



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
MAY 11, 2021 - 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.

1. Consider All Matters Incident and Related to the Joint General Election Held on May 1, 2021.
 - Canvass of Election Returns.
 - Adopt a Resolution Declaring the Results of the Joint General Election for City Councilmembers.
2. Recognition of Outgoing Councilmember Kurt Kizer.
3. Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.

Public Recognition.

4. 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.]

5. Presentation of a Proclamation by the Office of the Mayor.
 - Presentation of a Proclamation to the City of Allen Community Services Department, Proclaiming May 16-22, 2021, as *Public Works Week*.
6. Annual Report by Greg Roemer, President of Community Waste Disposal, Inc. (CWD)

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.]

7. Approve Minutes of the April 27, 2021, Regular City Council Meeting.
8. Adopt a Resolution Ordering the June 5, 2021, General Runoff Election for the Purpose of Electing the City Councilmembers for Place Nos. 3 and 5.
9. Adopt a Resolution Supporting a Grant Application by the Five North Texas Municipal Water District Solid Waste Member Cities to Fund a Technical Study on the Feasibility of Beginning a Food Waste Source Reduction Program.
10. Award Bid and Authorize the City Manager to Execute a Contract with Restocon Corporation for Labor, Equipment, and Installation in the Amount of \$239,444 and with The Garland Company for the Materials in the Amount of \$144,827 for the City Hall Waterproofing Project.
11. Award Bid and Authorize the City Manager to Execute a Contract with SDB, Inc., doing business as SDB Contracting Services for the South Garage Fire Damage Repairs at the Allen Event Center in the Amount of \$107,227.
12. Motion to Reappoint Mr. James Kerr to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2021, through May 31, 2023.

Regular Agenda.

13. Motion to Accept the City of Allen Strategic Plan.

Other Business.

14. Calendar.
 - May 24 - June 1 - General Runoff Election Early Voting Period
15. 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.)

16. Reconvene and Consider Action on Items Resulting from 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, May 7, 2021, 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:

May 11, 2021

SUBJECT:

Consider All Matters Incident and Related to the Joint General Election Held on May 1, 2021.

- Canvass of Election Returns.
- Adopt a Resolution Declaring the Results of the Joint General Election for City Councilmembers.

STAFF RESOURCE:

Shelley B. George, City Secretary

ACTION PROPOSED:

Consider All Matters Incident and Related to the Joint General Election Held on May 1, 2021.

BACKGROUND

Section 7.08 of the Allen City Charter states:

"Returns of all municipal elections, both general and special, shall be made in accordance with the Texas Election Code, at which time the council shall canvass the votes, declare the results of such election, with notification of election to the candidate elected."

and Section 67.003 of the Texas Election Code states:

"Each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not earlier than the eighth day or later than the 11th day after Election Day."

The Early Voting Ballot Board will reconvened on Friday, May 7th to count returned military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots.

STAFF RECOMMENDATION

Staff recommends that the City Council conduct the canvass and consider the proposed Resolution declaring the results of the May 1, 2021, Joint General Election in accordance with State Law and the Allen City Charter.

MOTION

I make a motion to adopt Resolution No. _____ declaring the results of the May 1, 2021, Joint General Election.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE JOINT GENERAL ELECTION OF THE CITY OF ALLEN HELD MAY 1, 2021, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBERS FOR PLACE NOS. 1, 3 AND 5; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and,

WHEREAS, it is imperative to consider the returns of the election held on May 1, 2021, for the purpose of electing the hereinafter named officials; and,

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body as follows:

	EARLY VOTES CAST	BALLOTS BY MAIL	REGULAR VOTES CAST	PROVIS- IONAL BALLOTS	TOTAL VOTES CAST
COUNCILMEMBER PLACE NO. 1					
CHRISTOPHER GASPARD	147	13	75	1	236
MALCOM J. WILKINSON	158	18	77	0	253
DAREN MEIS	3,072	45	1,558	2	4,677
NATHAN POLSKY	157	17	123	0	297
ANDRE HINES	138	16	92	2	248
DWIGHT BURNS	2,261	170	1,094	4	3,529
COUNCILMEMBER PLACE NO. 3					
JOSEPH JACKSON	99	13	64	1	177
JOEY HERALD	929	33	446	2	1,410
LAUREN DOHERTY	2,491	213	1,288	4	3,996
DAVE CORNETTE	2,563	37	1,318	3	3,921
KENNETH WINEBURG, JR.	43	4	21	0	68
COUNCILMEMBER PLACE NO. 5					
DIANE MARTIN	512	75	268	3	858
DAVE SHAFER	2,848	42	1,475	2	4,367
PHILIP BREWER	2,393	153	1,164	4	3,714
EDSON MUREEBA	116	13	72	0	201

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

SECTION 1. Said election was duly called, that notice of said election was given in accordance with law, and that said election was held in accordance with law, and that Daren Meis was duly elected Councilmember Place No. 1. Above named party is hereby declared duly elected Councilmember for Place No. 1, subject to the taking of the oath-of-office as provided by the laws of the State of Texas. It appearing that no one candidate

received a majority of all votes cast for the offices of Councilmembers for Place No. 3 and 5, it is hereby declared a runoff election is to be held on June 5, 2021, for the two candidates who received the highest and second highest number of votes.

SECTION 2. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 3. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 11TH DAY OF MAY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	May 11, 2021
SUBJECT:	Recognition of Outgoing Councilmember Kurt Kizer.
STAFF RESOURCE:	Shelley B. George, City Secretary

BACKGROUND

Mayor Fulk and the Allen City Council will recognize Councilmember Kurt Kizer for his 12 years of service to the City of Allen.

Councilmember Kurt Kizer was first elected to the Allen City Council in 2012 and was reelected in 2015 and 2018. As a member of Council, Kizer has worked as a member of the Finance/Audit Committee, the Nominating Committee, and Community Development Corporation. He has previously served as council liaison for the Planning and Zoning Commission and Public Art Committee.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	May 11, 2021
SUBJECT:	Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.

BACKGROUND

According to Section 2.15 of the Allen City Charter, "the first meeting of each newly elected council, for induction into office, shall be held at the first regular meeting following its election"

The General Election of the Allen City Council was held on May 1, 2021. The Allen City Council will conduct the Canvass of the Election on May 11, 2021, at which time the following candidate, having secured a majority of votes in Council Place No. 1, will be declared duly elected:

Councilmember Place No. 1: Daren Meis

City Secretary Shelley George will administer the Oath-of-Office to the duly elected Councilmember.

Mayor Fulk will present the Certificate-of-Election to the duly elected councilmember.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 11, 2021

SUBJECT:

Presentation of a Proclamation by the Office of the Mayor.

- Presentation of a Proclamation to the City of Allen Community Services Department, Proclaiming May 16-22, 2021, as *Public Works Week*.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Proclamation

*Office of the Mayor
City of Allen*

Proclamation

- WHEREAS,** 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association; and,
- WHEREAS,** the productivity of public works facilities and services, as well as their planning, design and construction, could not be provided without the efforts and skill of public works employees; and,
- WHEREAS,** the efficiency of the qualified and dedicated personnel who staff the Community Services and Engineering Departments is influenced by the citizen's outlook and understanding of the importance of the work they perform; and,
- WHEREAS,** this year's theme "*Stronger Together*" magnifies the impact citizens and public works professionals can have by working together in their communities to accomplish goals once thought unattainable.

NOW, THEREFORE, I, KENNETH M. FULK, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim May 16-22, 2021, as:

"PUBLIC WORKS WEEK"

in Allen, Texas, and I urge all citizens to take cognizance of this event and participate in all the events related thereto in this community.

Kenneth M. Fulk, MAYOR

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 11, 2021

SUBJECT:

Approve Minutes of the April 27, 2021, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: May 11, 2021

SUBJECT: Adopt a Resolution Ordering the June 5, 2021, General Runoff Election for the Purpose of Electing the City Councilmembers for Place Nos. 3 and 5.

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Adopt a Resolution Ordering the June 5, 2021, General Runoff Election for the Purpose of Electing the City Councilmembers for Place Nos 3 and 5.

BACKGROUND

On May 1, 2021, the Joint General Election was held in which no candidate received a majority of the votes cast for City Councilmember Place Nos. 3 and 5.

According to Section 7.04(3) of the Allen City Charter, "In the event no candidate receives a majority of all the votes cast for all the candidates for an office, the council shall order a runoff election to be held not earlier than twenty (20) days nor later than forty-five (45) days after the final canvass of the regular election, or such other time period as may be prescribed by state law."

The Texas Election Code states that the runoff election must be ordered "not later than the fifth day after the date of the final canvass of the main election is completed." [EC 2.024]

In accordance with the Texas Election Code and the Allen City Charter, the Allen City Council is responsible for ordering a General Runoff Election. The order of the election is shown in the form of the attached resolution. Pursuant to the Election Services Contract authorized by Resolution No. 3801-2-21(R), the Elections Administrator of Collin County shall serve as Elections Administrator for the election.

STAFF RECOMMENDATION

Staff recommends that City Council adopt a Resolution ordering the June 5, 2021, General Runoff Election.

MOTION

I make a motion to adopt Resolution No. _____ ordering the June 5, 2021, General Runoff Election.

ATTACHMENTS:

Resolution

Runoff Election Calendar

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ORDERING A GENERAL RUNOFF ELECTION TO BE HELD ON JUNE 5, 2021, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBERS FOR PLACE NOS. 3 AND 5; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. A General Runoff Election is hereby ordered for June 5, 2021, for the purpose of electing the City Councilmembers for Place Nos. 3 and 5. City Councilmembers for Place Nos. 3 and 5 shall be elected to hold office for a period of three years.

SECTION 2. Pursuant to the Election Services Contract authorized by Resolution No. 3801-2-21(R), the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. Votes for said election shall be cast by Collin County voters utilizing ExpressVote universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, and DS200 ballot counters, and is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

SECTION 3. Notice of the General Runoff Election shall be posted on the bulletin board used to post notice of the City Council meetings, the City's website and be published in a newspaper of general circulation in the City. That said notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of posting, starting date, and the place of posting.

SECTION 4. The polling places, county vote centers, and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Allen for the 2021 Runoff Election will be designated by the Collin County Election Administrator. A full list of voting locations will be provided in a subsequent Election Notice.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

The Collin County Elections Office, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069, is hereby designated the main early voting place. Early voting by personal appearance shall also be conducted at Allen Municipal Court Parks and Recreation Department Building, 301 Century Parkway, Allen, Texas.

City of Allen voters may vote at any of the additional Election Day or Early Voting locations open under full contract services with the Collin County Elections Administration. If the Election Services Contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on May 25, 2021.

Early voting for the Runoff Election shall begin on Monday, May 24, 2021, and end Tuesday, June 1, 2021, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, May 24, 2021 through Thursday, May 27, 2021	8:00 A.M. to 5:00 P.M.
Friday, May 28, 2021	7:00 A.M. to 7:00 P.M.
Saturday, May 29, 2021	8:00 A.M. to 5:00 P.M.
Tuesday, June 1, 2021	7:00 A.M. to 7:00 P.M.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

SECTION 5. The City Secretary shall present the General Runoff Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidates for Councilmember for Place No. 3 and Place No. 5 that receives a majority of valid votes by qualified voters at the election shall be declared elected.

SECTION 6. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 11TH DAY OF MAY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY



CALENDAR

2021 GENERAL RUNOFF ELECTION

<u>DATE</u>	<u>ACTION</u>
May 6	Last Day to register to vote
May 14	Last Day for a candidate to withdraw their application for a place on ballot (by 5:00 p.m.)
May 24	First day to vote early in person
May 28	Due date for filing of Runoff report of campaign contributions and expenditures by opposed candidates and specific-purpose committees (by 5:00 p.m.)
June 1	Last day to vote early in person
June 5	RUNOFF ELECTION DAY
<i>June 16 (Tentative)</i>	<i>Official canvass of election returns by a quorum of the City Council</i>
June 22 (Tentative)	Oaths-of-Office administered to newly elected officials Mayor issues Certificates-of-Election
July 15	Last day for timely filing of final or semi-annual report of contributions and expenditures (by 5:00 p.m.)

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 11, 2021

SUBJECT:

Adopt a Resolution Supporting a Grant Application by the Five North Texas Municipal Water District Solid Waste Member Cities to Fund a Technical Study on the Feasibility of Beginning a Food Waste Source Reduction Program.

STAFF RESOURCE:

Steve Massey, Community Services Director

PREVIOUS COUNCIL ACTION:

Council has previously approved the submission of grant applications to the North Central Texas Council of Governments to compete for Award of State Allocated Solid Waste Grant Funding.

ACTION PROPOSED:

Adopt a Resolution Supporting a Grant Application by the Five North Texas Municipal Water District Solid Waste Member Cities to Fund a Technical Study on the Feasibility of Beginning a Food Waste Source Reduction Program.

BACKGROUND

The five (5) solid waste member cities of the North Texas Municipal Water District (NTMWD) are Allen, Plano, Frisco, McKinney and Richardson. The cities have agreed to jointly requesting a grant from the North Central Texas Council of Governments (NCTCOG) for a Food Waste Source Reduction Technical Study. This study will assess the financial and environmental impacts of a food waste reduction program to the five cities. The current concept is that it may be feasible to collect food wastes from grocery stores and dining based businesses while providing a cost reduction in waste services to the businesses.

Food waste comprises the fourth largest material disposed of in the landfill and is also the heaviest material disposed from commercial groceries and restaurants. These materials are rich in nutrients that can be used to process along with the regional composting program to enrich composted materials.

The diversion will increase landfill life expectancy, enrich the compost produced, and is thought to provide for a waste removal cost reduction to participating businesses.

The five (5) NTMWD solid waste member cities all have excellent recycling and yard waste programs in place for residential customers. Regionally, the next best opportunity for a waste-related environmental program improvement is thought to be in food waste recycling. The grant will analyze the food waste opportunity and evaluate the use of mechanical equipment to de-package food waste from store containers to remove packaging contamination. Nationally, it is found that grocery stores that discard food wastes due to spoilage will invest in food waste recycling as long as they do not have to remove the product packaging. Funding for a technical study will provide the necessary data to evaluate the benefits of a food waste source reduction program that will likely be run at the NTMWD Regional Disposal Facility (RDF) in Melissa so recycled products can be

incorporated into the composting operation that is located at that site.

A "Food Waste" discussion paper produced by the City of Plano is attached to provide more details of the potential program.

