrogation in favor of Owner and name Owner as Additional Insured. If coverage is on a claims made basis in lieu of an occurrence basis, tail coverage must remain in effect, following completion of the Project, for a minimum of 24 months or in accordance with the period of repose, if applicable; and (vii) Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Contract.

13.3 ADDITIONAL INSURED

All policies of insurance shall be endorsed to provide the following provisions: (1) include the Owner, its council, officers, and employees (collectively the "Owner") as additional insureds using Additional Insured Endorsements as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance that provide the most comprehensive coverage to Owner under Texas law. The Additional Insured status for the Owner must remain in force and effect for the required period of repose or a minimum of 24 months, whichever is longer. Minimum limits required by this Contract do not limit the Contractor nor the insurance carrier providing coverage for the Contractor, under any Additional Insured endorsement; and (2) provide for at least thirty (30) days prior written notice to the Owner for cancellation of the insurance; (3) provide for a waiver of subrogation against the Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to the Owner of any material change of, or to the insurance required herein. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to Owner of any expiration, cancellation, non-renewal or any material change in coverage.

13.4 CARRIERS

All policies required to be obtained by Contractor pursuant to this Contract shall be maintained with insurance carriers that are satisfactory to Owner (rated A VII by AM Best or other equivalent rating service) and lawfully authorized to issue insurance of the types and amounts in the state of Texas as required by this Contract. Certificates of Insurance for each policy in a form satisfactory to Owner shall be delivered to Owner on or prior to execution of this Contract, along with all copies of required endorsements. It is further agreed that copies of any or all policies will be provided by Contractor to the City upon written request.

13.5 SUBCONTRACTORS

Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Subparagraph 13.2.1 (i) –

(vii) which shall remain in full force and effect during the term of this Contract.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of Texas without regard to any conflict of law rules; and venue for any action concerning this Contract shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

14.3 SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. The Contractor may not assign this Contract without prior written consent of the City.

14.4 BONDS

Contractor shall provide payment bonds and performance bonds according to the Contract Document for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide maintenance bonds for a period of two (2) years following completion of the Project in favor of Owner for the Project in accordance with the Contract Documents and the Owner's requirements and regulations pertaining to maintenance bonds for public improvements. The costs of such bonds shall be included in the Contract Price. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably

suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.5 SEVERABILITY

The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

This Contract may be amended by the Parties only by a written agreement duly executed by both Parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

14.7 NOTICES

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified herein, 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 or set forth in a written designation of change of address delivered to all Parties and the Architect.

14.8 PROHIBITION OF BOYCOTT ISRAEL

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. This Paragraph does not apply if Contractor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

14.9 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 these actions. All Work 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 the Owner. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Contract.

14.10 IMMUNITY; DEFENSES

Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.11 NO RIGHTS IN THIRD PARTIES

Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a Party to this Contract.

14.12 DISBARMENT AND SUSPENSION.

14.12.1 Debarment and Suspension In accordance with 2 CFR section 180.300, the principal of this Contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

14.12.2 If during the Contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

14.12.3 For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will

inform the City of any violations of this section by subcontractors to the contract.

14.12.4 The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

14.13 FORCE MAJEURE

As used herein, "force majeure" means an incident, situation, or act of a third Party that is beyond a Party's reasonable control such as an act of God, terrorism, pandemics, an act of the public enemy, strikes or other labor disturbances (other than strikes within such Party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Agreement because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Architect within seven (7) days of such an event, obtains a written Change Order, signed by all Parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than twenty (20) calendar days, the Owner may at its option terminate this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2 of this Contract

14.14 COUNTERPARTS.

This Contract may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

14.15 EXHIBITS.

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

EXECUTED in single or multiple originals, this _____ day of _____, 20__.

CITY OF ALLEN

CONTRACTOR:

APPROVED:

Eric Ellwanger, City Manager

(Signature) *John F Gann II*

(Type/Print Name and Title): *John F Gann II President*

(Street Address) *525 So Loop 288, Suite 105*

Denton, TX 76205

(City/State/Zip)

ATTEST:

Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____

Peter G. Smith, City Attorney

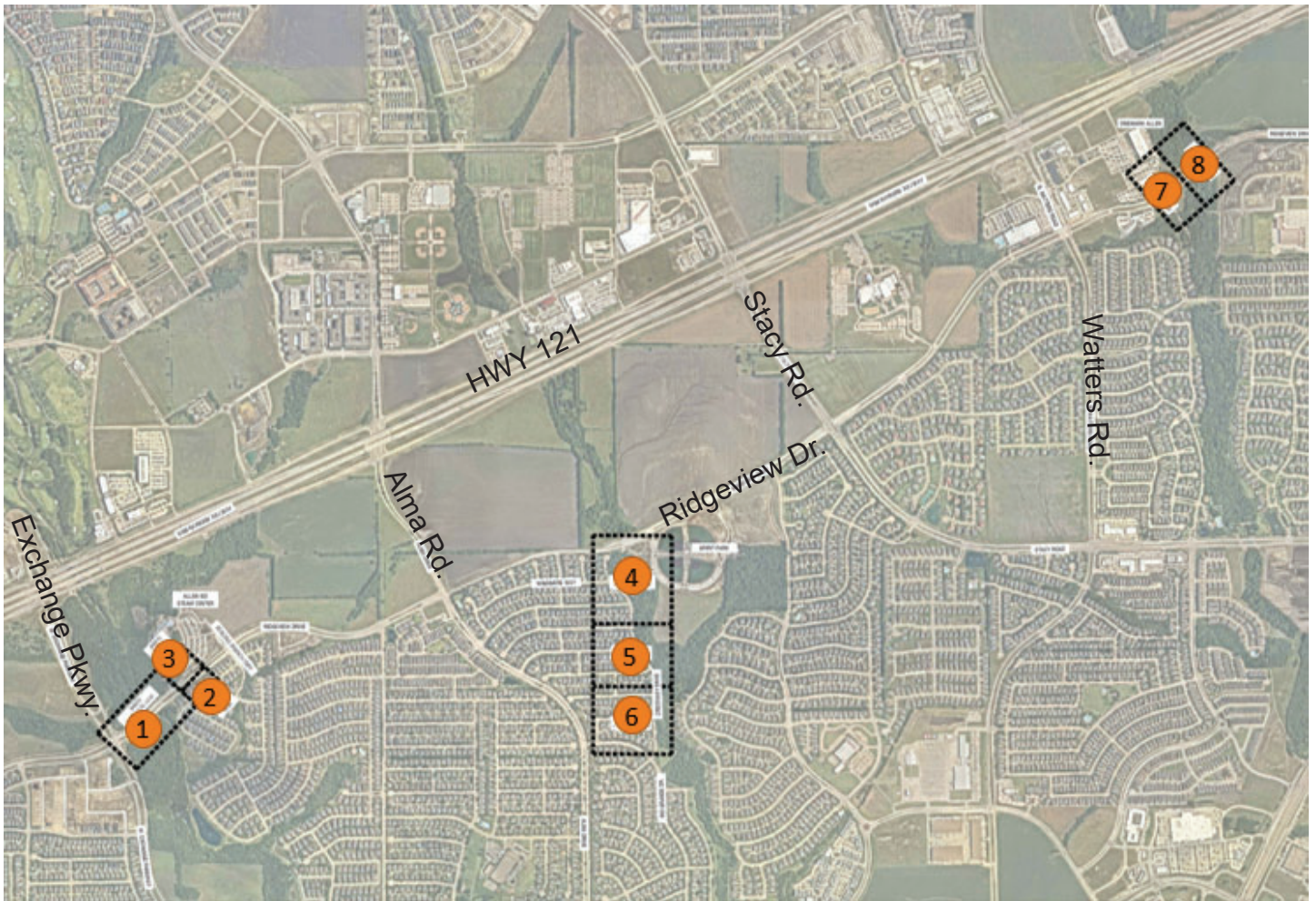
City of Allen Job No.: 2020-07-116 Project: Ridgeview Trail Segments Date: September 25, 2020					BIDDER 1 North Rock Construction 525 S. Loop 288 Suite 105 Denton, Texas 76205		BIDDER 2 2L Construction PO Box 397 Rhome, TX 76078		BIDDER 3 MSB Constructors 103 Oak Grove Lane Boyd, TX 76023		BIDDER 4 L.J. Design & Construction, LLC 6548 Peden Rd. Fort Worth, TX 76179		BIDDER 5 J.B. & Co. LLC 3131 McKinney Ave #600 Dallas, TX 75204		BIDDER 6 New World Contracting, LLC 11127 Shady trail, Suite 104 Dallas, TX 75229		BIDDER 7 RoeschCo Construction, Inc. 9801 Camfield Ave, Suite 200 Frisco, TX 75033		BIDDER 8 HQS Construction, LLC PO Box 250771 Plano, TX 75025		BIDDER 9 The Fain Group, Inc. 2500 Great Southwest Pkwy Fort Worth, TX 76106		BIDDER 10 Joe Funk Construction, Inc. 11226 Indian Trail Dallas, TX 75229		BIDDER 11 Authers Building Group 500 Industry Way, Suite 100 Prosper, TX 75078			
Item No.	Item Description			Quantity	Unit	Unit Price	Item Cost																					
Base Bid																												
1	Bonds, Insurance, Submittals, Mobilization, Construction Entrance, Staging, Project Signage, Site Security & Other Project Incidentals, complete and in place for			1	LS.	\$51,520.65	\$51,520.65	\$60,000.00	\$60,000.00	\$83,771.67	\$83,771.67	\$69,104.88	\$69,104.88	\$35,000.00	\$35,000.00	\$34,782.00	\$34,782.00	\$164,903.00	\$164,903.00	\$60,000.00	\$60,000.00	\$147,000.00	\$147,000.00	\$98,800.00	\$98,800.00	\$74,850.00	\$74,850.00	
2	Provide all Materials Testing and Laboratory Services for the project, including soil density testing, concrete strength testing, etc. per NCTCOG standards, complete and in place for			1	LS.																							
3	All Traffic Control Measures including but not limited to, construction sequencing, barricading, traffic control design (if required), signs and any other temporary devices, complete and in place for			1	LS.	\$11,285.00	\$11,285.00	\$20,000.00	\$20,000.00	\$14,950.00	\$14,950.00	\$3,427.28	\$3,427.28	\$35,000.00	\$35,000.00	\$29,835.00	\$29,835.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$57,000.00	\$57,000.00	\$26,650.00	\$26,650.00	\$19,514.71	\$19,514.71	
4	Temporary Erosion Control, including providing SWPPP Design and Maintenance, NOI and filing w/TCEQ, complete and in place for			1	LS.	\$6,688.20	\$6,688.20	\$17,000.00	\$17,000.00	\$6,900.00	\$6,900.00	\$5,194.46	\$5,194.46	\$12,000.00	\$12,000.00	\$11,934.00	\$11,934.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00	\$17,000.00	\$17,000.00	\$24,375.00	\$24,375.00	\$5,807.70	\$5,807.70	
5						\$4,595.39	\$4,595.39	\$20,000.00	\$20,000.00	\$13,800.00	\$13,800.00	\$15,090.08	\$15,090.08	\$5,500.00	\$5,500.00	\$5,967.00	\$5,967.00	\$24,200.00	\$24,200.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$26,650.00	\$26,650.00	\$50,130.70	\$50,130.70	
Total Base Bid (Items 1 through 4)						\$74,089.24		\$117,000.00		\$119,421.67		\$92,816.70		\$87,500.00		\$82,518.00		\$229,103.00		\$107,000.00		\$241,000.00		\$176,475.00		\$150,303.11		
CINEMARK TRAIL SEGMENT (L1.01, L1.02, L2.01, L2.02, L3.01, L3.02)																												
5	Remove and dispose of existing concrete trail per demolition plan, in place for			1,379	SF.	\$2.94	\$4,054.26	\$2.00	\$2,758.00	\$3.50	\$4,826.50	\$3.75	\$5,171.25	\$3.00	\$4,137.00	\$14.00	\$19,306.00	\$1.50	\$2,068.50	\$2.50	\$3,447.50	\$2.50	\$3,447.50	\$3.90	\$5,378.10	\$7.47	\$10,301.13	
6	Remove and dispose of existing trees per demotion plan, in place for			1	LS.	\$12,252.09	\$12,252.09	\$2,500.00	\$2,500.00	\$5,750.00	\$5,750.00	\$2,409.80	\$2,409.80	\$2,500.00	\$2,500.00	\$5,550.00	\$5,550.00	\$2,250.00	\$2,250.00	\$1,000.00	\$1,000.00	\$4,100.00	\$4,100.00	\$28,145.00	\$28,145.00	\$12,799.33	\$12,799.33	
7	Tree protection, including removal at end of construction, complete and in place for			782	L.F.	\$3.55	\$2,776.10	\$3.00	\$2,346.00	\$1.35	\$1,055.70	\$1.98	\$1,548.36	\$3.00	\$2,346.00	\$2.00	\$1,564.00	\$1.50	\$1,173.00	\$2.00	\$1,564.00	\$2.50	\$1,955.00	\$6.50	\$5,083.00	\$10,000.00	\$10,000.00	
8	Site Clearing and Grubbing, including brush removal as necessary, complete and in place for			1	LS.	\$12,252.09	\$12,252.09	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$4,162.43	\$4,162.43	\$7,500.00	\$7,500.00	\$4,821.00	\$4,821.00	\$2,500.00	\$2,500.00	\$2,340.00	\$2,340.00	\$9,000.00	\$9,000.00	\$39,650.00	\$39,650.00	\$2,079.90	\$2,079.90	
9	Earthwork, complete and in place for			1	LS.	\$12,502.92	\$12,502.92	\$21,000.00	\$21,000.00	\$35,000.00	\$35,000.00	\$7,556.07	\$7,556.07	\$7,500.00	\$7,500.00	\$66,500.00	\$66,500.00	\$35,000.00	\$35,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$45,500.00	\$45,500.00	\$9,727.49	\$51,912.56	
10	(P-1) 12' wide Concrete Hike and Bike Trail / Pedestrian paving, 6" thick concrete, complete and in place for			1,170	LF.	\$75.05	\$87,808.50	\$66.00	\$77,220.00	\$102.00	\$119,340.00	\$73.90	\$86,463.00	\$82.50	\$96,525.00	\$68.00	\$79,560.00	\$80.00	\$93,600.00	\$93.50	\$109,395.00	\$82.00	\$95,940.00	\$125.39	\$146,706.30	\$115.66	\$135,322.20	
11	(P-3) Trail Striping, complete and in place for			1	LS.	\$1,692.75	\$1,692.75	\$16,000.00	\$16,000.00	\$800.00	\$800.00	\$2,945.32	\$2,945.32	\$10,000.00	\$10,000.00	\$1,790.00	\$1,790.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$24,375.00	\$24,375.00	\$1,279.94	\$1,279.94	