BUDGETARY IMPACT

Funding for the study will be through the NCTCOG grant with no funds required of the City at this time. Study management including grant funds will be handled by the City of Plano. Funding to support changes to the North Texas Municipal Water District compost site and needed infrastructure for the de-packaging machine and resulting ground material may be required in the future depending on project feasibility.

STAFF RECOMMENDATION

Staff recommends that the City Council Adopt a Resolution Supporting a Grant Application by the Five North Texas Municipal Water District Solid Waste Member Cities to Fund a Technical Study on the Feasibility of Beginning a Food Waste Source Reduction Program.

MOTION

I make a motion to adopt Resolution No. _____ supporting a Grant Application by the Five North Texas Municipal Water District Solid Waste Member Cities to fund a Technical Study on the Feasibility of Beginning a Food Waste Source Reduction Program.

ATTACHMENTS:

Resolution

Food Waste Discussion Paper

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, SUPPORTING THE FILING OF A GRANT APPLICATION BY THE CITY OF PLANO FOR REGIONAL FUNDS IN AN AMOUNT NOT TO EXCEED \$100,000 FOR A TECHNICAL STUDY RELATED TO FOOD WASTE DIVERSION THROUGH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AS PART OF A REGIONAL COLLABORATIVE PROJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Allen City Council is aware that a grant application will be submitted to the North Central Texas Council of Governments (NCTCOG) by the City of Plano, providing terms and conditions for a Source Reduction and Food Waste Recycling Technical Study; and,

WHEREAS, this Study will assess the financial and environmental impacts to Allen, Plano, Frisco, McKinney, and Richardson of a food waste reduction program utilizing mechanical equipment to de-package food waste and remove incidental amounts of contamination; and,

WHEREAS, the City of Plano is eligible to receive grant funding for this Program from NCTCOG and is of the opinion that utilizing such funding will provide the necessary technical data to evaluate a food waste reduction program; and,

WHEREAS, food waste is the heaviest material generated from commercial grocery stores and restaurants businesses and, therefore, has a significant impact on disposal costs; and,

WHEREAS, food waste diversion is an opportunity to potentially provide cost savings in commercial waste disposal that would benefit the North Texas Municipal Water District's five solid waste member cities by extending the life of the Regional Disposal Facility; and,

WHEREAS, upon full review and consideration of the technical study opportunity, and all matters attendant and related thereto, the Allen City Council supports submission of the grant application by the City of Plano and will cooperate with conduct of the technical study should the grant be awarded.

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

SECTION 1. The submission of the grant application by the City of Plano in an amount not to exceed \$100,000 for a Regional Source Reduction and Recycling Technical Study is supported by the City of Allen.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 11TH DAY OF MAY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

2021

Food Waste Recovery with a NTMWD Member City Partnership



City of Plano

Commercial Recycling Division

3/3/2021

Executive Summary

The North Texas Municipal Water District's (NTMWD) solid waste system, made of up the cities of Allen, Frisco, McKinney, Plano, and Richardson, generated approximately 650,000 tons of landfill waste in fiscal year 2019-20. To preserve limited landfill resources, these cities will need to address the growing issue of food waste. With residential and commercial recycling tonnages stabilizing, capturing food waste from the waste stream is the next feasible program to meet ever increasing diversion goals.

In November, 2017, the EPA announced a national goal of 50% recycling by 2030. This goal focuses on three measures:

1. Reduce contamination in recycling – this effort will include a broad approach, but largely focused on public education, minimizing confusion about recyclable material and appropriately measuring the recycled material leaving processing facilities.
2. Make our recycling processing system more efficient – this measure directly outlines the need to invest in infrastructure and equipment in order to capture more material from the current stream.
3. Strengthen the economic markets for recycled materials – this measure supports the use of recycled content in consumer products and will help stabilize commodity prices by continuing to drive consumer demand for recycled products.

This EPA goal has set in motion several actions by municipal governments and private organizations throughout the United States. In Texas, the NTCOG will use this goal and its measures in its upcoming grant opportunities. However, the update to Chapter 328.200, Subchapter K of the Texas Administrative Code in July of 2021, pre-dates the EPA's national goal. This change to Subchapter K requires government entities to have an onsite recycling program, and it establishes a preference for purchasing recycled materials.

These new legislative and regulatory developments on their own will not directly affect food waste recovery efforts, but it does speak to the changing direction of government involvement with municipal solid waste, and how recycling is supported in Texas. These actions are important, and they are more easily attainable with existing partnerships and established relationships.

Texas Pure Products is proof that partnerships work. The compost program diverts approximately 50,000 tons of yard trimmings from the landfill annually. Because of this existing program, food waste captured from the waste stream has an endpoint that is both beneficial to compost production, but also diversion totals for each city. Compost quality has improved from the beginning years, but has limitations. Texas Pure Products currently lacks the ability to process any food waste with even a small percentage of contamination. A food depackaging program would address this limitation and add substantial tonnage to production of compost for resell.

The City of Plano's Commercial Recycling Division has conducted extensive analysis and has determined a food depackaging system would resolve the issues with its former food waste initiatives. Visits to multiple states to observe depackaging equipment have educated our

Public Works Director, Compost Manager, Environmental Waste Services Manager and City leadership. Plano has conducted numerous audits on commercial customers, who have communicated support for a depackaging alternative.

The City of Plano prefers a depackaging operation partnership that would benefit all NTMWD cities. Because of the belief in the benefits of this program, Plano is prepared to pursue this project individually. Conservative estimates reveal some member city percentages associated with disposal costs will increase by at least 10% should Plano proceed with this initiative alone. Plano believes that through collaboration and participation by the NTMWD and all member cities, landfill life can be significantly extended and help stabilize disposal costs in the future.

The NTMWD landfill is serving over a million customers. Population forecasts predict 250,000 more people between the largest member cities alone in the next twenty years. The dense development of North Texas, and its strong retail and corporate presence provide the infrastructure which can support a large-scale food waste depackaging operation. This is the single biggest opportunity to extend landfill capacity and create a diversion opportunity that benefits all stakeholders environmentally and financially.

Program History

The City of Plano operated a cart-based food waste collection program for 21 years. With the assistance of a NTCOG Grant in 1999, Plano purchased an automated truck to collect food waste from commercial establishments utilizing 95-gallon carts. It became clear early in the program which type of generators could easily comply with the strict contamination requirements of the program. Although restaurants have plenty of food waste, few were able to maintain a satisfactory contamination level. Several corporations joined the program, and many chose to roll the carts closer to their kitchens, and then move them to their dock for collection. By 2005, about 45 PISD campuses were on the program. Grocery stores, with their abundant supply of perishables, found value in the program with significant savings on their trash bills.

Unfortunately, as the quality of Texas Pure Products continued to improve, the quality of the incoming food waste contributions continued to decline. In 2007, Commercial Recycling removed about 70 stops from the route due to contamination. This reduced the number of food waste stops from 120 to 50. However, this only resulted in a 10% decline in collected tons. This helped curb the contamination problem, but it exposed a significant flaw in the program: without the ability to process contamination and accept packaging, the program would always be limited.

In February 2020, Plano ceased its food waste program. Not enough customers who can contribute 100% clean food waste are available. The costs to run a truck for just over 40 customers far outweighed any environmental benefit of the program.

Although the program ultimately failed, it heightened the awareness of food waste recovery and the benefits of diverting that material from the landfill to hundreds of commercial

customers. Numerous commercial customers have expressed a desire to have the program return, but they understand the issue of contamination and packaging must first be addressed.

Texas Pure Products benefited greatly from the collected food waste and the rich nutrients it introduced into its products. Texas Pure does receive some food waste from private haulers, but to meet the demand for its premium compost line: more food waste is needed.

The Food Waste Business

Estimates from the USDA and EPA reveal that between 30% to 40% of all food produced ends up in a landfill. Per a 2010 baseline set the by the USDA, household food waste is estimated to be 218 pounds per person per year. A 2018 USDA study published by Forbes, updated this number to a pound a day per person. However, these figures don't include commercial generated food waste from restaurants, schools, corporations, grocery stores and other food waste generators. The commercial sector is full of concentrated streams of food waste. A depackaging operation would allow the NTMWD and its member cities to focus on the largest concentrations of food waste, not on servicing single family homes.

The North Texas Food Bank (NTFB) in Plano is the largest receiver in the North Texas area of food waste donations from grocery stores. This is a mutually beneficial relationship; grocery stores can write off the donation and the NTFB has the resources it needs to address food insecurity. Unfortunately, much of the food received has a short shelf life. In fact, the NTFB at times must landfill up to 50% of the incoming food. It takes time to process the donations and depending on inventory composition; some of the food simply can't be processed in time. The NTFB delivers a compactor of trash to the transfer station almost every day. 90%, (and sometimes 100%) of the contents of those compactor loads is food waste. At times, these loads are taken directly to the landfill due to high liquid content.

Other commercial generators of food waste may not have the volume of food waste as the NTFB, but their waste streams aren't much different. If a depackaging operation were immediately available, Plano conservatively estimates that a minimum of 10,000 annual tons of food waste from over 50 grocery stores would be diverted. As all of Plano's grocery store waste is taken to a NTMWD transfer station that represents well over \$400,000 of disposal costs. As this business plan will illustrate, even with the most conservative volume estimates, the costs associated with implementing a depackaging operation for Plano are not a barrier to move forward.

Source reduction has been the preferred way to reduce landfill tons of food waste. However, and as illustrated by the NTFB problem, all food eventually rots. While there is a justification for food insecurity programs, those programs and efforts have made minimal impacts on food waste to landfill numbers. There is a growing effort to bring as much edible food to market as possible, despite its appearance. Central Market stocks an ugly food section, where patrons can save money on food that isn't pretty but can be eaten just the same. Food Maven is also capitalizing on this movement by partnering with farmers whose crops always yield a percentage of ugly food. Food Maven is a large-scale receiver and distributor of ugly food with

an online marketplace. Their model serves hundreds of restaurants by selling ugly, yet edible food cheaper than traditional distributors. Food Maven opened a distribution center in Dallas in 2020. These are just a few examples of how edible food waste has been monetized, but these solutions don't address food waste disposal.

The goal of a depackaging operation, is to connect all organizations who generate food waste, or are in some capacity involved in food waste initiatives. There are individual partnerships and programs to address food waste in North Texas, but none provide access to all generators of food waste and address food insecurity and food waste diversion.

The partnership between Texas Pure Products and NTMWD cities provides a solid foundation on which to build an innovative food waste program. The NTMWD has significant control on operating costs and program access for all member cities. Member cities have significant control of waste within their cities since all utilize one operator to transport large volumes of commercial waste. Each vary in their enforcement methods of the landfill agreement with the NTMWD, but the majority of the commercial tons end up at the Melissa landfill. This arrangement creates the ideal marketing mix for a diversion program where route density is critical, and operating and processing costs are not solely controlled by for profit enterprises.

The cost businesses pay for disposal provides leverage to pay for the cost of operating a depackaging program. Customers paying per ton disposal at a transfer station, would pay a slightly lower tipping fee for loads diverted to Texas Pure. Most corporations prefer to divert as much material from the landfill as possible. However, the lack of equipment to address inevitably contaminated loads prevents most from participating. This is the same issue for every food waste generator, and for grocery stores and the North Texas Food Bank, it means packaged food is considered contamination.

Plano has estimated that it would divert 65,000 tons of commercial food waste within a few years of program implementation. Estimates for all member cities participating are 175,000 tons of yearly food waste. Since all of Plano commercial customers waste utilizes a transfer station, 65,000 tons represents 2.5 million dollars of disposal costs, add another \$300,000 if you are calculating the actual cost to businesses paying the franchise rate of \$43.35. If all member cities participated and 80% utilize the transfer stations, 140,000 tons in disposal is 5.3 million in disposal costs. Another 20% of 175,000 tons directly to landfill at \$28 per ton is almost another 1 million in disposal costs. 6 million in disposal costs is well beyond any concerns of initial investment costs and long-term operating costs. As mentioned before, that's only accounting for NTMWD disposal costs, not the actual cost to businesses which is notably higher.

The opportunity to diversify operations by reallocating funds to process waste differently, rather than lose revenue altogether is the issue at hand. In North Texas, there is no other waste stream that provides a business case as strong as the steady stream of food waste entering the landfill.

Market Demand and Competition

The density of the NTMWD cities provides a robust market of food waste, and the only reason there hasn't been more competition for food waste are the barriers to entry it presents to *for profit* companies. Very few states have regulation that require food waste diversion from large generators, but the few that do have them aren't turning back. In addition, in states where regulation for food waste exists, each of them rely on food waste depackaging processors to address the incoming loads. Regulation isn't something that is necessary in North Texas, but it has provided a proving ground for research into food waste in general.

Estimates for food waste in the US are consistently between 60 and 80 million tons each year. This gives us an easy way to compare our volume forecasts for a NTMWD depackaging program. In the previous section, a yearly number of 175,000 tons of food waste was used to forecast yearly volume from all member cities. Using the lower number of 60 million annual US food waste tons, we can easily calculate that to be about 180,000 tons per million people. Given the member cities population and future population growth, there is high confidence the tonnage estimate of 175,000 tons is accurate. This type of volume can only come from a population density that can support a depackaging operation.

Looking at 5 states that have food waste bans, the DFW population alone exceeds the total state population of all but 1 of those states, California. Massachusetts' food waste regulation has spawned numerous depackaging operations throughout the state. In 2018, a member of Plano's Commercial Recycling Team visited with two organizations in Massachusetts with a depackaging operation. The first was E.L. Harvey in Westborough, Massachusetts, which serves customers in the Boston metropolitan area. E.L. Harvey has been in the waste business since 1911. Ben Harvey, President of E.L. Harvey, provided a demonstration of the Scott T42, a depackaging machine with over 350 installations worldwide, over 200 of those in the US. Ben's only regret was that E.L. Harvey did not design the site for multiple machines. E.L. Harvey couldn't keep up with the incoming volume and were forced to send some material to other processors. One of those processors is Troiano Trucking, about 20 minutes away from E.L. Harvey. A visit with Troiano Trucking led to another demonstration of another Scott T42, and the comments were the same: more depackagers were planned due to the volume of incoming material.