12	(W-1) Stone Retaining Wall, 24" wide, height varies, including concrete wall, footing, and reinforcing, complete and in place for			280	LF.	\$249.00	\$69,720.00	\$450.00	\$126,000.00	\$264.00	\$73,920.00	\$310.60	\$86,968.00	\$462.00	\$129,360.00	\$328.00	\$91,840.00	\$677.00	\$189,560.00	\$750.00	\$210,000.00	\$409.00	\$114,520.00	\$182.00	\$50,960.00	\$735.13	\$205,836.40	
13	Drainage culvert, 8'w x 4'h corrugated pipe, complete and in place for			1	LS.	\$7,251.04	\$7,251.04	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$15,851.15	\$15,851.15	\$17,250.00	\$17,250.00	\$5,967.00	\$5,967.00	\$23,550.00	\$23,550.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00	\$42,575.00	\$42,575.00	\$87,473.90	\$87,473.90	
14	(M-1) 42' ht. Galvanized Guardrail including Posts, Footings, Rails, Fence Fabric, Ties, and all hardware, complete and in place for			140	LF.	\$107.21	\$15,009.40	\$175.00	\$24,500.00	\$190.00	\$26,600.00	\$58.90	\$8,246.00	\$225.00	\$31,500.00	\$84.00	\$11,760.00	\$101.50	\$14,210.00	\$100.00	\$14,000.00	\$80.00	\$11,200.00	\$162.50	\$22,750.00	\$281.51	\$39,411.40	
15	(M-3) Trail Signage including Post, Footing, Sign, and all hardware, complete and in place for			4	EA	\$383.69	\$1,534.76	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$455.19	\$1,820.76	\$340.00	\$1,360.00	\$507.00	\$2,028.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$890.00	\$3,560.00	\$1,105.00	\$4,420.00	\$399.98	\$1,599.92	
16	Rip Rap at culvert, complete and in place for			1	LS.	\$8,717.01	\$8,717.01	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$7,197.28	\$7,197.28	\$5,000.00	\$5,000.00	\$9,547.00	\$9,547.00	\$14,500.00	\$14,500.00	\$5,000.00	\$5,000.00	\$950.00	\$950.00	\$18,525.00	\$18,525.00	\$5,634.78	\$5,634.78	
17	Bermuda Sod, including fine grading and bed prep, complete and in place for			7,020	S.F.	\$0.79	\$5,545.80	\$0.70	\$4,914.00	\$0.65	\$4,563.00	\$0.60	\$4,212.00	\$0.80	\$5,616.00	\$1.00	\$7,020.00	\$0.60	\$4,212.00	\$0.90	\$6,318.00	\$1.00	\$7,020.00	\$0.98	\$6,879.60	\$1.13	\$7,932.60	
18	Bermuda Hydro mulch seed, including fine grading and bed prep, complete and in place for			1	LS.	\$1,579.90	\$1,579.90	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$8,600.31	\$8,600.31	\$2,500.00	\$2,500.00	\$2,984.00	\$2,984.00	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$25,000.00	\$25,000.00	\$12,350.00	\$12,350.00	\$6,634.78	\$6,634.78	
19	Turf maintenance, including watering, for duration of project until turf is established, complete and in place for			1	LS.	\$5,352.96	\$5,352.96	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$6,087.70	\$6,087.70	\$5,500.00	\$5,500.00	\$1,790.00	\$1,790.00	\$2,800.00	\$2,800.00	\$650.00	\$650.00	\$5,000.00	\$5,000.00	\$19,825.00	\$19,825.00	\$7,634.78	\$7,634.78	
Total Base Bid (Items 5 through 19)						\$248,049.58		\$302,838.00		\$304,455.20		\$249,239.43		\$328,594.00		\$312,027.00		\$393,023.50		\$372,314.50		\$367,692.50		\$473,122.00		\$585,853.62		
EXCHANGE TRAIL SEGMENTS (L1.03, L1.04, L1.05, L2.03, L2.04, L2.05, L3.03, L3.04, L3.05)																												
20	Remove and dispose of existing trees per demotion plan, in place for			1	LS.	\$11,969.97	\$11,969.97	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$12,423.87	\$12,423.87	\$5,500.00	\$5,500.00	\$19,932.00	\$19,932.00	\$15,250.00	\$15,250.00	\$1,000.00	\$1,000.00	\$16,000.00	\$16,000.00	\$52,325.00	\$52,325.00	\$10,666.11	\$10,666.11	
21	Tree protection, including removal at end of construction, complete and in place for			722	L.F.	\$3.74	\$2,700.28	\$3.00	\$2,166.00	\$1.35	\$974.70	\$1.98	\$1,429.56	\$3.00	\$2,166.00	\$2.00	\$1,444.00	\$1.50	\$1,083.00	\$2.00	\$1,444.00	\$2.50	\$1,805.00	\$6.50	\$4,693.00	\$4.07	\$2,938.54	
22	Site Clearing and Grubbing, including brush removal as necessary, complete and in place for			1	LS.	\$11,969.97	\$11,969.97	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$6,198.01	\$6,198.01	\$15,000.00	\$15,000.00	\$6,027.00	\$6,027.00	\$5,000.00	\$5,000.00	\$2,610.00	\$2,610.00	\$9,100.00	\$9,100.00	\$39,156.00	\$39,156.00	\$33,626.95	\$33,626.95	
23	Earthwork, complete and in place for			1	LS.	\$13,147.33	\$13,147.33	\$37,000.00	\$37,000.00	\$35,000.00	\$35,000.00	\$10,330.00	\$10,330.00	\$10,000.00	\$10,000.00	\$123,455.00	\$123,455.00	\$30,000.00	\$30,000.00	\$3,000.00	\$3,000.00	\$6,700.00	\$6,700.00	\$44,356.00	\$44,356.00	\$25,204.34	\$25,204.34	
24	(P-1) 12' wide Concrete Hike and Bike Trail / Pedestrian paving, 6" thick concrete, complete and in place for			495	LF.	\$74.22	\$36,738.90	\$66.00	\$32,670.00	\$102.00	\$50,490.00	\$73.90	\$36,580.50	\$82.50	\$40,837.50	\$67.00	\$33,165.00	\$90.00	\$44,550.00	\$93.50	\$46,282.50	\$82.00	\$40,590.00	\$112.39	\$55,633.05	\$147.32	\$72,923.40	
25	(P-1) 10' wide Concrete Hike and Bike Trail / Pedestrian paving, 6" thick concrete, complete and in place for			640	LF.	\$59.08	\$37,811.20	\$58.00	\$37,120.00	\$89.00	\$56,960.00	\$61.58	\$39,411.20	\$71.50	\$45,760.00	\$56.00	\$35,840.00	\$78.00	\$49,920.00	\$78.00	\$49,920.00	\$70.00	\$44,800.00	\$105.89	\$67,769.60	\$84.79	\$54,265.60	
26	(P-1) 6" wide Concrete Sidewalk / Pedestrian paving, 6" thick concrete, complete and in place for			170	LF.	\$38.94	\$6,619.80	\$37.00	\$6,290.00	\$67.00	\$11,390.00	\$36.95	\$6,281.50	\$51.75	\$8,797.50	\$48.00	\$8,160.00	\$50.00	\$8,500.00	\$47.00	\$7,990.00	\$42.00	\$7,140.00					

CHECKED BY: _____
Andy Budke, PLA, 09/29/2020

Owner: City of Allen					BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 10		BIDDER 11			
Job No.: 2020-07-116					North Rock Construction 525 S. Loop 288 Suite 105 Denton, Texas 76205		2L Construction PO Box 397 Rhome, TX 76078		MSB Constructors 103 Oak Grove Lane Boyd, TX 76023		L.J. Design & Construction, LLC 6548 Peden Rd. Fort Worth, TX 76179		J.B. & Co. LLC 3131 McKinney Ave #600 Dallas, TX 75204		New World Contracting, LLC 11127 Shady trail, Suite 104 Dallas, TX 75229		RoeschCo Construction, Inc. 9801 Camfield Ave, Suite 200 Frisco, TX 75033		HQS Construction, LLC PO Box 250771 Plano, TX 75025		The Fain Group, Inc. 2500 Great Southwest Pkwy Fort Worth, TX 76106		Joe Funk Construction, Inc. 11226 Indian Trail Dallas, TX 75229		Authers Building Group 500 Industry Way, Suite 100 Prosper, TX 75078			
Project: Ridgeview Trail Segments																												
Date: September 25, 2020																												
Item No.	Item Description				Quantity	Unit	Unit Price	Item Cost																				
CREEKWAY DR TRAIL SEGMENTS (L1.06, L1.07, L1.08, L2.06, L2.07, L2.08, L3.06, L3.07, L3.08)																												
35	Remove and dispose of existing concrete trail per demolition plan, in place for				19,300	SF.	\$2.87	\$55,391.00	\$2.00	\$38,600.00	\$3.50	\$67,550.00	\$3.75	\$72,375.00	\$2.88	\$55,584.00	\$1.50	\$28,950.00	\$1.30	\$25,090.00	\$2.50	\$48,250.00	\$2.50	\$48,250.00	\$3.90	\$75,270.00	\$7.00	\$135,100.00
36	Remove and dispose of existing (2) existing bridges per demolition plan, in place for				1	LS.	\$4,377.03	\$4,377.03	\$16,000.00	\$16,000.00	\$6,900.00	\$6,900.00	\$5,140.91	\$5,140.91	\$10,000.00	\$10,000.00	\$13,127.00	\$13,127.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$37,375.00	\$37,375.00	\$50,000.00	\$50,000.00
37	Remove and dispose of existing trees per demotion plan, Contractor to verify trees in field, in place for				1	LS.	\$11,969.97	\$11,969.97	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00	\$1,713.64	\$1,713.64	\$2,500.00	\$2,500.00	\$6,428.00	\$6,428.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$17,875.00	\$17,875.00	\$0.00	\$0.00
38	Tree protection, including removal at end of construction, complete and in place for				1	LS.	\$2,847.96	\$2,847.96	\$3,000.00	\$3,000.00	\$590.00	\$590.00	\$1,202.50	\$1,202.50	\$1,400.00	\$1,400.00	\$955.00	\$955.00	\$5,250.00	\$5,250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
39	Site Clearing and Grubbing, including brush removal as necessary, complete and in place for				1	LS.	\$11,969.97	\$11,969.97	\$5,000.00	\$5,000.00	\$5,750.00	\$5,750.00	\$4,894.04	\$4,894.04	\$7,500.00	\$7,500.00	\$6,428.00	\$6,428.00	\$2,500.00	\$2,500.00	\$4,650.00	\$4,650.00	\$9,000.00	\$9,000.00	\$33,150.00	\$33,150.00	\$25,030.00	\$25,030.00
40	Earthwork, complete and in place for				1	LS.	\$12,559.74	\$12,559.74	\$22,000.00	\$22,000.00	\$40,250.00	\$40,250.00	\$10,196.15	\$10,196.15	\$15,000.00	\$15,000.00	\$47,736.00	\$47,736.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$24,050.00	\$24,050.00	\$12,479.35	\$12,479.35
41	(P-1) 12' wide Concrete Hike and Bike Trail / Pedestrian paving, 6" thick concrete, complete and in place for				2,184	LF.	\$75.10	\$164,018.40	\$66.00	\$144,144.00	\$102.00	\$222,768.00	\$73.90	\$161,397.60	\$82.50	\$180,180.00	\$67.00	\$146,328.00	\$78.00	\$170,352.00	\$93.50	\$204,204.00	\$82.00	\$179,088.00	\$112.39	\$245,459.76	\$97.00	\$211,848.00
42	(P-1) 10' wide Concrete Hike and Bike Trail / Pedestrian paving, 6" thick concrete, complete and in place for				141	LF.	\$55.59	\$7,838.19	\$58.00	\$8,178.00	\$89.00	\$12,549.00	\$61.58	\$8,682.78	\$74.75	\$10,539.75	\$56.00	\$7,896.00	\$66.00	\$9,306.00	\$78.00	\$10,998.00	\$70.00	\$9,870.00	\$105.89	\$14,930.49	\$66.00	\$9,306.00
43	(P-4) 26' long x 14' wide Pedestrian Bridge with guardrail, complete and in place for				1	LS.	\$43,439.00	\$43,439.00	\$60,000.00	\$60,000.00	\$48,875.00	\$48,875.00	\$49,638.75	\$49,638.75	\$52,973.80	\$52,973.80	\$86,522.00	\$86,522.00	\$42,000.00	\$42,000.00	\$70,000.00	\$70,000.00	\$64,000.00	\$64,000.00	\$98,332.00	\$98,332.00	\$74,283.00	\$74,283.00
44	(P-4) 35' long x 14' wide Pedestrian Bridge with guardrail, complete and in place for				1	LS.	\$53,595.50	\$53,595.50	\$70,000.00	\$70,000.00	\$59,225.00	\$59,225.00	\$59,277.00	\$59,277.00	\$63,973.80	\$63,973.80	\$97,859.00	\$97,859.00	\$50,000.00	\$50,000.00	\$82,000.00	\$82,000.00	\$50,000.00	\$50,000.00	\$116,662.00	\$116,662.00	\$83,283.00	\$83,283.00
45	Concrete Bridge Abutments, complete and in place for				4	EA.	\$14,960.68	\$59,842.72	\$7,000.00	\$28,000.00	\$7,300.00	\$29,200.00	\$4,500.00	\$18,000.00	\$13,200.00	\$52,800.00	\$11,337.00	\$45,348.00	\$12,165.00	\$48,660.00	\$12,500.00	\$50,000.00	\$6,000.00	\$24,000.00	\$26,325.00	\$105,300.00	\$23,600.00	\$94,400.00
46	Bermuda Sod, complete and in place for				27,900	S.F.	\$0.68	\$18,972.00	\$0.60	\$16,740.00	\$0.65	\$18,135.00	\$0.60	\$16,740.00	\$0.69	\$19,251.00	\$1.00	\$27,900.00	\$0.56	\$15,624.00	\$0.90	\$25,110.00	\$1.00	\$27,900.00	\$0.98	\$27,342.00	\$0.60	\$16,740.00
47	Bermuda Hydro mulch seed, complete and in place for				1	LS.	\$1,579.90	\$1,579.90	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$11,836.56	\$11,836.56	\$1,500.00	\$1,500.00	\$5,967.00	\$5,967.00	\$1.00	\$1.00	\$6,250.00	\$6,250.00	\$42,000.00	\$42,000.00	\$24,375.00	\$24,375.00	\$10,000.00	\$10,000.00
48	Turf maintenance, including watering, for duration of project until turf is established, complete and in place for				1	LS.	\$5,907.77	\$5,907.77	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$9,050.15	\$9,050.15	\$7,500.00	\$7,500.00	\$2,984.00	\$2,984.00	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00	\$9,200.00	\$9,200.00	\$26,650.00	\$26,650.00	\$5,000.00	\$5,000.00
Total Base Bid (Items 35 through 48)							\$454,309.15		\$429,162.00		\$519,442.00		\$430,145.08		\$480,702.35		\$524,428.00		\$382,883.00		\$521,462.00		\$484,808.00		\$853,271.25		\$730,219.35	
Total Base Bid (Items 1 through 48)							\$1,428,999.52		\$1,503,621.00		\$1,556,198.57		\$1,566,485.11		\$1,581,976.15		\$1,665,000.00		\$1,762,000.00		\$1,994,973.00		\$2,014,935.50		\$2,057,329.70		\$2,323,922.52	
Alternate Bid Items (per bid form)																												
	Concrete Piers for Boardwalk				1	LS	\$64,808.15	\$64,808.15	\$60,000.00	\$60,000.00	\$12,000.00	\$12,000.00	\$95,200.00	\$95,200.00	\$100,000.00	\$100,000.00	\$280,000.00	\$280,000.00	\$164,000.00	\$164,000.00	\$60,000.00	\$60,000.00	\$48,840.00	\$48,840.00	\$123,500.00	\$123,500.00	\$122,000.00	\$122,000.00
Total Alternate Items							\$64,808.15		\$60,000.00		\$12,000.00		\$95,200.00		\$100,000.00		\$280,000.00		\$164,000.00		\$60,000.00		\$48,840.00		\$123,500.00		\$122,000.00	
Total Base Bid + Alternate Bid Items							\$1,493,807.67		\$1,563,621.00		\$1,568,198.57		\$1,661,685.11		\$1,681,976.15		\$1,945,000.00		\$1,926,000.00		\$2,054,973.00		\$2,063,775.50		\$2,180,829.70		\$2,445,922.52	

Computation Errors in bid - QUANTITIES SHOWN IN BID TAB ARE CORRECTED BASED ON CONTRACTOR UNIT PRICE
Discrepancy in bid form quantity (printed bid form had rounded quantities, excel file had hidden decimal points) - QUANTITIES SHOWN IN BID TAB ARE BASED ON ROUNDED QUANTITY (AS SHOWN IN BID FORM)
Unit price entered wrong - QUANTITIES SHOWN IN BID TAB MATCH CONTRACTOR BID

Location Map



CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: December 8, 2020

SUBJECT: Reappoint Cynthia Porter Gore as the Municipal Court Judge and Authorize the City Manager to Execute an Employment Agreement Relating to her Appointment for a Period Ending December 31, 2022.

STAFF RESOURCE: Eric Ellwanger, City Manager

PREVIOUS COUNCIL ACTION: On January 10, 2017, the City Council appointed Cynthia Porter Gore as the City of Allen Municipal Court Judge.

ACTION PROPOSED: Reappoint Cynthia Porter Gore as the Municipal Court Judge and Authorize the City Manager to Execute an Employment Agreement Relating to her Appointment for a Period Ending December 31, 2022.

BACKGROUND

Section 3.08 of the City Charter requires the City Council appointment of a Municipal Court Judge every two years. Cynthia Porter Gore is currently serving as the Municipal Court Judge. It is time to renew her two-year agreement.

Judge Gore performs all of the judicial duties associated with the court as set forth in the attached agreement. She also performs judicial services on scheduled weekends and evenings, and works closely with the Court staff and Police.

The proposed agreement stipulates an annual performance review and includes an adjustment to the compensation to be effective for each year. Attached is a two-year employment agreement relating to the appointment of Cynthia Porter Gore performing duties as the Municipal Court Judge with an expiration on December 31, 2022.

Subsequent renewals to this agreement will be for two-year terms with the dates coinciding with the calendar year.