Two other sites with the Scott T42 were visited, and there are no food waste bans in these states. In 2018, five members of Plano's Public Works Department visited American Composting in Little Rock, Arkansas. American Composting is very similar to Texas Pure Products, in terms of producing a superior soil amendment suitable for organic gardening. The owner of American Composting demonstrated his feedstock and allowed the Plano group to observe material being fed into the depackaging machine. The group was allowed to see the cleanliness of the compost piles where material from the depackager was being introduced. The compost material was clean and no odor or vector issues from the outdoor windrows were observed. The other site visited was just Outside of Atlanta, and this location was also using a Scott T42, but only processing expired milk and other expired juice to capture PET containers. While this visit wasn't processing the stream Plano intends to pursue, it is another example of the value of depackaging when the right markets connect.

The Atlanta visit was the only visit set up by Scott equipment, the others were coordinated independently and without knowledge from the Scott Equipment company. This was to get an unbiased assessment of equipment operation and capability and allow for any negative feedback. Some owners/operators did voice regret on their own system design, but none regretted their decision to depackage food, and all were utilized to capacity.

While there are very different market forces driving the success at the depackaging locations visited, none have as strong of a business case as the NTMWD member cities. The competition is trash, and with a depackaging option, food waste can be managed at a lesser price than trash. With the nature of landfill and solid waste contracts within the NTMWD, it will be very difficult for any private company to compete if the member cities and the NTMWD act first.

Resources

Plano is home to over 210,000 jobs, and when combined with other NTMWD cities, the employment opportunities within the district rival any region in the US. This provides the right ingredients for successful waste initiatives, and the number of fortune 500 companies with headquarters located at one of the 5 member cities continues to grow. With Plano's recent Legacy Development, Plano surpassed Ft. Worth in available office space square footage. This is a trend in several other NTMWD cities, and this is reflected in annual population forecasts.

The dense number of corporations has provided Plano with opportunities for strong collaboration on several waste diversion programs. For a depackaging operation to be designed, built and operated efficiently, it is imperative that input from valuable corporate partners be considered. The metrics used to gather, and report information is more sophisticated, and more technology is needed create uniform access to data. Several corporations in Plano have expressed interest in providing assistance and expertise that will help the NTMWD design a system that is dynamic and easily adjusts to the needs of its operators.

Risk

The risk of doing nothing could result in no changes. There is much to gain from pursuing a depackaging operation, and the financial impact will help preserve valuable landfill space.

It is possible that with time a private entity will construct its own facility to depackage food. This would help individual organizations more that it helps the NTMWD and its member cities. This would result in participation by large corporations within the NTMWD and likely food processors and distributors from other parts of North Texas. This could affect the overall tons to the system, and the risk to which city or to the district is not certain. With NTMWD and member cities out of the depackager program, the cost per ton for waste would significantly increase over time to support the fixed costs of the system.

Strategy

Plano is prepared to assist the NTMWD with any information needed to gain support for a depackaging program from other member cities. This includes statistical data, volume projections and estimations by industry. Plano's strategy is to roll out a depackaging program to the largest customers first. Industrial, then frontload and lastly cart based customers.

Collaboration

Plano has involved the business community throughout the process of terminating the cart-based food waste program formerly operated. Many businesses voiced displeasure over losing the program but understood the collection and operational challenges of a program that couldn't address contamination. In October of 2019, Plano hosted its first ever Food Waste Symposium, titled, *"Feed the Need, Plant the Seed"*. The support for the event was overwhelming with over 60 people from over 28 different Plano businesses in attendance. This invitation only event was held to communicate the need for a depackaging operation. Speakers represented a cross section from different aspects of food recovery. Corporate sustainability, restaurants grocery stores, the North Texas Food Bank, the EPA and the City of Plano covering the benefit and impact a depackager would have on all facets of food recovery. The Business community in Plano is prepared to assist with sponsorships, some monetary and some in the form of physical assistance to help the project get started.

Industrial Customers

Plano will assist other member cities by including them in communications with national/regional decision makers for the largest sources of food waste. This will help recruit the largest number of high-volume customers in the shortest amount of time. Many of the same stores have locations throughout member cities, and Plano has established relationships and contacts at most of these chains. Plano can generate 10,000 tons from grocery stores alone in year one, and likely up to 30,000 tons if all 5 member cities grocery stores participate. Numerous corporations and other large generators, such as the North Texas Food Bank would also choose this collection method as they have adequate dock space.

Front Load Customers

Plano is consistently in the top three of all cities in the nation in the nation in restaurant density, and many of these customers would need front load service. In early 2019, a restaurant food waste route was developed to evaluate the weight of trash at restaurants strictly along Plano's I-75 corridor. Out of 70 restaurants along I-75, 40 were selected to be part of the audit. Fast food restaurants were not part of the study, and their volume is not included as part of Plano's weight diversion estimates. Republic Services installed scales on the collection truck to help with the audit. Commercial Recycling coordinators met a Republic Services driver at 4:00AM, and recorded the weight of each container, and to record the fullness and contents of each container. The average weight per cubic yard of commercial trash that Republic uses to set front load rates about 78 pounds per yard. The average weight for the restaurant audit was close to 300 pounds per cubic yard. Some containers weighed more than 500 pounds per cubic yard. This would require food waste customers to utilize no more than a

4-yard container for service, since a front load truck could not lift 8 yard containers full of food waste. This audit was of customers trash containers, not source separated food waste as the weights might suggest. Several of these front load containers would have been acceptable for recycling as they were, if transported to a depackaging operation.

In Plano, adding additional containers for food waste presents a challenge. Containers would need to be screened from view, and many food waste customers who would utilize a front load container don't have screening. The City of Plano is working in a solution to help bring construction costs down for those businesses whose volume would justify the expense of enclosure construction.

The University of Texas at Dallas has an engineering program called EPICS, or Engineering Projects In Community Service. This program is comprised of engineering students who select projects that benefit the community. Once a depackaging system is in place, restaurant participation will be critical to maximize diversion. EPICS students are actively working on a design that is modular, prefabricated and costs substantially less than the current construction methods and materials used for enclosures. This is an ongoing project, and a final design is expected within the next year. However, Plano did update its Planning and Zoning ordinance two years ago which requires all new developments to construct double enclosures. As redevelopment happens, Plano will slowly resolve the enclosure issue, which presents capacity and recycling challenges for some businesses.

Early concept enclosure and construction plans submitted by EPICS students have shown costs lowered by as much as 67% when comparing their initial enclosure plans to current construction standards.

Cart Collection

Due to the nature of development, and to capture the maximum amount of available food waste: a cart program must return to the program. A depackaging program resolves several issues our former cart program presented:

1. Our carts were not secure – there are carts on the market that are lockable.
2. Our carts were not sanitary – there are carts available made specifically for food waste.
3. Our carts were often smelly – since there was no way to address contamination, business could only use compostable bags which are expensive, so few used them. With a depackaging machine, business would be required to use plastic bags and tie them off to reduce leakage and smell. These could be regular plastic bags that every business already uses.

Although there are subtle differences in infrastructure and development between member cities, all member cities have a significant amount of businesses who would not be able to participate without a cart program. Many restaurants are situated in a strip center where a front load enclosure is not a viable option. There are well over 1,000 organizations with a full-service kitchen in Plano, and many of those share waste access with others. Carts also provide an option for other businesses who have a screened dock area but prefer to use carts for efficiency. Many corporations preferred to keep our former carts near their kitchens and then

transport them to a staging area at their dock. By including carts as part of a food waste diversion strategy, the program is diversified in scope, allowing any customer with reasonable amounts of food waste to participate.

Texas Pure Products

All food waste received by Texas Pure Products is mixed with woody material to speed the production of high quality soil amendments for resell. Introducing food waste increases the microbial activity needed to break down these piles/windrows and brings them to maturity faster. Introducing more food waste directly results in more available product for sale, and instead of 6 months, compost could be ready for market in as little as 3 months.

The availability of more of this product will make it easier to create a partnership between generators of food waste and the landscape companies they employ to maintain their grounds. Numerous Plano corporations have voiced a desire to partner with Texas Pure on a full circle food waste and composting solution, returning nutrients to the properties from which some of the feedstock was generated.

Food Recovery

A food waste depackaging program provides an attractive outlet for all organizations involved with food insecurity and/or food recovery programs. The North Texas Food Bank and all food pantries it partners with would participate. Additionally, numerous community gardeners and 48 farms are customers of Texas Pure Products. Food Maven and other large organizations who are already partnering with farmers, and The North Texas Food Bank would have a preferred disposal option for food not suitable for consumption.

Food waste depackaging would create the strongest collaboration for cities, communities and businesses to achieve a common goal: feed people first and limit the amount of food ultimately landfilled.

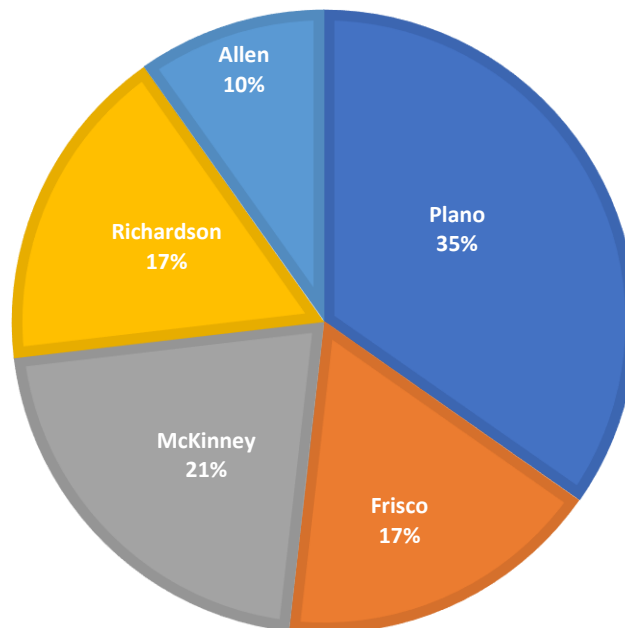
Sustainability

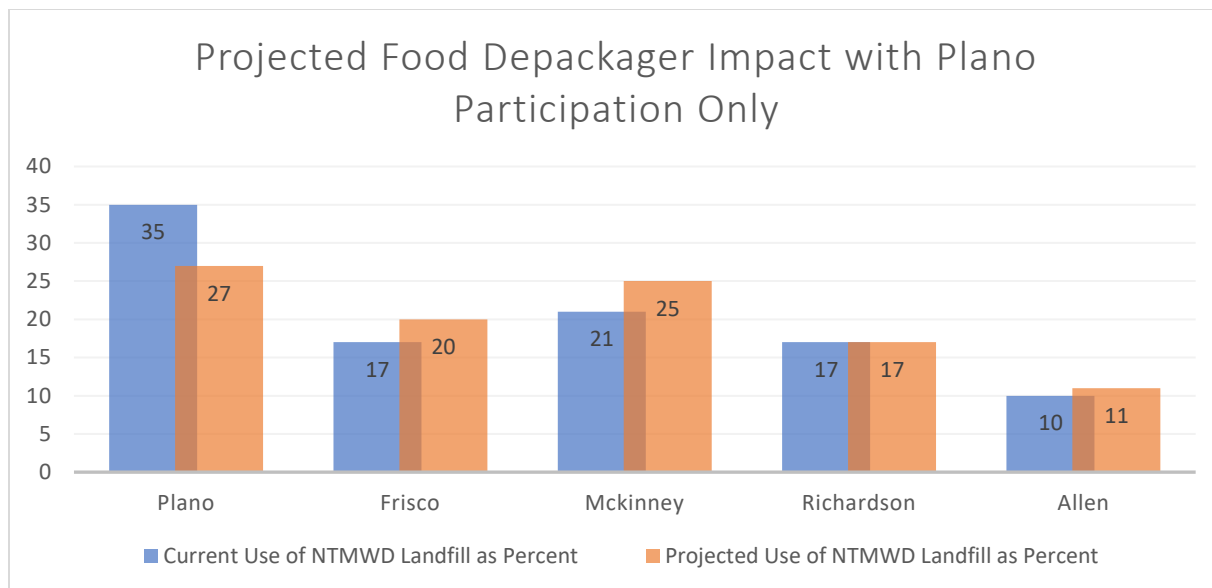
Creating a food waste program which offers an innovative food waste program supports the goals of many North Texas organizations. The supply of food waste is abundant, and there has not been a technological or science-based advancement that has demonstrated a financially viable alternative to how food is currently produced, distributed and consumed. This means the future of any depackaging operation is financially sustainable, as much as it is environmentally sustainable. Food waste depackaging is a simple operation, unlike most all other recycling programs targeted to the masses. This provides a simple and manageable stream of only two products; one introduced in compost and the remainder to landfill. No other diversion program in North Texas has the logistical and processing advantages that are available to the NTMWD and its member cities in the foreseeable future.

Financials and Forecasts

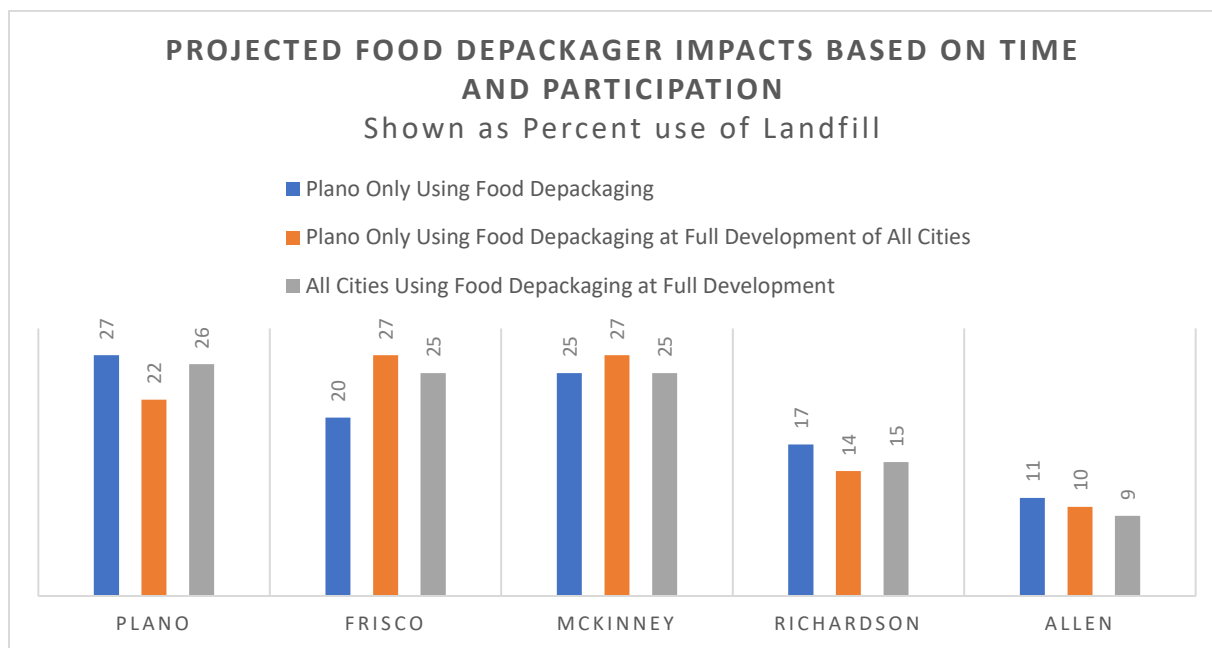
The growing population of the NTMWD will result in more volume to the Melissa Landfill. Raising tipping fees as the NTMWD district has done help curb the use of this landfill by private haulers or material coming from outside NTMWD cities. However, it would benefit the district and its member cities if landfill operations diversified. Instead of efforts to restrict incoming loads due to landfill capacity, the NTMWD would have the flexibility to choose its income stream. Instead of an income stream primarily generated from landfill tons, a separate stream of income can be generated from depackaging food waste. As the City of Plano has observed in other States, it isn't a matter of finding enough food waste, the bigger problem will be to control the incoming volume. This would give the District the discretion to supplement incoming food waste volumes from member cities by accepting additional volumes by private processors outside the district and charge a premium rate for those tons.