STAFF RECOMMENDATION

Staff recommends that the City Council reappoint Cynthia Porter Gore as the Municipal Court Judge.

MOTION

I make a motion to reappoint Cynthia Porter Gore as the Municipal Court Judge and authorize the City

Manager to execute an Employment Agreement relating to her appointment for a period ending December 31, 2022.

ATTACHMENTS:

Agreement

THE STATE OF TEXAS §
COUNTY OF COLLIN § EMPLOYMENT AGREEMENT
§

This agreement ("Agreement") is made and entered into by and between the City of Allen, Texas (the "City"), and Cynthia Porter Gore ("Gore") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, City desires to employ the services of said Gore as Judge of the Municipal Court of the City of Allen, Texas, as provided by City Charter and State law; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Gore; and

WHEREAS, Gore desires to accept employment as Judge of the Municipal Court of the City of Allen, Texas; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1. Duties

City hereby agrees to employ Gore as Judge of the Municipal Court to perform the functions and duties specified in the City Charter, City Code, State law and to perform such other duties and functions as the City Manager shall from time to time assign. The Judge of the Municipal Court shall be under the direction and control of the City Manager. The primary duties shall include, but are not limited to, the following:

- (1) Preside over all municipal court proceedings;
- (2) Arraign all adult prisoners daily;
- (3) Arraign all juveniles prior to interviews by State;
- (4) Execute all arrest warrants;
- (5) Execute all court warrants;

- (6) Perform such other duties as assigned by the City Council and/or the City Manager that may be commensurate with the position of Municipal Court Judge; and
- (7) Perform all other administrative duties of a Municipal Court Judge as may be provided by ordinance, resolution of the City Council, or applicable State laws.

Section 2. Terms

- A. Gore shall serve as Judge of the Municipal Court commencing on January 1, 2021 and expiring on December 31, 2022 but may be removed for cause at any time in accordance with the provisions of this Agreement, the City Charter and State law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Gore as an employee or to remove Gore from the position of Judge of the Municipal Court in accordance with the City Charter and State law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Gore to resign at any time from the position of Judge of the Municipal Court.
- C. Gore agrees to remain in the exclusive employ of City, and neither to accept other employment nor to become employed by any other employer. The term employed shall not be construed to include occasional teaching, writing, consulting, mediation, military reserve service or part time work performed on Gore's time off which does not conflict with, or is incompatible with, the duties as Municipal Court Judge.
- D. The City Manager of the City of Allen shall be the designated supervisor of the day to day administrative duties of the position; however, nothing contained herein shall be construed so as to be interpreted as to interfere with the judicial functions of the position.

Section 3. Salary; Benefits

- A. City agrees to pay Gore for services rendered pursuant hereto, an annual base salary of \$144,144 payable in installments at the same time as other full-time employees of the City are paid and subject to the same applicable deductions for Gore benefit contributions.

- B. Upon determination by the City Manager that Gore is performing the duties of Judge of the Municipal Court in an acceptable manner, the City Manager may increase the annual base salary in such amount and to the extent as the City Manager may determine is appropriate based on an annual performance evaluation by the City Manager. Said increase will be reflected in the first pay period following the anniversary of the date of employment.
- C. City agrees to provide Gore the same benefits relating to health care, vacation, sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or maybe amended, that apply to other full-time employees.

Section 4. Performance Evaluation

The City Manager shall conduct an annual performance review of Gore prior to January 1st of each calendar year.

Section 5. Hours of Work

Gore shall devote her primary working time, energy, skill, and best efforts to the performance of her duties hereunder in a manner that will faithfully and diligently conform to the appropriate standard of care, and further the legitimate professional and business interests of the City. Gore shall be required to maintain regular office hours as may be required to maintain full time employment status with the City. In addition, Gore shall be on call at all times to perform arraignments and sign warrants, or otherwise discharge the duties required herein. Gore freely acknowledges that the hours during which she shall perform the job duties set forth herein may vary from time to time, both in terms of total hours per week or time of day.

Section 6. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Gore as the case may be at the address set forth opposite the signature of the Party.

Section 7. Entire Agreement

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

Section 8. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Section 9. Governing Law

This Agreement is governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

Section 10. Amendment

This Agreement may be amended by the mutual written agreement of the Parties.

Section 11. Legal Construction

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

[Signature Page to Follow]

EXECUTED this _____ day of December 2020.

CYNTHIA PORTER GORE

CITY OF ALLEN, TEXAS

By: _____

Cynthia Porter Gore
Municipal Court Judge

Address: 301 Century Parkway
Allen, Texas 75013

By: _____

Eric Ellwanger
City Manager

305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____

Shelley B. George, TRMC, CMC
City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

December 8, 2020

SUBJECT:

Reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and Authorize the City Manager to Execute Employment Agreements Relating to their Appointments for a Period Ending December 31, 2022.

STAFF RESOURCE:

Cynthia Porter Gore, Municipal Court Judge
Eric Ellwanger, City Manager

PREVIOUS COUNCIL ACTION:

On February 14, 2017, the City Council approved the initial two year contracts with Judge Montemayor and Judge McDermitt.

ACTION PROPOSED:

Reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and Authorize the City Manager to Execute Employment Agreements for a Period Ending December 31, 2022.

BACKGROUND

Section 3.08 of the City Charter requires the City Council appointment of an Alternate Municipal Court Judge every two years. The Alternate Judge performs judicial services on scheduled weekends for the City and also presides over Teen Court. The Alternate Judge may also perform judicial duties in assisting Judge Gore with other court related duties in her absence. Judge Gore is recommending that contracts be executed with Michelle Montemayor and Donald McDermitt for the Alternate Municipal Court Judge position and associated duties.

Ms. Montemayor is an Allen resident who currently serves as Assistant Regional Counsel of the General Counsel. She brings over twenty-five years of relevant experience as an attorney and is Licensed and in good standing with the State Bar of Texas.

Mr. McDermitt is also licensed and in good standing with the State Bar of Texas since 1978. He has practiced in Collin County since 1983 specifically in the areas of Criminal Defense, Juvenile, and representation of respondents within the Texas Family Code and the Texas Department of Family and Protective Services (CPS).

BUDGETARY IMPACT

The Municipal Court operating budget will cover the costs associated with the Alternate Municipal Court Judge contracts.

STAFF RECOMMENDATION

Staff recommends the City Council reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and authorize the City Manager to execute employment agreements relating to their appointments for a period ending December 31, 2022.

MOTION

I make a motion to reappoint Michelle Montemayor and Donald McDermitt as the Alternate Municipal Court Judges and authorize the City Manager to execute employment agreements relating to their appointments for a period ending December 31, 2022.

ATTACHMENTS:

Agreement_Montemayor

Agreement_McDermitt

THE STATE OF TEXAS §
COUNTY OF COLLIN § EMPLOYMENT AGREEMENT
§

This agreement ("Agreement") is made and entered into by and between the City of Allen, Texas (the "City"), and Michelle Myers Montemayor ("Montemayor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage and provide for the compensation of Montemayor, as an independent contractor and not as an employee, to serve as the Alternate Municipal Court Judge as provided by the City Charter and State Law; and

WHEREAS, Montemayor desires to provide services to the City as an Alternate Municipal Court Judge on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Section 1. Scope of Services

City hereby engages Montemayor, and Montemayor hereby agrees to provide services as the Alternate Municipal Court Judge every other calendar weekend or as mutually agreed to by Montemayor and the Municipal Court Judge during the term hereof in the capacity of a magistrate serving in the absence of the Municipal Court Judge, including, but not limited to, performing arraignments in the Allen City Jail, reviewing and signing arrest, blood, and search warrants, and magistrate Juveniles for the purpose of obtaining voluntary statements. The Alternate Municipal Judge shall also preside over the Municipal Court in the absence of the Municipal Court Judge, including, but not limited to, presiding over regularly scheduled docket hearings and trials. The Alternate Municipal Court Judge shall preside over Teen Court trials, which are scheduled on two evenings a month from September through May, and one evening per month during the summer.

The Alternate Municipal Court Judge shall provide assistance as needed to the Municipal Court Judge regarding the City's warrant round ups as scheduled.

Section 2. Term

Montemayor shall provide services to the City as Alternate Municipal Court Judge beginning January 1, 2021, through and including December 31, 2022. A performance and contract review shall be conducted annually. This Agreement shall automatically terminate without notice in the event Montemayor resigns or is removed from office as the Alternate Municipal Court Judge by the City Council. In the event of resignation or removal from office, Montemayor shall be paid for services rendered as of the date of termination or resignation. Nothing contained herein shall be construed to limit or prohibit the City Council from removing Montemayor as the Alternate Municipal Court Judge or to terminate this Agreement under the City Charter and applicable State Law.

Section 3. Compensation

City agrees to pay Montemayor for services rendered herein the sum of \$134.00 per hour for the term of January 1, 2021 through December 31, 2021, and the sum of \$138.00 per hour for the term January 1, 2022 through December 31, 2022, with a minimum 1-hour guarantee for all services actually rendered. The City shall provide payment for services within 15 days after receipt of an invoice submitted by Montemayor to the City's Finance Department.

Section 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Montemayor, as the case may be, at the address set forth below the signature of the Party.

Section 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

Section 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned without the prior written consent of the City.

Section 7. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Collin County, Texas. Exclusive venue shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 8. Amendment

This Agreement may be amended by the mutual written agreement of the Parties.

Section 9. Legal Construction

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

Section 10. Independent Contractor

It is understood and agreed by and between the Parties that Montemayor, in satisfying the conditions of this Agreement, is acting independently, and that the City does not assume any responsibility or liability to any third-party in connection with these actions. All services to be performed by Montemayor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Montemayor shall supervise the performance of her services and shall be entitled to control

the manner and means by which her services are to be performed, subject to the terms of this Agreement. City agrees during the term of this Agreement, at its costs, to obtain and maintain public official liability insurance covering the acts and omissions by Montemayor in the scope of her duties and responsibilities as Alternate Municipal Court Judge.

Section 11. Training

Montemayor agrees to participate in all required professional training related to the position of Alternate Municipal Court Judge. The City shall pay for all local (within the DFW metro area) training that has been approved in advance by the City Manager or designee. Registration costs associated with required professional training outside of the DFW area shall be paid by the City, however, all travel, lodging, and meal expenses shall be the responsibility of Montemayor.

Section 12. Effective Date

This Agreement shall become effective January 1, 2021.

[Signature Page to Follow]

EXECUTED this ____ day of December 2021.

MICHELLE M. MYERS MONTEMAYOR

CITY OF ALLEN, TEXAS

By: _____

Michelle M. Myers Montemayor

Address: 301 Century Parkway
Allen, Texas 75013

By: _____

Eric Ellwanger

305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____

Shelley B. George, TRMC, CMC
City Secretary

THE STATE OF TEXAS	§	
COUNTY OF COLLIN	§	EMPLOYMENT AGREEMENT
	§	

This agreement ("Agreement") is made and entered into by and between the City of Allen, Texas (the "City"), and Donald McDermitt ("McDermitt ") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage and provide for the compensation of McDermitt, as an independent contractor and not as an employee, to serve as the Alternate Municipal Court Judge as provided by the City Charter and State Law; and

WHEREAS, McDermitt desires to provide services to the City as an Alternate Municipal Court Judge on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Section 1. Scope of Services

City hereby engages McDermitt, and McDermitt hereby agrees to provide services as the Alternate Municipal Court Judge every other calendar weekend or as mutually agreed to by McDermitt and the Municipal Court Judge during the term hereof in the capacity of a magistrate serving in the absence of the Municipal Court Judge, including, but not limited to, performing arraignments in the Allen City Jail, reviewing and signing arrest, blood, and search warrants, and magistrate Juveniles for the purpose of obtaining voluntary statements. The Alternate Municipal Judge shall also preside over the Municipal Court in the absence of the Municipal Court Judge, including, but not limited to, presiding over regularly scheduled docket hearings and trials. The Alternate Municipal Court Judge shall preside over Teen Court trials, which are scheduled on two evenings a month from September through May, and one evening per month during the summer.

The Alternate Municipal Court Judge shall provide assistance as needed to the Municipal Court Judge regarding the City's warrant round ups as scheduled.

Section 2. Term

McDermitt shall provide services to the City as Alternate Municipal Court Judge beginning January 1, 2021, through and including December 31, 2022. A performance and contract review shall be conducted annually. This Agreement shall automatically terminate without notice in the event McDermitt resigns or is removed from office as the Alternate Municipal Court Judge by the City Council. In the event of resignation or removal from office, McDermitt shall be paid for services rendered as of the date of termination or resignation. Nothing contained herein shall be construed to limit or prohibit the City Council from removing McDermitt as the Alternate Municipal Court Judge or to terminate this Agreement under the City Charter and applicable State Law.

Section 3. Compensation

City agrees to pay McDermitt for services rendered herein the sum of \$134.00 per hour for the term of January 1, 2021 through December 31, 2021, and the sum of \$138.00 per hour for the term January 1, 2022 through December 31, 2022, with a minimum 1-hour guarantee for all services actually rendered. The City shall provide payment for services within 15 days after receipt of an invoice submitted by McDermitt to the City's Finance Department.

Section 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or McDermitt, as the case may be, at the address set forth below the signature of the Party.

Section 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

Section 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned without the prior written consent of the City.

Section 7. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Collin County, Texas. Exclusive venue shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 8. Amendment

This Agreement may be amended by the mutual written agreement of the Parties.

Section 9. Legal Construction

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

Section 10. Independent Contractor

It is understood and agreed by and between the Parties that McDermitt, in satisfying the conditions of this Agreement, is acting independently, and that the City does not assume any responsibility or liability to any third-party in connection with these actions. All services to be performed by McDermitt pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. McDermitt shall supervise the performance of his services and shall be entitled to control

the manner and means by which his services are to be performed, subject to the terms of this Agreement. City agrees during the term of this Agreement, at its costs, to obtain and maintain public official liability insurance covering the acts and omissions by McDermitt in the scope of his duties and responsibilities as Alternate Municipal Court Judge.

Section 11. Training

McDermitt agrees to participate in all required professional training related to the position of Alternate Municipal Court Judge. The City shall pay for all local (within the DFW metro area) training that has been approved in advance by the City Manager or designee. Registration costs associated with required professional training outside of the DFW area shall be paid by the City, however, all travel, lodging, and meal expenses shall be the responsibility of McDermitt.

Section 12. Effective Date

This Agreement shall become effective January 1, 2021.

[Signature Page to Follow]

EXECUTED this ____ day of December 2020.

DONALD R. MCDERMITT

CITY OF ALLEN, TEXAS

By: _____

Donald R. McDermitt

Address: 301 Century Parkway
Allen, Texas 75013

By: _____

Eric Ellwanger
City Manager

305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____

Shelley B. George, TRMC, CMC
City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

December 8, 2020

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Medical Clinic Use for a 3,987± Square Foot Portion of a Building Located on Lot 6, Greenway-Allen Retail Addition; Generally Located South of McDermott Drive and East of U.S. Highway 75 (and commonly known as 325 S. Central Expressway). [FastDoc Urgent Care]

STAFF RESOURCE:

Haley Angel, Senior Planner

PREVIOUS COUNCIL ACTION:

Specific Use Permit - Approved July, 2018

BOARD / COMMISSION ACTION:

On December 1, 2020, the Planning and Zoning Commission voted 6 in favor (Commissioners Trahan, Shaikh, Metevier, Ogrizovich, Burkhardt and Smiddy) and 0 opposed to recommend approval of the request.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit SUP for a Medical Clinic Use for a 3,987± Square Foot Portion of a Building Located on Lot 6, Greenway-Allen Retail Addition; Generally Located South of McDermott Drive and East of U.S. Highway 75 (and commonly known as 325 S. Central Expressway). [FastDoc Urgent Care]

BACKGROUND

The property is generally located south of McDermott Drive and east of U.S. Highway 75 (and commonly known as 325 S. Central Expressway). The properties to the north, east, and south are zoned Shopping Center SC. The properties to the west (across U.S. Highway 75) are zoned Planned Development PD No. 55 Commercial/Office C/O and Planned Development PD No. 8 General Business GB.

The property is currently zoned Shopping Center SC. The Allen Land Development Code requires a Specific Use Permit (SUP) for a Medical Clinic use within the SC zoning district. This location was formerly used as a medical clinic by American Family Care and was granted a Specific Use Permit by the City Council in July 2018. The applicant is proposing to tenant the same 3,987± square foot suite for a similar urgent care facility. Staff categorizes this use as a Medical Clinic use.