**PERCENT LANDFILL USE
OF NTMWD MEMBER CITIES**
(2018-19 DATA)





Plano is determined to reduce its percentage of yearly landfill costs. Plano can significantly lower its percentage by diverting large amounts of food waste, and a depackager would allow more business opportunities for Texas Pure Products. However, several other member cities would see their percentage increase.



The initial impact wouldn't be as significant for all cities. Plano would benefit immediately by reducing its current percentage of 35% significantly. The real disparity will happen once some of the member cities get closer to build out. They would be left out of the food waste depackaging program, and Frisco's percentage would increase by at least 10%, McKinney goes up by 6% and the remaining cities stay relatively flat. For Plano, there is more to gain by going alone than going in altogether. Still, it is better for the entire system, and for the region if everyone is included in the opportunity. The estimates and financial impacts provided have

been conservatively calculated, any error would likely be in *underestimating* the increase to any member city.

Appendices



This is one of several loads from the North Texas Food Bank which, due to liquid content, must go directly to landfill.



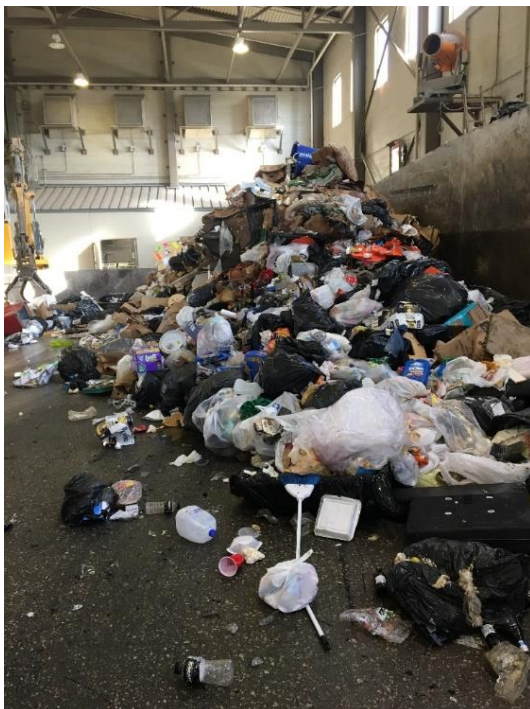
This grocery store produce looks great but was rejected due to packaging. Texas Pure does not have the capability of addressing plastics and other contamination once introduced into its compost piles.



This is typical for restaurants. Corporate cafeterias suffer from the same problem: inevitable contamination due to staff misuse, or where customers are directly involved with separation.



Picture from Plano's 2019 dedicated restaurant **trash** audit. The results speak for themselves, tons of food waste in this load.



This is what a typical commercial load looks like. This picture is simply to illustrate the obvious difference in appearance of a mixed commercial waste route.



A depackaging machine can easily maintain a 15tph processing capability and has the flexibility to run wet or dry product. The system is dynamic, and can be customized to divert liquid to AD or other.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 11, 2021

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with Restocon Corporation for Labor, Equipment, and Installation in the Amount of \$239,444 and with The Garland Company for the Materials in the Amount of \$144,827 for the City Hall Waterproofing Project.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION:

On July 9, 2019, Council Authorized the Issuance and Sale of City of Allen, Texas, Tax Notes, Series 2019, Including the Adoption of an Ordinance Authorizing the Issuance of Such Notes, Establishing Parameters for the Sale and Issuance of Such Notes and Delegating Certain Matters to Authorized Officials of the City.

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with Restocon Corporation for Labor, Equipment, and Installation in the Amount of \$239,444 and with The Garland Company for the Materials in the Amount of \$144,827 for the City Hall Waterproofing Project.

BACKGROUND

Allen City Hall was constructed over twenty years ago and requires maintenance to ensure the integrity of the building. The Leuder rough-cut limestone panels are porous in nature and must be sealed every 8 to 10 years. The exterior stones have also developed staining and discoloration due to environmental factors that require cleaning without affecting their natural appearance. In addition, the grout between the stones wears in time and must also be replaced. Finally, the window seals have lost their elasticity and are failing to prevent moisture intrusion into the City Hall Facility.

A Request for Bid (RFB) process was used in acquiring pricing for this project, a total of seven (7) bids were received. The bid was broken into two separate proposals due to budget concerns. Proposal 1 is to replace the caulk between the masonry, seal the masonry, replace the wet seals on the windows, and replace the worn caulking on the seal in the rotunda of City Hall.

Proposal two is to clean the stone exterior of City Hall.

These two proposals must be given to the same contractor. The three lowest bids are listed below:

Solicitation # 2020-8-127

Bidder	Proposal 1	Proposal 2	Bid Total
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Restocon Corporation	\$219,335	\$20,109	\$239,444
Frontier Waterproofing	\$228,918	\$77,637	\$306,555
Sunbelt Waterproofing	\$270,875	\$56,487	\$327,362

In December 2020 the City of Allen held a Request for Qualifications (RFQ) for roofing and weatherproofing manufacturers. This process focused on providing the city the best materials, service, and warranties possible for our facilities. The Garland Company was one company selected during this process and provides detailed specifications for the Waterproofing project.

To save 10-15% on contractor markup, staff proposes to purchase material directly from The Garland Company in the amount of \$144,827. Restocon Corporation is responsible for providing a materials take-off list to specify quantities needed. In accordance with our contract, unused materials shall be returned to the supplier and the city will be refunded; likewise, if additional materials are required, overages shall be purchased at the Contractor's expense.

BUDGETARY IMPACT

This project will be funded with FY19 Tax Notes, approved by the Allen City Council on July 9, 2019. The project was listed among the recommended projects for an estimated \$556,000. Consequently, this action is within the budgeted amount.

PF2004- City Hall Waterproofing Project Expenses	
Description	Expense
Construction	\$384,271

STAFF RECOMMENDATION

Staff recommends that the City Council Award Bid and Authorize the City Manager to Execute a Contract with Restocon Corporation for Labor, Equipment, and Installation in the Amount of \$239,444 and with The Garland Company for the Materials in the Amount of \$144,827 for the City Hall Waterproofing Project.

MOTION

I make a motion to authorize the City Manager to execute a contract with Restocon Corporation for labor, equipment, and installation in the amount of \$239,444 and with The Garland Company for the materials in the amount of \$144,827 for the City Hall Waterproofing Project.

ATTACHMENTS:

Restocon Contract

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PUBLIC FACILITY PROJECT
(MINOR)

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Restocon Corporation , a Florida Corporation (“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, installation, construction and services described in the Contract Documents (hereinafter defined) for Allen City Hall Waterproofing (Bid Items Proposal 1 + Option 1, Proposal 2) (the “Project”); and

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

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. City Invitation for Bid #2020-8-127 incorporated herein; and
- C. Contractor's Response to City's Invitation for Bid #2020-8-127 incorporated herein.

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. 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 bonds and insurance, and the provision and furnishing of labor, supervision, goods, services materials, tools, fuel, power, light, heat, cooling, telephone, water, sanitary facilities, transportation, equipment, licenses 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 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

3.5 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 Texas Natural Resource Conservation Commission 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.

3.6 Access to Work and Inspections. City and the State of Texas, and their respective representatives, shall have access to the Project Work at all times. The Contractor shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City, the Contractor shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or the compliance of the Project Work with the Contract Documents.

3.7 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 Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. 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.

(c) If the Contractor's Work is stopped by the City under Paragraph 3.7, or in the event the Contractor does not timely complete the Punch List items, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, or as applicable the Punch List Items will be timely completed then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Punch List items, as applicable. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of completing the Punch List items, and the costs of correcting the subject deficiencies, plus compensation for the any engineer'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 City, the Contractor shall pay the difference to the City.

3.8 Contractor Representations. Contractor represents and covenants that its Work 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.

3.9 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.

3.10 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. Project protection includes warning devices such as barricades, lights, signs, and other such devices as may be appropriate or required by the City to protect persons or property in, near, or adjacent to the Project site. Such property includes landscape, irrigation, walkways, doors/frames, glass, elevators, furniture, and fixtures. 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.

3.11 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.

3.12 Walk Through and Punch-List. When Contractor believes the Work is substantially complete, Contractor shall notify City in writing that the Work is substantially complete and request the City inspect the Work. The Contractor agrees to perform a walk-through of the Project with the City, upon completion of the Work, and to establish a punch-list of items required for final City acceptance of the Work. Contractor further agrees to complete all punch-list items within twenty-one (21) business days after issuance of the punch-list, unless otherwise provided in the Contract Documents. Failure to complete Project and/or the punch-list within this timeframe shall result in liquidated damages being assessed against Contractor, in accordance with section 4.4.

3.13 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.

3.14 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.

3.15 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. City 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 Agreement. 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 City, 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 City to ensure compliance with this provision.

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 Two-Hundred Thirty-Nine Thousand Forty-Four Dollars and Thirty-Nine Cents (\$239,443.39) (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, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2 **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less than Four Hundred Thousand Dollars (\$400,000.00) and five percent (5%) if the Contract Price is Four Hundred Thousand Dollars (\$400,00.00) or more (“Retainage”), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

- (a) Contractor shall have completed all punch-list items, if any.
- (b) City shall have conducted a final inspection and has accepted the Work.
- (c) City shall have received a completion certificate executed by Contractor and the City’s inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen’s liens or other encumbrances have been filed against the Work or the Project.
- (d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

(e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;

(f) Contractor shall deliver to City a set of record ("as-built") drawings, professionally prepared by a licensed engineer, in hardcopy, PDF digital and CAD digital formats in accordance with the current standards set forth by City Engineering Department, unless otherwise provided in the Contract Documents or otherwise approved by the Director of the City Engineering Department.

(g) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;

(h) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;

(i) Return of keys and/or security cards issued to Contractor for Project access.

4.3 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.

4.4 Liquidated Damages. Contractor shall pay to City the sum of two-hundred forty dollars and zero cents (\$240.00) per day for each and every day of unexcused delay in achieving completion of the Work beyond the date set forth for completion of the Work within one-hundred thirty-nine days following the receipt of the Notice to Proceed including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 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:

Restocon Corporation
Attn: Gonzalo Sagastum
Regional Manager
2750 Northhaven Road, Suite 100
Dallas, TX 75229

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; (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. 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"; and (vi) 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 Agreement.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation 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. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

(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 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 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 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’ 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 _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2021.

RESTOCON CORPORATION

By: _____

Name: _____

Title: _____

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 11, 2021

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with SDB, Inc., doing business as SDB Contracting Services for the South Garage Fire Damage Repairs at the Allen Event Center in the Amount of \$107,227.

STAFF RESOURCE:

William Herman, General Manager, Allen Event Center

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with SDB, Inc., doing business as SDB Contracting Services for the South Garage Fire Damage Repairs at the Allen Event Center in the Amount of \$107,227.

BACKGROUND

The South Parking Garage at Allen Event Center sustained significant cosmetic damage from a vehicular fire on the southwest corner of the ground floor in April 2020. After investigation by our risk team and in conjunction with Texas Municipal League (TML) Risk Pool representatives, a scope of work listing repairs needed was created and put out for bid. The project went out to bid on February 18, 2021, and one responsive bid was received.

BUDGETARY IMPACT

Funds are budgeted and available through the Texas Municipal League (TML) Risk Pool, and provided as a result of vehicular fire damage sustained to the South Garage Parking structure at Allen Event Center in April, 2020. A total of \$117,730 was awarded for the claim with the single bid coming in at \$107,227 for repairs.

STAFF RECOMMENDATION

Staff recommends City Council Award Bid and Authorize the City Manager to Execute a Contract with SDB, Inc., doing business as SDB Contracting Services for the South Garage Fire Damage Repairs at the Allen Event Center in the Amount of \$107,227.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with SDB, Inc., doing business as SDB Contracting Services for the South Garage Fire Damage Repairs at the Allen Event Center in the amount of \$107,227.

ATTACHMENTS:

Agreement for Public Facility Project

Exhibit A

Bid Tab 2021-1-49

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PUBLIC FACILITY PROJECT
(MINOR)

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and SDB, Inc. dba SDB Contracting Services, a S Corporation (“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, installation, construction and services described in the Contract Documents (hereinafter defined) for AEC Parking Garage Fire Damage Repair (the “Project”); and

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

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. City Request for #2021-1-49, AEC Parking Garage Fire Damage Repair incorporated herein; and
- C. Contractor's Response to City's Request for #2021-1-49, AEC Parking Garage Fire Damage Repair incorporated herein.

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. 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 bonds and insurance, and the provision and furnishing of labor, supervision, goods, services materials, tools, fuel, power, light, heat, cooling, telephone, water, sanitary facilities, transportation, equipment, licenses 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 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

3.5 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 Texas Natural Resource Conservation Commission 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.

3.6 Access to Work and Inspections. City and the State of Texas, and their respective representatives, shall have access to the Project Work at all times. The Contractor shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City, the Contractor shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or the compliance of the Project Work with the Contract Documents.

3.7 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

Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. 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.

(c) If the Contractor's Work is stopped by the City under Paragraph 3.7, or in the event the Contractors does not timely complete the Punch List items, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, or as applicable the Punch List Items will be timely completed then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Punch List items, as applicable. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of completing the Punch List items, and the costs of correcting the subject deficiencies, plus compensation for the any engineer'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 City, the Contractor shall pay the difference to the City.

3.8 Contractor Representations. Contractor represents and covenants that its Work 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.

3.9 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.

3.10 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. Project protection includes warning devices such as barricades, lights, signs, and other such devices as may be appropriate or required by the City to protect persons or property in, near, or adjacent to the Project site. Such property includes landscape, irrigation, walkways, doors/frames, glass, elevators, furniture, and fixtures. 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.

3.11 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.

3.12 Walk Through and Punch-List. When Contractor believes the Work is substantially complete, Contractor shall notify City in writing that the Work is substantially complete and request the City inspect the Work. The Contractor agrees to perform a walk-through of the Project with the City, upon completion of the Work, and to establish a punch-list of items required for final City acceptance of the Work. Contractor further agrees to complete all punch-list items within twenty-one (21) business days after issuance of the punch-list, unless otherwise provided in the Contract Documents. Failure to complete Project and/or the punch-list within this timeframe shall result in liquidated damages being assessed against Contractor, in accordance with section 4.4.

3.13 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.

3.14 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.

3.15 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. City 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 Agreement. 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 City, 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 City to ensure compliance with this provision.

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 seven thousand two hundred twenty-seven Dollars and five cents (\$ 107,227.05) (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, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2 **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less than Four Hundred Thousand Dollars (\$400,000.00) and five percent (5%) if the Contract Price is Four Hundred Thousand Dollars (\$400,00.00) or more (“Retainage”), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

- (a) Contractor shall have completed all punch-list items, if any.
- (b) City shall have conducted a final inspection and has accepted the Work.
- (c) City shall have received a completion certificate executed by Contractor and the City’s inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen’s liens or other encumbrances have been filed against the Work or the Project.

(d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

(e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;

(f) Contractor shall deliver to City a set of record ("as-built") drawings, professionally prepared by a licensed engineer, in hardcopy, PDF digital and CAD digital formats in accordance with the current standards set forth by City Engineering Department, unless otherwise provided in the Contract Documents or otherwise approved by the Director of the City Engineering Department.

(g) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;

(h) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;

(i) Return of keys and/or security cards issued to Contractor for Project access.

4.3 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.

4.4 Liquidated Damages. Contractor shall pay to City the sum of two hundred forty Dollars (\$240) per day for each and every day of unexcused delay in achieving completion of the Work beyond the date set forth for completion of the 75 calendar days, including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 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:

SDB, Inc. dba SDB Contracting Services
Attn: Shama Lakhani
3516 Chaney Ln.
Plano, TX 75093
214-721-4588 – telephone

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; (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. 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"; and (vi) 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 Agreement.

(b) All policies of insurance shall be endorsed to provide the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and
(2) provide for at least thirty (30) days prior written notice to the City for cancellation 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. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

(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 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 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 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 _____, 2021.

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 22nd day of April, 2021.

SDB, Inc. dba SDB Contracting Services

By: Ed Riccio
Name: Ed Riccio
Title: CFO

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Request for Bid #2021-1-49.
2. Vendor's Response to City's Request for Bid #2021-1-49.

EXHIBIT A



GENERAL INFORMATION

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

INVITATION FOR BID
SOLICITATION #2021-1-49
AEC Parking Garage Fire Damage Repair
BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

March 25, 2021 @ 3:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED
<http://allentx.ionwave.net>

BID PACKAGES
MAY BE DELIVERED OR MAILED TO:

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

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

COVER SHEET

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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 bids/proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

INVITATION FOR BID # 2021-1-49 AEC PARKING GARAGE FIRE DAMAGE REPAIR

Sealed offers are to be submitted to:

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

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

Bids are due by March 25, 2021 @ 3:00 P.M. Central Time

A teleconference bid opening will be held. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 666 566 341#

The City of Allen strongly encourages bidders to submit their response to this bid electronically.

1.3 PRE-CONFERENCE MEETING/SITE VISIT

A teleconference is scheduled for March 3, 2021 at 10:00 A.M. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 509 479 203#.** Potential bidders may visit the job sites at their convenience before Pre-bid meeting. To schedule an appointment, contact William Herman, wherman@alleneventcenter.com

1.4 NUMBER OF COPIES

Bidder shall **either** submit their bid electronically or submit one original set and two (2) copies of proposal documents and one (1) electronic copy on a flash drive. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid 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.

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response shall 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.

DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form shall be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you shall print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

1.7 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda 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 bid and related specifications. However, it shall be the sole responsibility of the bidder 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 bid opening. **The last day for questions will be on Monday, March 08, 2021 at 2:00 PM. The last day for addenda will be on Thursday, March 11, 2021 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies shall be submitted as part of the signed proposal submittal.

1.8 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids 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 bidders."

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 Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/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 bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded on the basis of "best value". The award to the successful bidder 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 the successful bidder:

- the purchase price:
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder'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 bidder's goods or services.

1.11 BID TABULATIONS

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

1.12 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreation Department together with the Purchasing Department 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 the bid 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 bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project 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
- Completeness and thoroughness of bid submittal

Bidders shall submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of Allen, or a Bid Bond issued by a bonding company satisfactory to the City of Allen, payable without recourse to the order of the City of Allen in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

1.14 DEFINITIONS

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

1.15 INQUIRIES

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

Eva Badali
Sr. Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4631
ebadali@cityofallen.org

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	February 18 & 25, 2021
Pre-Conference Meeting	March 3, 2021, 10:00 AM
Bids Due	March 25, 2021, 3:00 PM
Council Agenda Tentative	April 13, 2021

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet shall 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 quotations or bid submittals and become a part of terms and conditions of any bid 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 bid, quotation, or proposal. The City may also reject any or all bids, quotations, or 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 shall 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, any and 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 bid, 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 with the exception of a change order processed through the Purchasing Department.

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 bidder 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 Bidder 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 shall 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 shall be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices shall show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure 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 will not be considered an evaluation factor in the award of the bid(s).

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 bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder shall provide a sample/demo of the product at no charge to the City within three days of the request and shall 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 bidder offers a product other than that specified, specifications shall be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid 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 on the basis of 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 bid.

2.30 The City of Allen reserves the right to award a vendor bid as an “alternate award”. The alternate vendor’s bid 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 bid 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 bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time shall be initialed by the signer of the bid, 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 Rates, 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 bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. 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 shall 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 bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

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 shall be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders 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 Quotations shall 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 bidder 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 bidder.

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 shall deliver to the specified room, the vendor shall remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder 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 bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

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 bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders 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**

2.47 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 contractor shall comply with the Davis Bacon Act. 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. 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 shall 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 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits shall be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency shall include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5

to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”

2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
 - a. Applying Subsection (A) would be inconsistent with the public interest.
 - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
 - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

2.50 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.

2.51 All protests regarding the bid solicitation process shall be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, 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 bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 Bidders shall be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder 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 bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.

2.54 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.

2.55 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>

2.56 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 shall 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

The intent of this contract is to provide the City of Allen with the services required for repairing all components of the Allen Event Center South Parking Garage structure which were damaged during a vehicular fire in April of 2020, as well as to provide all labor and equipment necessary to perform various tasks associated with it, as outlined the incident's insurance claim provided by Tailored Adjustment Services.

DURATION OF AGREEMENT

The contract period shall commence on a mutually agreeable date as part of a one-time process. Vendor shall be responsible for proving labor and equipment for services throughout the term of the contract.

SCOPE OF WORK

The types of repair performed under the contract are including, but not limited to, the following:

- Concrete repair
- Painting
- Masonry acid wash
- Smoke seal
- Concrete patch
- Commercial sign
- Parking lot striping
- Caulking w/ latex fire sealant
- Exit signage
- Remove spotlight feature
- Remove lighting and electrical components
- Mask surface area w plastic and tape

REQUIREMENT

Work shall be done during normal weekday business hours during weekdays. No work s to be done on Holidays. Weekend and after hours work subject to approval.

A full replacement of the parking lot lighting will occur at the same time. Bidder must coordinate work done with lighting replacement in affected area.

The bidder shall maintain stock for common replacement parts and tools for purchase. Special order items may be requested when necessary.

LOCATION

Allen Event Center South Parking Garage structure
200 E. Stacy Rd., #1350, Allen, TX 75002.

REFERENCES

1. Vendor shall have a minimum of FIVE (5) years of experience
2. Bidders shall submit with their bid 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.

COMMUNICATION

It is essential that the awarded Contractor respond clearly after receiving a telephone call or email from the City. Written correspondence from the City of Allen shall be answered within twenty-four (24) hours.

SECTION IV
BID FORM/PRICING

Important Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (Ionwave) system labeled "Bid Sheet – AEC Parking Garage Fire Damage Repair" Submittal Form Electronic response submitted is highly preferred.

					Vendor Name:	
EM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE	
Storage Area/Room						
1	Remove Coil - 5 ton - cased	EACH	1			
2	Coil - 5 ton - cased	EACH	1			
3	HVAC Technician - per hour (6 hours)	HOURL	6			
Parking Garage						
4	Masonry Acid Wash, 7,729.71 SF	EACH	1			
5	Smoke Seal, 9,879.32 LF	EACH	1			
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1			
7	Concrete Repair - 20x13	EACH	1			
8	Concrete Patch/Small Repair	EACH	25			
9	Commercial Sign	EACH	1			
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1			
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1			
12	Remove Exit Sign - Wired In	EACH	1			
13	Exit Sign - Wired In	EACH	1			
Subroom: Landing (2)						
14	Masonry Acid Wash, 883.69 SF	EACH	1			
15	Smoke Seal, 714.72 LF	EACH	1			
16	Paint Concrete the Surface Area 714.72 SF	EACH	1			
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1			
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1			
19	Electrician	HOURL	3			
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1			
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1			
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1			
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1			
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1			
Subroom: Stairs 2 (1)						
25	Masonry Acid Wash, 869.04 SF	EACH	1			
26	Smoke Seal, 703.28 LF	EACH	1			
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1			
Subroom: Landing (2)						
28	Masonry Acid Wash, 869.04 SF	EACH	1			
29	Smoke Seal, 703.28 LF	EACH	1			
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1			
Packing Garage - Exterior						
31	Boom Lift - 50'-60' reach	DAY	4			
32	Smoke Seal, 1,200 LF	EACH	1			
33	Paint Concrete the Surface Area, 2,580 SF	EACH	1			
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1			
General						
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1			
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1			
Total Amount						\$0.00
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)			Calendar Days			

BID 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.

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) **Shall 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.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V – EXHIBITS

EXHIBIT 1

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
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) 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
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) 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	<ul style="list-style-type: none"> \$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
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) 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	<ul style="list-style-type: none"> \$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 shall 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 shall 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 shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company 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 or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company 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 Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

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 shall 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 shall, 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, 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 its contracts, and provide to the contractor.
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the 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 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; padding-bottom: 5px;">OFFICE USE ONLY</div> <div style="padding: 5px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <p align="center">Name of Officer</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div> <div style="padding: 20px; margin-top: 20px;"> <p>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?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p align="center">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p align="center">Date</p> </div> </div> </div>		

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

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.

OFFICE USE ONLY

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 with regard to 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, similar to 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

"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
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: _____

EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ ☐ Small ☐ WBE ☐ MBE
☐ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: ☐ **Subcontracting/Vendor Opportunities** ☐ **Sole Source** ☐ **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____ Date: _____

EXHIBIT 8
WORK FORCE COMPOSITION

Name of Firm	Phone Number Email
Address	City Zip
State	
Typed Name & Title of Authorized Executive	

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial														
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers														
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

WORK FORCE COMPOSITION

Remarks

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

(Please print or type)

Signature:

Date: _____

*Please use additional sheets to identify the ethnicity of employees identified in this category.



**Date: 3/31/2021
ADDENDUM 1
2021-12-37
Cardio Fitness Equipment**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Action:

- **Pre-Conference Attendance Sheet**
- **Specification- page 17 under Warranty section**
 - **Removed** ~~The awarded vendor shall warrant all service and replacement parts for a period of one (1) year or provide the City with the manufacturer's warranty for parts as applicable.~~

Questions & Answers

1. Does the sum of Attachment A include the "Possible Trade-In Equipment" to be entered on-line item #10 on the Price Sheet?

No, only the "Trade-In Equipment" as that is our focus for this equipment replacement/update. Should we have remaining funds we will potentially replace something from the "Possible Trade-In Equipment" section and use that trade-in value piece by piece to move forward.

The City will utilize "Possible Trade-In Equipment" list if a budget allows? Or if we have the potential funds?

Answer:

2. Please clarify the "Warranty" section on the specification page 17?

Answer: The awarded vendor shall provide a lifetime warranty on the frames, a minimum of five (5) years warranty, including service for warranty repairs on all moving parts.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



Date: 3/19/2021

ADDENDUM 2

2021-1-49

AEC Parking Garage Fire Damage Repair

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachment

- Revised Addendum 1

Questions & Answers:

1. Can the City of Allen elaborate on "smoke seals" for the AEC Parking Garage Fire Damage Repair?

Answer: Smoke Seals would be the Shellac Primer.

2. Do we bid on the smoke sealant that is rolled on by the SF?

Answer: Yes.

NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



Date: 3/4/2021

ADDENDUM 1

2021-1-49

~~Pump Repairs and Pumping Station Services~~

AEC Parking Garage Fire Damage Repair

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-conference sign-in sheet
- Rev 1 – Bid Sheet 2021-1-49
 - Removed line #31 Boom Lift and #33 Paint Concrete the Surface

Questions & Answers:

1. What is estimated cost range?
Answer: The estimate expenditure is \$117,730.00.
2. What is the number of days need to be complete to this project?
Answer: Bidder's shall complete all work by June 30, 2021.

NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
Storage Area/Room					
1	Remove Coil - 5 ton - cased	EACH	1		
2	Coil - 5 ton - cased	EACH	1		
3	HVAC Technician - per hour (6 hours)	HOURL	6		
Parking Garage					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1		
5	Smoke Seal, 9,879.32 LF	EACH	1		
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1		
7	Concrete Repair - 20x13	EACH	1		
8	Concrete Patch/Small Repair	EACH	25		
9	Commercial Sign	EACH	1		
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1		
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1		
12	Remove Exit Sign - Wired In	EACH	1		
13	Exit Sign - Wired In	EACH	1		
Subroom: Landing (2)					
14	Masonry Acid Wash, 883.69 SF	EACH	1		
15	Smoke Seal, 714.72 LF	EACH	1		
16	Paint Concrete the Surface Area 714.72 SF	EACH	1		
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1		
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1		
19	Electrician	HOURL	3		
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1		
Subroom: Stairs 2 (1)					
25	Masonry Acid Wash, 869.04 SF	EACH	1		
26	Smoke Seal, 703.28 LF	EACH	1		
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
Subroom: Landing (2)					
28	Masonry Acid Wash, 869.04 SF	EACH	1		
29	Smoke Seal, 703.28 LF	EACH	1		
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
Packing Garage - Exterior					
31	Boom Lift - 50'-60' reach	DAY	4		
32	Smoke Seal, 1,200 LF	EACH	1		
33	Paint Concrete the Surface Area, 2,580 SF	EACH	1		
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1		
General					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1		
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1		
Total Amount					\$0.00

Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)

Calendar Days



Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
Storage Area/Room					
1	Remove Coil - 5 ton - cased	EACH	1		
2	Coil - 5 ton - cased	EACH	1		
3	HVAC Technician - per hour (6 hours)	HOUR	6		
Parking Garage					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1		
5	Smoke Seal, 9,879.32 LF	EACH	1		
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1		
7	Concrete Repair - 20x13	EACH	1		
8	Concrete Patch/Small Repair	EACH	25		
9	Commercial Sign	EACH	1		
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1		
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1		
12	Remove Exit Sign - Wired In	EACH	1		
13	Exit Sign - Wired In	EACH	1		
Subroom: Landing (2)					
14	Masonry Acid Wash, 883.69 SF	EACH	1		
15	Smoke Seal, 714.72 LF	EACH	1		
16	Paint Concrete the Surface Area 714.72 SF	EACH	1		
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1		
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1		
19	Electrician	HOUR	3		
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1		
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1		
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1		
Subroom: Stairs 2 (1)					
25	Masonry Acid Wash, 869.04 SF	EACH	1		
26	Smoke Seal, 703.28 LF	EACH	1		
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
Subroom: Landing (2)					
28	Masonry Acid Wash, 869.04 SF	EACH	1		
29	Smoke Seal, 703.28 LF	EACH	1		
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1		
Packing Garage - Exterior					
32	Smoke Seal, 1,200 LF	EACH	1		
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1		
General					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1		
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1		
Total Amount					\$0.00

Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)

Calendar Days



2021-1-49 Addendum 2 SDB Contracting Services Supplier Response

Event Information

Number: 2021-1-49 Addendum 2
Title: AEC Parking Garage Fire Damage Repair
Type: Request For Bid
Issue Date: 2/18/2021
Deadline: 3/25/2021 03:00 PM (CT)
Notes: GENERAL INFORMATION

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

**INVITATION FOR BID
SOLICITATION #2021-1-49
AEC Parking Garage Fire Damage Repair**
BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

March 25, 2021 @ 3:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**
<http://allentx.ionwave.net>

BID PACKAGES
MAY BE DELIVERED OR MAILED TO:

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

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE
CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

Contact Information

Contact: Eva Badali Sr. Buyer
Address: Purchasing
305 Century Parkway
Allen, TX 75013
Phone: 214 (509) 4631
Email: ebadali@cityofallen.org

SDB Contracting Services Information

Address: 3516 Chaney Ln
Plano, TX 75093
Phone: (214) 721-4588

By submitting your response, you certify that you are authorized to represent and bind your company.

Shama Lakhani

Signature

Submitted at 3/25/2021 1:43:52 PM

shama.lakhani@sdb.com

Email

Requested Attachments

Bid Endorsement Form

SDB Bid Endorsement Form.pdf

All Addendums

SDB_City of Allen Parking Garage Addendums Acknowledgement.pdf

Response Attachments

SDB Submittal_2021-1-49 City of Allen Parking Garage Proposal.pdf

SDB Submittal_2021-1-49 City of Allen Parking Garage Proposal

SDB_City of Allen Parking Garage Bid Sheet.pdf

SDB_City of Allen Parking Garage Bid Sheet

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

COMPLETE

3 Bid Endorsement Form

COMPLETE

4 Workforce Composition Form

COMPLETE

5 Affidavit of No Prohibited Interest Form

COMPLETE

6	Conflict of Interest Questionnaire Form <div>COMPLETE</div>
7	Schedule of Subcontractors Form <div>COMPLETE</div>
8	1295 Form Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm <div>COMPLETE</div>
9	Bidders Qualification Statement <div>Bidders Qualification Statement</div>
10	Supplemental Information <div>Supplemental Information</div>
11	Addendum 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. <div>Addendum</div>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-730765

Date Filed:
03/25/2021

Date Acknowledged:

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

SDB Contracting Services
Tempe, AZ United States

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

City of Allen

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.

#2021-1-49
AEC Parking Garage Fire Damage Repair

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schmidt, Angeline	Phoenix, AZ United States	X	
	Riccio, Edward	Chandler, AZ United States	X	
	Schmidt, Craig	Phoenix, AZ United States	X	
	Spagnuolo, Dominic	Phoenix, AZ United States	X	
	Pierce, Ryan	Mesa, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ryan Pierce, and my date of birth is 3/12/80.

My address is 4552 E. Des Moines St., Mesa, AZ, 85205, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 25 day of March, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)


BID 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.

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:

SDB, Inc. dba SDB Contracting Services
(OFFICIAL Firm Name)

By: 

(Original Signature) **Shall be signed to be considered responsive**

Casey Sundt

(Typed or Printed Name)

Vice President of Texas Operations 03/25/2021

(Title)

(Date)

Remittance

Address: 4951 Airport Parkway, Suite 800

Addison, TX 75001

(Zip Code)

Phone #: (469) 619-3753

Fax #: () N/A

E-Mail Address: casey.sundt@sdb.com

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

ADDENDUMS/AMENDMENTS:

- 1) 03/04/2021 date acknowledged
- 2) 03/18/2021 date acknowledged
- 3) _____ date acknowledged



AEC PARKING GARAGE FIRE DAMAGE REPAIR SOLICITATION #2021-1-49

ELECTRONIC SUBMITTAL:
through Ionwave

DUE:
Thursday, March 25, 2021
2:00 PM

PRESENTED BY:



2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder 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 bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.

2.54 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.

2.55 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>

2.56 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 shall 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



Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

**SDB Contracting
Services**

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
Storage Area/Room					
1	Remove Coil - 5 ton - cased	EACH	1	\$ 821.26	\$ 821.26
2	Coil - 5 ton - cased	EACH	1	\$ 4,711.97	\$ 4,711.97
3	HVAC Technician - per hour (6 hours)	HOURL	6	\$ 71.86	\$ 431.16
Parking Garage					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1	\$ 18,092.02	\$ 18,092.02
5	Smoke Seal, 9,879.32 LF	EACH	1	\$ 5,070.91	\$ 5,070.91
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1	\$ 15,212.73	\$ 15,212.73
7	Concrete Repair - 20x13	EACH	1	\$ 6,453.85	\$ 6,453.85
8	Concrete Patch/Small Repair	EACH	25	\$ 297.71	\$ 7,442.64
9	Commercial Sign	EACH	1	\$ 615.94	\$ 615.94
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1	\$ 3,079.71	\$ 3,079.71
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
12	Remove Exit Sign - Wired In	EACH	1	\$ 30.80	\$ 30.80
13	Exit Sign - Wired In	EACH	1	\$ 244.32	\$ 244.32
Subroom: Landing (2)					
14	Masonry Acid Wash, 883.69 SF	EACH	1	\$ 2,068.35	\$ 2,068.35
15	Smoke Seal, 714.72 LF	EACH	1	\$ 366.86	\$ 366.86
16	Paint Concrete the Surface Area 714.72 SF	EACH	1	\$ 1,100.57	\$ 1,100.57
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1	\$ 92.39	\$ 92.39
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1	\$ 1,334.54	\$ 1,334.54
19	Electrician	HOURL	3	\$ 400.36	\$ 1,201.09
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 461.96	\$ 461.96
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 3,621.74	\$ 3,621.74
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 359.30	\$ 359.30
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 718.60	\$ 718.60
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
Subroom: Stairs 2 (1)					
25	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
26	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
Subroom: Landing (2)					
28	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
29	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
Packing Garage - Exterior					
32	Smoke Seal, 1,200 LF	EACH	1	\$ 615.94	\$ 615.94
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1	\$ 2,545.89	\$ 2,545.89
General					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1	\$ 14,893.48	\$ 14,893.48
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1	\$ 5,397.93	\$ 5,397.93
Total Amount					\$107,226.95
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)		Calendar Days	75		


BID 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.

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:

SDB, Inc. dba SDB Contracting Services
(OFFICIAL Firm Name)

By: 

(Original Signature) **Shall be signed to be considered responsive**

Casey Sundt

(Typed or Printed Name)

Vice President of Texas Operations 03/25/2021

(Title)

(Date)

Remittance

Address: 4951 Airport Parkway, Suite 800

Addison, TX 75001

(Zip Code)

Phone #: (469) 619-3753

Fax #: () N/A

E-Mail Address: casey.sundt@sdb.com

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

ADDENDUMS/AMENDMENTS:

- 1) 03/04/2021 date acknowledged
- 2) 03/18/2021 date acknowledged
- 3) _____ date acknowledged

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 shall 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 shall 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 shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company 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 or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company 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 Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: 2021-1-49

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

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.

SDB, Inc. dba SDB Contracting Services

Name of Contractor

By: 

Signature

Casey Sundt

(Print Name)

Vice President of Texas Operations

(Title)


STATE OF TEXAS

COUNTY OF Dallas

§

§

SUBSCRIBED AND SWORN TO before me this 25th day of March, 2021.


Notary Public, State of Texas

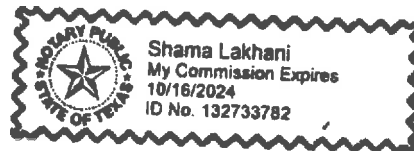


EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. 	2 <input type="checkbox"/> 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 y	
3 Name of 	<div style="border: 2px solid black; width: 600px; height: 250px; margin: 0 auto; text-align: center; font-size: 48px; line-height: 1;"> N/A </div>	
4 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. 	<div style="border: 2px solid black; width: 600px; height: 250px; margin: 0 auto; text-align: center; font-size: 48px; line-height: 1;"> N/A </div>	
<input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> 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 _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature of vendor doing business with the governmental entity Date </div>		

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):

N/A

to a vendor if:

government officer or a member receiving taxable gifts during the 12-month period preceding the date the contract with the vendor has been executed; or

the vendor has entered into a contract with the local governmental entity, or an officer of that local governmental entity, one or more gifts described by Subsection (a)(1) preceding the date the contract with the vendor has been executed; or

the vendor has entered into a contract with the vendor.

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

a business relationship with a local governmental 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

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-730765

Date Filed:
03/25/2021

Date Acknowledged:

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

SDB Contracting Services
Tempe, AZ United States

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

City of Allen

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.

#2021-1-49
AEC Parking Garage Fire Damage Repair

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schmidt, Angeline	Phoenix, AZ United States	X	
	Riccio, Edward	Chandler, AZ United States	X	
	Schmidt, Craig	Phoenix, AZ United States	X	
	Spagnuolo, Dominic	Phoenix, AZ United States	X	
	Pierce, Ryan	Mesa, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ryan Pierce, and my date of birth is 3/12/80.

My address is 4552 E. Des Moines St., Mesa, AZ, 85205, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 25 day of March, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2021-1-49

Contractor: SDB, Inc. dba SDB Contracting Services

Indicate One: ☐ Sole Proprietor ☐ Partnership ☒ Corporation

Name: Casey Sundt Partner: _____

Title: Vice President of Texas Operations Title: _____

Address: 4951 Airport Pkwy., Ste. 800 Address: _____

City Addison City _____

State & Zip: TX 75001 State & Zip: _____

Phone: (469) 619-3753 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. State of Arizona, 11/12/1980

Location of Principal Office: 1001 S. Edward Drive, Tempe, AZ 85281

Contact and Phone at Principal Office: Craig Schmidt, Vice President (480) 967-5810

Liability Insurance Provider and Limits of Coverage: Minard-Ames Insurance Services LLC
\$1,000,000 each occurrence; \$2,000,000 aggregate

Workers compensation Insurance Provider: Minard-Ames Insurance Services LLC

Address: 4646 East Van Buren Street, #200, Phoenix, AZ 85008

Contact and Phone: Carol Trelford, (602) 393-3419

Number of Years in Business as a Contractor on Above Types of Work: 40 years

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? No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Yes, see statement on the following page.

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes, see statement on the following page.

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? No

SDB is in a dispute with an Arizona municipality over a project the company successfully completed in 2018. While SDB built the project in exact compliance with the plans and specification, the customer is not happy with the final appearance. As documented in an RFI, SDB cautioned the customer about this specific issue before construction began and recommended modified changes that, if accepted, would have resulted in a more aesthetically appealing end result. The customer rejected SDB's suggestion and demanded that the project be built according to the unaltered plans and specification. The customer monitored the construction daily, but it was not until the project was completed that the customer demanded that SDB demo the work and rebuild the project with the modified plans and specification. When SDB refused this demand, the customer terminated SDB's contract and withheld final payment. SDB is now seeking payment of the balance due, among other damages.