The applicant submitted a business summary in conjunction with the SUP application. The submitted business summary indicates that FastDoc Urgent Care will provide urgent care services and treat to walk-ins and patients with appointments daily with operating hours of 8:00 a.m. to 8:00 p.m.

The Specific Use Permit request has been reviewed by staff and meets the standards of the Allen Land Development Code.

On December 1, 2020, the Planning and Zoning Commission recommended approval of the item.

LEGAL NOTICES

Public Hearing Sign - November 20, 2020

Public Hearing Letters - November 20, 2020

Newspaper Notice - November 19, 2020

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ for Specific Use Permit No. 177 for a Medical Clinic use.

ATTACHMENTS:

Ordinance

Property Notification Map

SUP Site Plan

Minutes from the December 1, 2020 Planning and Zoning Commission Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY GRANTING SPECIFIC USE PERMIT NO. 177 AUTHORIZING A 3,987± SQUARE FOOT PORTION OF A BUILDING LOCATED ON LOT 6, GREENWAY-ALLEN RETAIL ADDITION; PRESENTLY ZONED AS SHOPPING CENTER “SC” ZONING DISTRICT TO BE USED FOR A MEDICAL CLINIC USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Allen, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be further amended as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 177 for a 3,987± square foot portion of a building located on Lot 6, Greenway-Allen Retail Addition recorded in Cabinet J, Page 57, Plat Records, Collin County, Texas, and depicted on Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), said building being addressed as 325 Central Expressway, Allen, Texas, and presently zoned Shopping Center “SC” Zoning District, to be developed and used for a Medical Clinic use.

SECTION 2. The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code Zoning Regulations, as heretofore amended, and as amended herein, and, if developed and used for Medical Clinic purposes, shall be subject to the following special conditions:

- A. The Specific Use Permit granted hereby is expressly limited to the area of the Property shown as shaded on the SUP Site Plan attached hereto as Exhibit “A” and incorporated herein by reference.
- B. Only FastDoc Urgent Care, or a legal entity owned or controlled by FastDoc Professional Association, is authorized by this Ordinance to use the Property for a Medical Clinic use.

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 8TH DAY OF DECEMBER 2020.

APPROVED:

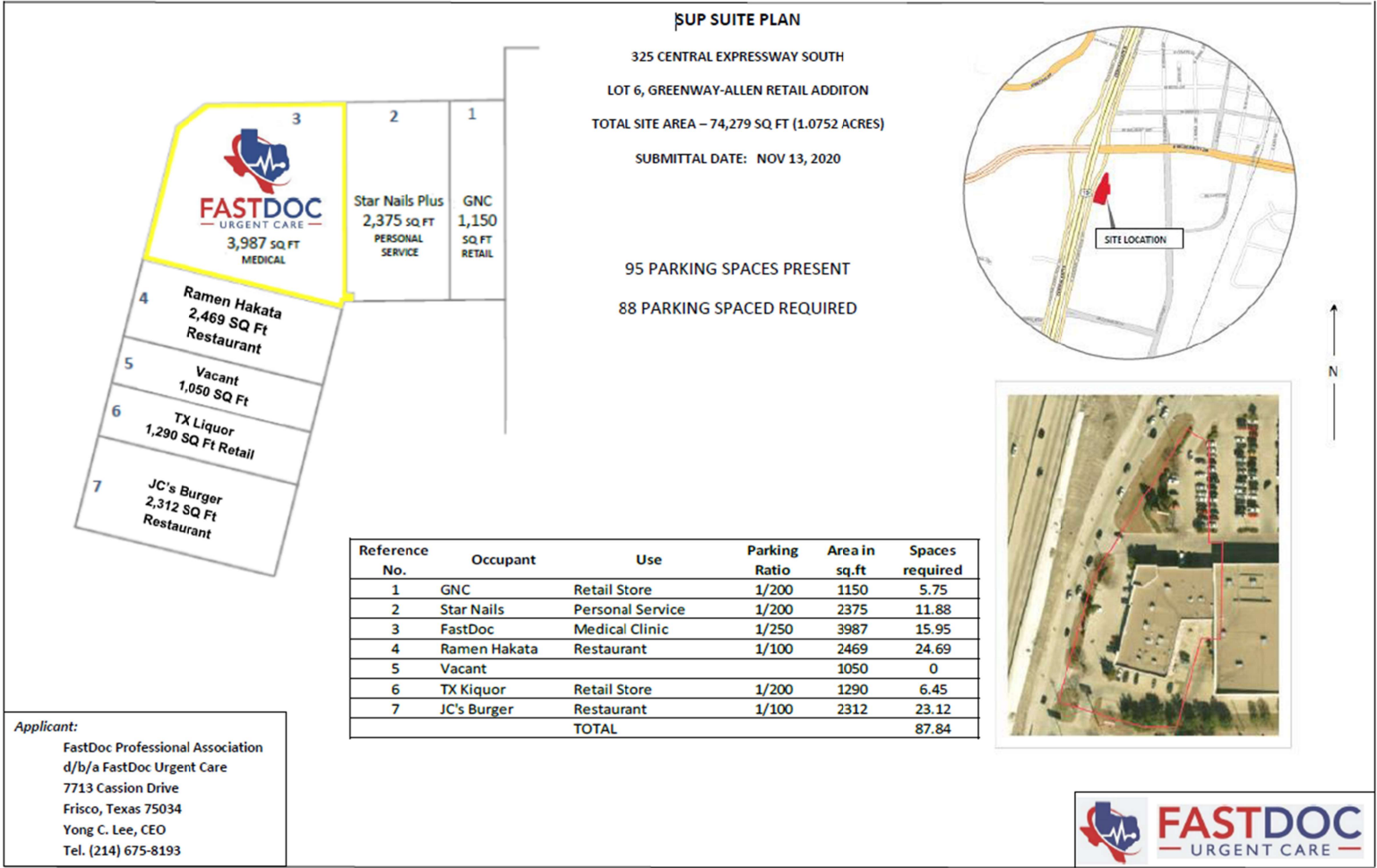
Kenneth M. Fulk, MAYOR

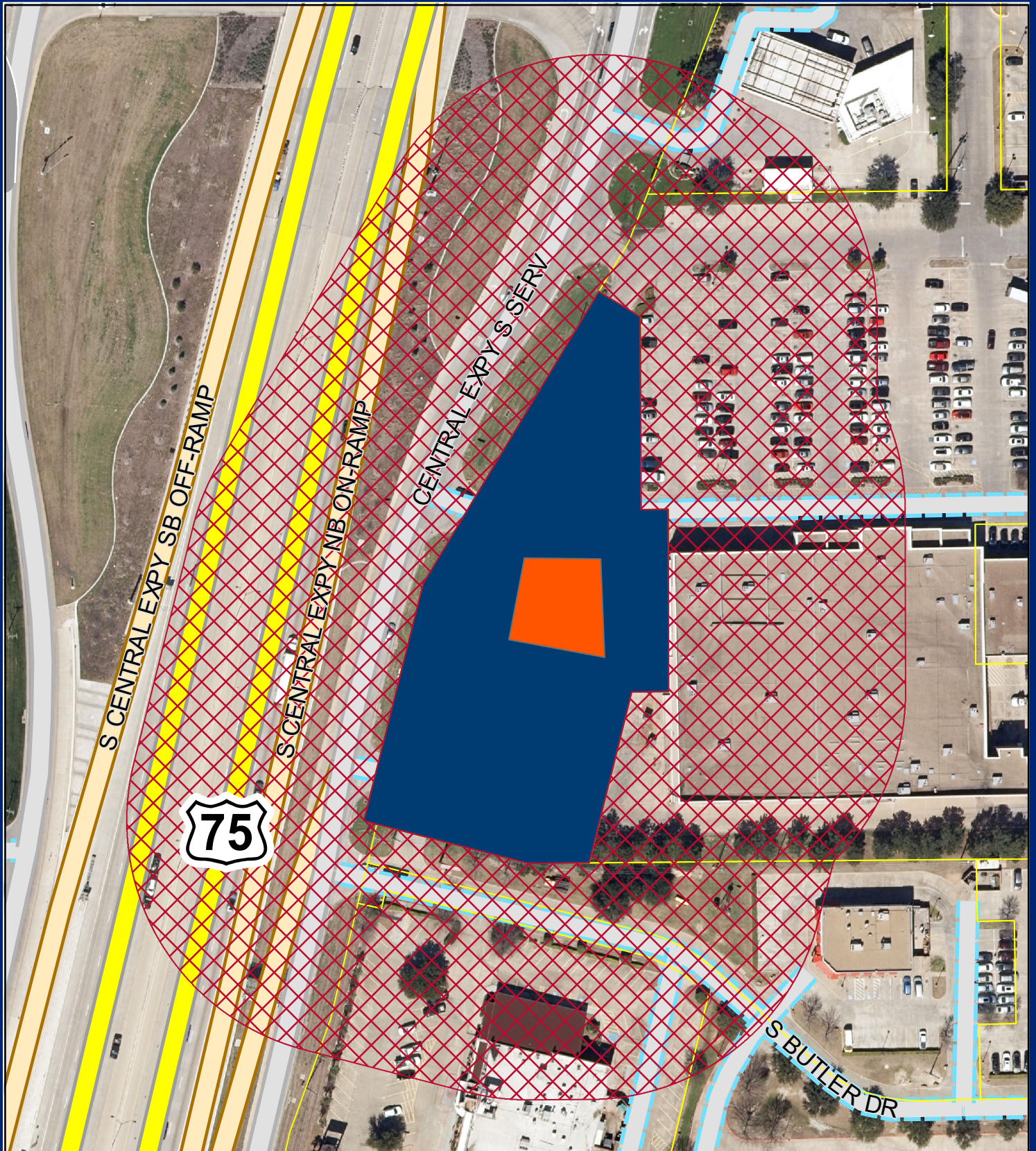
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:11/19/2020:119211)