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

Project: Dallas College Eastfield Performance Hall

Project Description: Renovations and modernizations to the performance hall

Owner/Agency: Dallas College

Contact Person: Scott Wright Contract Price: \$761,742.00

Phone: (702) 528-2365 Email scottwright@dcccd.edu

Project: Parkland Motor Street Garage Repair

Project Description: Repaired exterior CMU walls in active garage

Owner/Agency: Parkland Hospital

Contact Person: Toni Ashon Contract Price: \$175,000.00

Phone: (214) 590-4944 Email toni.ashon@phhs.org

Project: Parkland - Children's Helipads

Project Description: Repaired helipads on top of active parking garages

Owner/Agency: Parkland Hospital - Children's Hospital

Contact Person: Roman Buckner Contract Price: \$150,000.00

Phone: (404) 798-3570 Email roman.buckner@cbre.com

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

BOK Financial - 2151 East Broadway Rd., Ste. 101 Tempe, AZ 85282

Steven Mountjoy - VP, Commercial Banker

Office: (602) 217-1583; Cell: (480) 567-8271

PRIMARY CONSTRUCTION TEAM

CORPORATE SUPPORT



CODY JACK
DIR. OF ESTIMATING

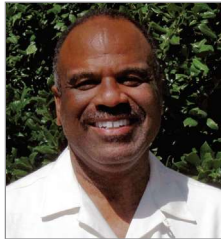


CRAIG FULTON
SENIOR ESTIMATOR



DAVID DOPP
DIR. OF RISK MANAGEMENT

PROJECT MANAGEMENT



MILES WILSON
SR. PROJECT MANAGER
POINT OF CONTACT



MICHAEL MEALS
ASSISTANT PROJECT MANAGER



DAVID ARBER
SR. ESTIMATOR



MADISON ASHCROFT
PROJECT COORDINATOR

FIELD SUPERVISION



PEDRO MATA
SUPERINTENDENT

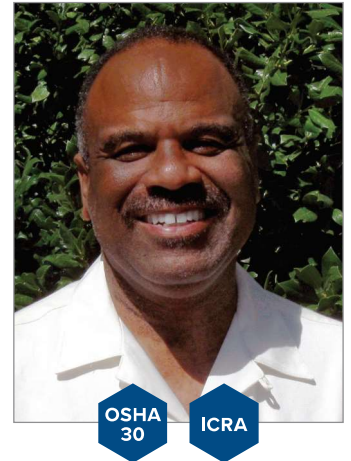


JAMES RON COOK
SAFETY MANAGER



Introduction

Miles has over 26 years experience in construction project implementation and construction management. He has extensive knowledge working in the Dallas Fort Worth area with higher education and municipal government entities. Miles coordinates jobsite construction activities and supervises field personnel as required to successfully complete the project on schedule and within budget. This includes managing/maintaining the on-site quality control, supervising all trade and field personnel, while administering sound jobsite safety practices. He will maintain the construction schedules, daily logs, ensure compliance, review schedules of values and pay applications.



Education & Training

B.A. Degree, Real Estate Development Economics and Planning
Claremont McKenna College, Claremont, California

- OSHA 30-Hour Trained
- CPR & First Aid Certified
- Infection Control Risk Assessment (ICRA) Certification
- NCCER Approved QA/QC Training
- CostWorks & JOCWorks Training
- eGordian & Progen Software Training

Representative Projects

City of Coppell

- Fire Station #3 Kitchen Upgrades
- Town Center Municipal Building Interior Renovation

City of Fort Worth

- Account Department Demolition and Renovation
- Central Library Office Additions and Renovations
- Central Police Station Parking Structure
- Cowtown Arena Remodel
- East Berry Library Remodel
- Emergency Management Response Headquarters Renovation
- Fire Prevention at Various Library Locations
- Fire Station #50 Ground-Up Temporary Fire Station
- Fire Stations #1, #2, #10, #12, #13, #14, #16, #19, #21, #22, #23, #26 ADA Remodels

Sam Houston State University

- AB1 144 Phase I & II Computer Office Renovations

Tarrant County College District

- Dining Hall/Kitchen Remodel (South/NE/SW/NW Campuses)
- NE Campus Performance Hall Renovations
- NE Campus Science Building Classroom Remodel
- Northwest Campus Locker Room ADA Upgrades

- Resource Connection Office Renovations/ADA Improvements
- South Campus Performance Hall Renovations
- South Campus Physical Education Men's Locker Room Remodel

University of North Texas

- Chemistry Computer Facility Build-out
- Computer Room Air Conditioning Upgrade
- Dental Facility Renovation
- Fine Arts Building Offices Remodel
- Football Stadium Pedestrian Walkway
- Material Science Engineering Labs Phases I & II
- Music Building MEP Upgrades
- Natural Science and Engineering Research Labs
- Research Greenhouse Facility Upgrades
- Sycamore Hall Computer Classrooms/Offices
- Multiple Office Remodels and Renovations
- Smart Room Build-out

University of North Texas Health Science Center

- Classroom/MEP Upgrades
- Cooling Tower Repairs and Maintenance
- Multiple Classroom Conversion to New Lecture Hall



Representative Projects Cont.

Tarrant County

- Juvenile Justice Center ADA Improvements
- Tarrant County Courts District Attorney Office Remodel
- Vandergriff Civil Courts Soffit Modification
- Women, Infants and Children (WIC) Office Remodel

Wal-Mart

- Supercenters in Raymore, Missouri, Joplin, Missouri, Claremore, Oklahoma and Gun Barrel City, Texas

Crowley Independent School District

- Crowley High School Classroom Renovations/Remediation
- Crowley High School Press Box Upgrades
- Crowley Learning Center Campus Upgrades
- Dallas Park Elementary School Renovations
- Deer Creek School Renovations and Upgrades
- Meadowcreek Elementary School Renovations
- North Crowley High School Dining Hall Upgrades

Brunswick Bowling Centers

- Various Locations

City of Fort Worth Cont.

- Hemphill Solid Waste Drop-off Station
- Hillside Community Center Renovation
- Meadowbrook Golf Course Clubhouse Expansion and Renovation

- Multiple Fort Worth Zoo Remodel/Renovations
- Multiple Will Rogers Remodel/Renovation Projects
- Northside Community Center Renovations Phase I
- Northside Community Center Renovations Phase II
- Police Training Facility Office and Warehouse Remodel
- Radio Lab Renovations
- Riverside Community Center Renovation
- Sycamore Creek Golf Course Clubhouse Exterior Remodel
- Water Department Fuel Island Repair/Upgrades
- Water Department Office/Break Room Expansions

Prairie View A&M University

- Agriculture Department Upgrades
- Confucius Institute Tenant Improvements
- Flight Dish Maintenance Remodel
- Interactive Marquee Signs
- Memorial Student Center Dining Hall and Kitchen

Introduction

Michael has been in the construction industry since 2014 and with SDB since December 2015. Michael is 100% committed to the project. He has successfully supervised subcontractors on various renovation projects for Dallas ISD, UT Dallas, University of North Texas, Parkland Hospital, Encompass Health, UT Southwestern and Children's Hospital. Michael's responsibilities include ensuring that construction activities have the smallest possible impact on existing operations, scheduling, managing subcontractors, ensuring the project is built per plans and specs, site safety, quality and cost control.



Education & Training

- CPR & First Aid Certified
- OSHA 30-Hour Trained
- Confined Space Trained
- Fall Protection Trained
- Infection Control Risk Assessment (ICRA) Certification

Representative Projects

Children's Health System of TX

- Plano Speed Bump
- ARCH Clinic Renovation
- Window Tint
- Bed Storage Ceiling Install

City of Richardson

- Capital & Hallway Renovation
- Secretary & City Office Renovation

City of Fort Worth

- Swift Elevator Shaft

Dallas Independent School District

- John Ireland Elementary Renovation
- John Ireland School Roof Repairs
- Boardroom Renovation
- James Hogg Elementary Renovation

Encompass Health

- Arlington ADA Upgrade
- 4th Floor 20 Bed Conversion

Friends of Solar Prep

- Solar Prep Playground

Irving Independent School District

- Austin Middle School Lab Upgrades

Parkland Health and Hospital

- ASC OR Boom Replacement
- ASC OR Boom Phase 2

University of North Texas

- Science Building Repairs

Introduction

Pedro has been in the construction industry and working within K-12 facilities since 2003. His responsibilities include supervision of personnel, coordination and scheduling of subcontractors, quality control, daily documentation and safety management. Pedro has exceptional client survey results with near-zero punchlists and an exceptional safety record.



Education & Training

- OSHA 30-Hour Trained
- CPR & First Aid Certified
- Infection Control Risk Assessment (ICRA) Certification
- HazCom: What You Need to Know with Globally Harmonized System (GHS) Trained
- NCCER Approved QA/QC Training

Representative Projects

Children's Health

- Bed Storage

City of Coppell

- Town Center Municipal Building Interior Renovation
- Fire Station #3 Kitchen Upgrades

Dallas County

- George Allan Waterproofing
- Sidewalk Waterproof Projects
- Polk Street Sheriff and Courts Building Renovation
- Lew Sterrett Sheriff's Restroom Renovation

Dallas Independent School District

- John Ireland Elementary School Renovation
- Mount Auburn Elementary School Renovation
- Robert E. Lee Elementary School Renovation
- Wilmer Hutchins Elementary School Art Room Renovation
- Wilmer Hutchins Elementary Library Electrical Upgrades
- Cowart Elementary School Safety Upgrades
- Cowart Elementary School Electrical Upgrades
- L.G. Cigarroa Elementary School Parking Lot Replacement
- Stockard Middle School HVAC Renovation
- Withers Elementary School HVAC VAV Upgrade

Denton Regional Medical Center

- Radiology Rooms Renovation

Fort Walters

- Four Building Demolition Project

Parkland Health

- SECOPC Mammography
- Loading Dock Renovation
- Second Floor Table Storage Renovation
- Parkland SE Community Oriented Primary Care New Roof
- Parkland Southeast Asphalt Repair
- Parkland Southeast Parking Lot Striping
- Parkland Southeast Employee Parking Lot Overlay
- Community Oriented Primary Care Sidewalk Repair
- Hospital Doors Installation

Regional Hispanic Contractors Association

- Exterior Masonry Restoration

Town of Trophy Club

- Police Department Renovations
- Police Department Building Re-Level Project

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____ Yes	<input checked="" type="checkbox"/> No?
	2.	General Partnership	_____ Yes	<input checked="" type="checkbox"/> No
	3.	Limited Partnership	_____ Yes	<input checked="" type="checkbox"/> No
	4.	Corporation	<input checked="" type="checkbox"/> Yes	_____ No
	5.	Other	_____ Yes	<input checked="" type="checkbox"/> 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:

N/A

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:

N/A

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:

N/A

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:

SDB, Inc. dba SDB Contracting Services; SDB is an Arizona Corporation - 1001 S. Edward Drive, Tempe, AZ 85281, Maricopa County
Angie Schmidt - CEO; Edward Riccio - CFO

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:

N/A

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

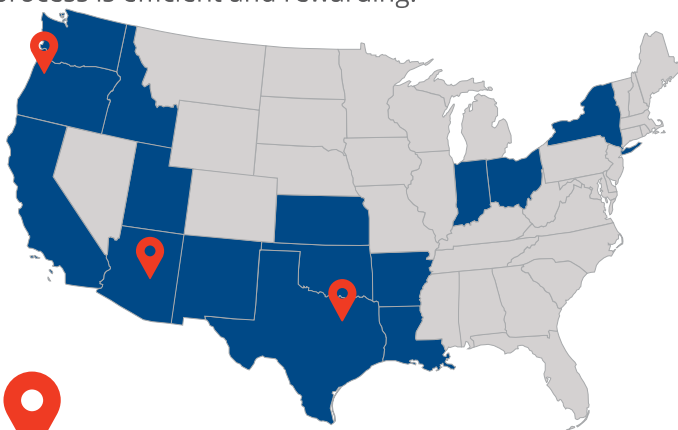
If yes, specify the governmental agency: Women's Business Enterprise National Council

Date of certification: 05/31/2018

Established in 1981, SDB is an Arizona Corporation and licensed General Contractor based in Tempe, Arizona that offers a wide range of construction services. SDB has a deep bench of talent with more than 300 field personnel that have serviced numerous projects ranging from educational, healthcare, municipal, government, aviation, tenant improvements, and site development. SDB has proven to have the skill set to take on any challenging project, provide rapid mobilizations, and deliver quality output. With knowledgeable management and field staff, our team is highly skilled and motivated to provide the best service to our clients. SDB has been recognized with numerous awards over the years. We believe the best results are achieved when people work together as a team. Our goal is to simplify the complexities of construction for our clients so that the process is efficient and rewarding.



Corporate Office, Tempe, Arizona

**ADDRESS OF SDB PRINCIPAL OFFICE:**

1001 S. Edward Drive
Tempe, AZ 85281



ADDRESS OF SDB TEXAS OFFICE:

4951 Airport Parkway, Suite 800
Addison, TX 75001



ADDRESS OF SDB OREGON OFFICE:

8125 NW Cherry Drive
Hillsboro, OR 97124

STATE	CONTRACTOR LICENSE(S)
Arizona	175022, 070507
Arkansas	0378000521
California	1033051
Idaho	None Required
Indiana	None Required
Kansas	Class B- Building
Louisiana	67038
New Mexico	399516
New York	None Required
Oklahoma	None Required
Ohio	3336
Oregon	195469
Texas	None Required
Utah	11577543-5501
Washington	SDBINID861NE

Company Timeline/History/Milestones

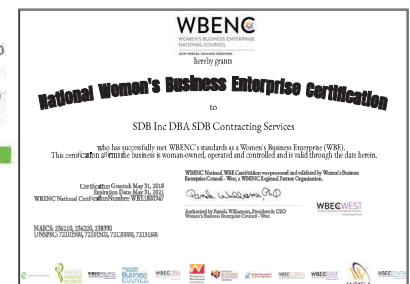


EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: SDB, Inc. dba SDB Contracting Services ☐ Small ☒ WBE ☐ MBE
☐ Non-S/M/WBE

Description: General Contractor Contract/Solicitation Number _____

Check the applicable: ☒ Subcontracting/Vendor Opportunities ☐ Sole Source ☐ Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
Team North Texas				✓	Electrical	\$7,546.58
Whitecap		✓			HVAC	\$2,905.00
Macias Speciality Contracting		✓			Concrete	\$47,432.76
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$56,889.19
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$50,337.76
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$107,226.95

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: Casey Sundt - Vice President of Texas Operations

Signature:  Date: 03/25/2021



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

SDB Inc DBA SDB Contracting Services

to

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Certification Granted: May 31, 2018
Expiration Date: May 31, 2021
WBENC National Certification Number: WBE1800947

Pamela Williamson, Ph.D.