Shelley B. George, TRMC, CITY SECRETARY





Location Map
FastDoc Urgent Care
325 Central Expy S
Suite 6

Map Legend

- FastDoc Suite
- FastDoc Buffer
- FastDoc Parcel
- CollinCAD Parcels

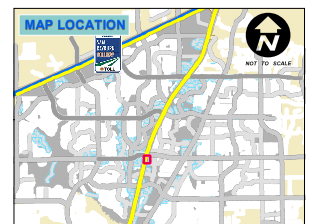


0 30 60 90
 Feet

Community Development - Planning

Date Saved: 11/12/2020

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



SUP SUITE PLAN

325 CENTRAL EXPRESSWAY SOUTH

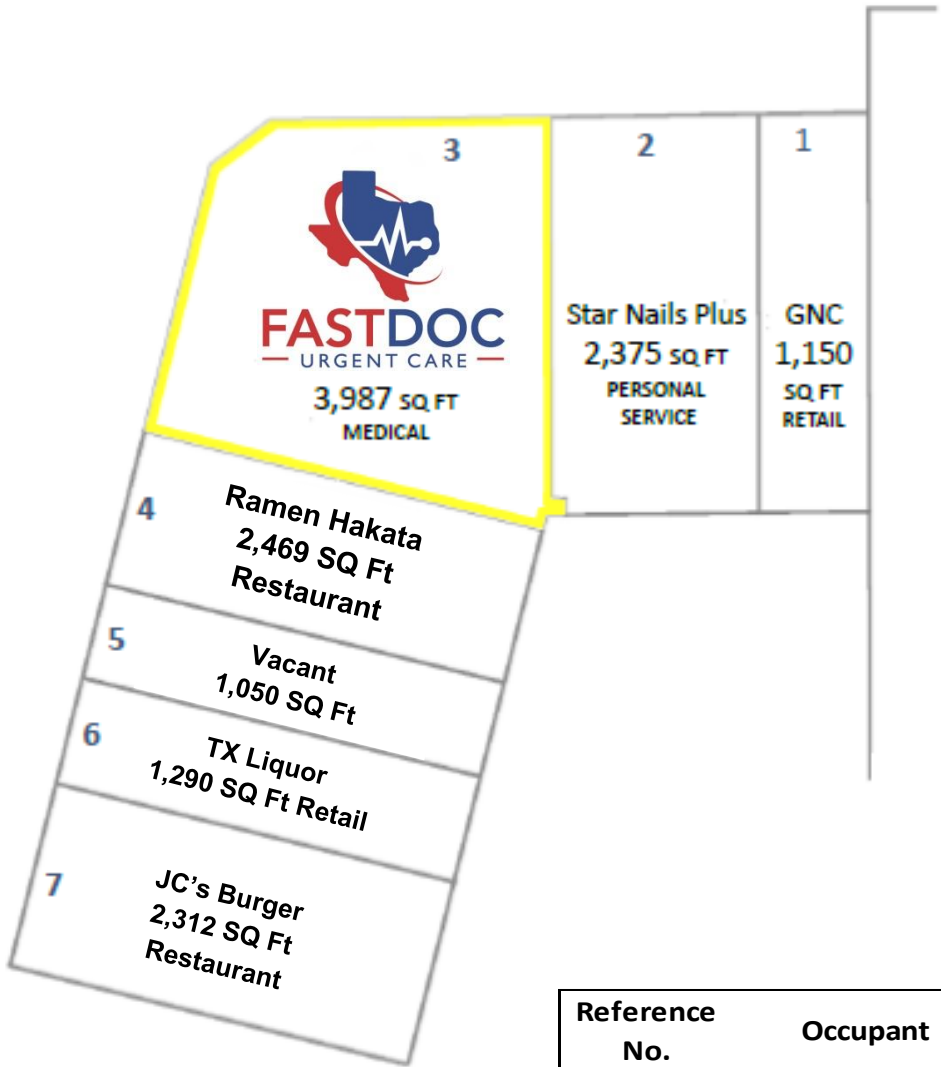
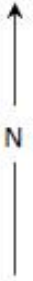
LOT 6, GREENWAY-ALLEN RETAIL ADDITON

TOTAL SITE AREA – 74,279 SQ FT (1.0752 ACRES)

SUBMITTAL DATE: NOV 13, 2020

95 PARKING SPACES PRESENT

88 PARKING SPACED REQUIRED



Reference No.	Occupant	Use	Parking Ratio	Area in sq.ft	Spaces required
1	GNC	Retail Store	1/200	1150	5.75
2	Star Nails	Personal Service	1/200	2375	11.88
3	FastDoc	Medical Clinic	1/250	3987	15.95
4	Ramen Hakata	Restaurant	1/100	2469	24.69
5	Vacant			1050	0
6	TX Kiquor	Retail Store	1/200	1290	6.45
7	JC's Burger	Restaurant	1/100	2312	23.12
	TOTAL				87.84

Applicant:

FastDoc Professional Association
d/b/a FastDoc Urgent Care
7713 Cassion Drive
Frisco, Texas 75034
Yong C. Lee, CEO
Tel. (214) 675-8193



December 1, 2020 Planning and Zoning Commission Meeting Minutes

Public Hearing - Conduct a Public Hearing and Consider a Request for a Specific Use Permit SUP for a Medical Clinic Use for a 3,987± Square Foot Portion of a Building Located on Lot 6, Greenway-Allen Retail Addition; Generally Located Approximately 500± Feet South of McDermott Drive and Directly East of U.S. Highway 75 (and Commonly Known as 325 S. Central Expressway). (SUP- 111320-0008) [FastDoc Urgent Care]

Ms. Russell, Planner, presented the item to the Commission.

Ms. Russell stated that the Specific Use Permit meets the requirement of the Allen Land Development Code. She noted that staff is in support of the agenda item.

Chair Trahan opened the public hearing

With no one wishing to speak, Chair Trahan closed the public hearing.

The commission discussed the requirement for a new Specific Use Permit for a medical clinic at the location that was previously granted a Specific Use Permit for the same use.

Motion: Upon a motion by Commissioner Smiddy, and a second by Commissioner Burkhardt, the Commission voted 6 IN FAVOR and 0 OPPOSED to recommend approval of the request granting a Specific Use Permit for a Medical Clinic use for a portion of Lot 6, Greenway-Allen Retail Addition, subject to the development regulations and SUP Site Plan, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
Jeff Burkhardt
Elias Shaikh
Michael Smiddy
John Ogrizovich

Absent:

Stephen Platt, Jr., 1st Vice-Chair

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	December 8, 2020
SUBJECT:	Conduct the Election of Mayor Pro Tem.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Election of Mayor Pro Tem

BACKGROUND

According to Section 2.05 of the Allen City Charter, "The council shall elect from among the councilmembers a mayor pro tempore who shall act as mayor during the absence or disability of the mayor."

MOTION

I nominate _____ as Mayor Pro Tem.

(The Mayor will read each name in the order nominated and the Council shall vote until a member is elected as Mayor Pro Tem.)