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West



NAICS: 236210, 236220, 238990
UNSPSC: 72101500, 72101502, 72120000, 72131600





GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1822794750600
File/Vendor Number:	522084
Approval Date:	19-MAY-2020
Scheduled Expiration Date:	19-MAY-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

WHITECAP, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-MAY-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



Minority Business Enterprise (MBE)
MACIAS SPECIALTY CONTRACTING LLC

MACIAS SPECIALTY CONTRACTING LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 236220: COMMERCIAL BUILDING CONSTRUCTION GENERAL CONTRACTORS

NAICS 238110: CONCRETE REPAIR

NAICS 238390: CONCRETE COATING, GLAZING OR SEALING

NAICS 238390: DAMPPROOFING CONTRACTORS

NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

NAICS 541611: SITE LOCATION CONSULTING SERVICES

NAICS 561790: CLEANING (E.G., POWER SWEEPING, WASHING) DRIVEWAYS AND PARKING LOTS

NAICS 561790: POWER WASHING BUILDING EXTERIORS

This Certification commences September 12, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2021

Issued Date: September 12, 2019

CERTIFICATION NO. HMMB16289N0921



Ericia Mitchell

Certification Administrator

EXHIBIT 8
WORK FORCE COMPOSITION

SDB, Inc. dba SDB Contracting Services (469) 619-3753, casey.sundt@sdb.com

Name of Firm Phone Number

4951 Airport Parkway, Suite 800 Email
Addison, TX 75001

Address City State

Zip

Casey Sundt, Vice President Texas Operations

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial	66	11	14	58	9	12	0	0	0	2	2	.73	6	0
Professional	6	1	1	6	1	1	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	1	0	.18	1	0	0	0	0	0	0	0	0	0	0
Office & Clerical	14	26	7	12	19	5	0	0	0	1	1	.36	1	6
Skilled Workers	378	21	73	142	9	27	32	2	6	30	1	5	174	9
Semiskilled Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Unskilled Workers	19	1	3	8	0	1	0	0	0	0	1	.18	11	0
Apprentices	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seasonal, Temp & Part Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	484	60	100	227	38	48	32	2	8	33	5	7	192	15

WORK FORCE COMPOSITION

Remarks

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

_____ Casey Sundt - Vice President of Texas Operations

(Please print or type)

Signature: 

Date: 03/25/2021

*Please use additional sheets to identify the ethnicity of employees identified in this category.



Date: 3/4/2021

ADDENDUM 1

2021-1-49

Pump Repairs and Pumping Station Services

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-conference sign-in sheet
- Rev 1 – Bid Sheet 2021-1-49
 - Removed line #31 Boom Lift and #33 Paint Concrete the Surface

Questions & Answers:

1. What is estimated cost range?
Answer: The estimate expenditure is \$117,730.00.
2. What is the number of days need to be complete to this project?
Answer: Bidder's shall complete all work by June 30, 2021.

NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

03/04/2021

Date



Date: 3/4/2021

ADDENDUM 1

2021-1-49

~~Pump Repairs and Pumping Station Services~~

AEC Parking Garage Fire Damage Repair

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

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Signature of Officer

03/04/2021

Date



Date: 3/19/2021

ADDENDUM 2

2021-1-49

AEC Parking Garage Fire Damage Repair

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachment

- Revised Addendum 1

Questions & Answers:

1. Can the City of Allen elaborate on "smoke seals" for the AEC Parking Garage Fire Damage Repair?

Answer: Smoke Seals would be the Shellac Primer.

2. Do we bid on the smoke sealant that is rolled on by the SF?

Answer: Yes.

NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

03/18/2021

Date



SDB

4951 Airport Parkway, Suite 800
Addison, Texas 75001
(469) 619-3753
www.sdb.com/texas



**Date: 3/4/2021
ADDENDUM 1
2021-1-49**

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2021-1-49

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ADDENDUM 2

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Answer: Yes.

NOTE: Failure to submit the REVISED Bid Sheet could result in your bid being deemed non-responsive.

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Signature of Officer

03/18/2021

Date



Bid Sheet - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

**SDB Contracting
Services**

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
Storage Area/Room					
1	Remove Coil - 5 ton - cased	EACH	1	\$ 821.26	\$ 821.26
2	Coil - 5 ton - cased	EACH	1	\$ 4,711.97	\$ 4,711.97
3	HVAC Technician - per hour (6 hours)	HOURL	6	\$ 71.86	\$ 431.16
Parking Garage					
4	Masonry Acid Wash, 7,729.71 SF	EACH	1	\$ 18,092.02	\$ 18,092.02
5	Smoke Seal, 9,879.32 LF	EACH	1	\$ 5,070.91	\$ 5,070.91
6	Paint Concrete the Surface Area 9,879.32 SF	EACH	1	\$ 15,212.73	\$ 15,212.73
7	Concrete Repair - 20x13	EACH	1	\$ 6,453.85	\$ 6,453.85
8	Concrete Patch/Small Repair	EACH	25	\$ 297.71	\$ 7,442.64
9	Commercial Sign	EACH	1	\$ 615.94	\$ 615.94
10	Parking Lot Striping - No Handicap Parking Stall	EACH	1	\$ 3,079.71	\$ 3,079.71
11	Caulking - Latex Fire Sealant, 500 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
12	Remove Exit Sign - Wired In	EACH	1	\$ 30.80	\$ 30.80
13	Exit Sign - Wired In	EACH	1	\$ 244.32	\$ 244.32
Subroom: Landing (2)					
14	Masonry Acid Wash, 883.69 SF	EACH	1	\$ 2,068.35	\$ 2,068.35
15	Smoke Seal, 714.72 LF	EACH	1	\$ 366.86	\$ 366.86
16	Paint Concrete the Surface Area 714.72 SF	EACH	1	\$ 1,100.57	\$ 1,100.57
17	Remove Fluorescent - One Tube - 2 - Strip Light	EACH	1	\$ 92.39	\$ 92.39
18	Electrical Metallic Tubing (Conduit) 1", 120 LF	EACH	1	\$ 1,334.54	\$ 1,334.54
19	Electrician	HOURL	3	\$ 400.36	\$ 1,201.09
20	Remove Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 461.96	\$ 461.96
21	Electrical Metallic Tubing, (conduit) 1", 200 LF	EACH	1	\$ 3,621.74	\$ 3,621.74
22	Remove 110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 359.30	\$ 359.30
23	110 Volt Wiring (12/2 copper with ground) Metal Clad/Armored, 200 LF	EACH	1	\$ 718.60	\$ 718.60
24	Caulking - Latex Fire Sealant, 175 LF	EACH	1	\$ 1,642.51	\$ 1,642.51
Subroom: Stairs 2 (1)					
25	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
26	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
27	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
Subroom: Landing (2)					
28	Masonry Acid Wash, 869.04 SF	EACH	1	\$ 2,034.06	\$ 2,034.06
29	Smoke Seal, 703.28 LF	EACH	1	\$ 360.98	\$ 360.98
30	Paint Concrete the Surface Area, 703.28 SF	EACH	1	\$ 1,082.95	\$ 1,082.95
Packing Garage - Exterior					
32	Smoke Seal, 1,200 LF	EACH	1	\$ 615.94	\$ 615.94
34	Mask the Surface Area Per Square Foot - Plastic and Tape - 4 mil, 10,320 SF	EACH	1	\$ 2,545.89	\$ 2,545.89
General					
35	Refinish Precast Concrete - DT's, 600 SF	EACH	1	\$ 14,893.48	\$ 14,893.48
36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1	\$ 5,397.93	\$ 5,397.93
Total Amount					\$107,226.95
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)		Calendar Days	75		



Bid Tab - #2021-1-49 AEC Parking Garage Fire Damage Repair

BIDDERS MUST BID ON EACH LINE IN A GROUP TO BE CONSIDERED FOR AWARD OF THAT GROUP. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name: SDB
Contracting Services

ITEM #	LOCATIONS	UNIT	QTY	UNIT PRICE	EXT. PRICE
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36	Dumpster load- approx. 30 yards, 5-7 tons of debris	EACH	1	\$5,397.93	\$5,397.93
Total Amount					\$107,227.05
Total Time Bid for Project from Receipt of PO (include permitting, equipment lead time, demolition, installation, startup, and all work associated with the project)			Calendar Days	75	

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 11, 2021

SUBJECT:

Motion to Reappoint Mr. James Kerr to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2021, through May 31, 2023.

STAFF RESOURCE:

Eric Ellwanger, City Manager
Shelley B. George, City Secretary

BACKGROUND

On April 11, 2006, the Allen City Council appointed Mr. James Kerr as one of the two NTMWD Board Members representing the City of Allen. Mr. Kerr's current term expires May 31, 2021. The City Council, by a majority vote, should reappoint Mr. Kerr or appoint another Director to serve a term from June 1, 2021, to May 31, 2023.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in the city from which he is appointed. No member of a governing body of a city and no employee of a city shall be appointed as a Director." Under other state law, no other government official that receives compensation could be appointed.

Attached is a letter from the NTMWD requesting the City Council consider an appointment and a letter from Mr. Kerr expressing his interest in continuing to serve on the Board if the City Council is so inclined.

STAFF RECOMMENDATION

Staff recommends reappointing Mr. James Kerr to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2021, through May 31, 2023.

MOTION

I make a motion to reappoint Mr. James Kerr to the NTMWD Board as a representative for the City of Allen for a two-year term effective June 1, 2021.

ATTACHMENTS:

Letter for Reappointment

3/19/2021

RECEIVED
City of Allen
MAR 19 2021

City Secretary's Office

Mr. Eric Ellwanger, City Manager
City of Allen
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
RE: NTMWD Board Reappointment

Dear Mr. Ellwanger,

This letter is to inform you, the Mayor, and the City Council Members that I do want to be reappointed as a Director to the North Texas Municipal Water District.

As you know we are in the process of hiring a new Executive Director, and I would like to see that completed. We are also nearing the completion of Lake Bios D Arc and all of the ancillary facilities required to deliver water to our customers.

Our next major effort is to develop even more water that will be needed by 2040.

Should you or the Council ever need a more comprehensive report on the activities of the District please contact me. If I don't know the answer, I know who to call to get the answer.

Sincerely

James D. Kerr

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	May 11, 2021
SUBJECT:	Motion to Accept the City of Allen Strategic Plan.
STAFF RESOURCE:	Rebecca Vice, Assistant City Manager
PREVIOUS COUNCIL ACTION:	<p>On January 23, 2021, the Allen City Council participated in a Special Called Workshop to develop a new Strategic Plan for 2021-2026-2036.</p> <p>On April 17, 2021, the Allen City Council participated in a second Special Called Workshop to conclude their work on the City of Allen Strategic Plan.</p>
ACTION PROPOSED:	Motion to Accept the City of Allen Strategic Plan.

BACKGROUND

In 2020, under new city management leadership and a new Mayor, the City decided to embark on a new Strategic Plan. Working with Lyle Sumek and Associates, Inc., the City Council and City Management spent hours over the course of several months to prioritize projects, clarify initiatives and develop work plans. On January 23, 2021, the Allen City Council participated in a Special Called Workshop to develop a new Strategic Plan for 2021-2026-2036. On April 17, 2021, the Allen City Council participated in a second Special Called Workshop to conclude their work on the 2021-2026-2036 Strategic Plan.

The Executive Summary of the Strategic Plan document (Copyright release filed with Office of the City Secretary) captures the City Council's Vision for Allen in 2036, Mission for our City Government, and Plan for 2021-2026.

Vision 2036 - *It's our safe community, community character, community unity, vibrant centers, great neighborhoods and experiences for all that make us the premier place to live in the DFW Metroplex.*

City Government Mission - *The Allen City Government Mission is to provide best in class municipal services, be financially responsible and sound, plan and invest in Allen's future, engage our community, provide fair and equitable community services and city government, preserve and enhance our Allen community character and stimulate economic growth and business investment.*

City of Allen Goals for 2026

- Financially sound and transparent city government
- Safe and livable community for all
- vibrant community centers with lively destinations and successful commercial centers
- High-performing city team providing resident-focused services
- diverse, equitable and inclusive community

STAFF RECOMMENDATION

Staff recommends that the City Council accept the City of Allen Strategic Plan.

MOTION

I make a motion to accept the City of Allen Strategic Plan.

ATTACHMENTS:

Strategic Plan Executive Summary

Table of Contents

EXECUTIVE SUMMARY

Strategic Planning for the City of Allen	1
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Allen Vision 2036	2
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Allen City Government: Our Mission	3
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City of Allen: Plan 2021 – 2026	4
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City of Allen: Action Agenda 2021	17
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STRATEGIC FRAMEWORK MODEL FOR CITY OF ALLEN

VISION 2036

“Desired Destination for Allen”

PLAN 2026

“Map to Allen’s Destination”

EXECUTION

“Route for Next Year”

MISSION

“Responsibilities of Allen’s City Government”

BELIEFS

*“Performance Expectations for
Allen City Employees”*

Allen Vision 2036

2036 — It's our

SAFE COMMUNITY

COMMUNITY CHARACTER

COMMUNITY UNITY

VIBRANT CENTERS

GREAT NEIGHBORHOODS

EXPERIENCES FOR ALL

that make us the PREMIER PLACE TO LIVE

in the DFW Metroplex.

Allen City Government: Our Mission

ALLEN CITY GOVERNMENT MISSION *is to*

- **PROVIDE BEST IN CLASS MUNICIPAL SERVICES**
- **BE FINANCIALLY RESPONSIBLE AND SOUND**
- **PLAN AND INVEST IN ALLEN’S FUTURE**
- **ENGAGE OUR ALLEN COMMUNITY**
- **PROVIDE FAIR, EQUITABLE COMMUNITY SERVICES
AND CITY GOVERNMENT**
- **PRESERVE/ENHANCE OUR ALLEN COMMUNITY
CHARACTER**
- **STIMULATE ECONOMIC GROWTH AND BUSINESS
INVESTMENT**

City of Allen Goals 2026

- **FINANCIALLY SOUND AND TRANSPARENT CITY GOVERNMENT**
- **SAFE AND LIVABLE COMMUNITY FOR ALL**
- **VIBRANT COMMUNITY WITH LIVELY DESTINATIONS AND SUCCESSFUL COMMERCIAL CENTERS**
- **HIGH-PERFORMING CITY TEAM PROVIDING RESIDENT-FOCUSED SERVICES**
- **DIVERSE, EQUITABLE AND INCLUSIVE COMMUNITY**

GOAL 1	FINANCIALLY SOUND AND TRANSPARENT CITY GOVERNMENT
---------------	--

► **Objectives**

1. Have adequate resources to support the services and service levels as defined in the Annual Budget
2. Invest regularly in the maintenance and upgrade on City infrastructure and facilities
3. Have diversified revenue sources for the City
4. Deliver City services in the most cost-effective and efficient manner
5. Have proactive communications strategy and processes for informing the residents and Allen community

► **Short-Term Challenges and Opportunities**

1. Maintaining the focus on City government's core service responsibilities
2. Increasing costs of service delivery
3. Lack of understanding by residents and businesses to Allen City Government – finances and services
4. Understanding the impacts of COVID-19 on City finances and services
5. Defining and funding City services and service levels, and determining City service priorities
6. Actions by the Texas State Legislature and Administration impacting City government – home rule, finances and revenues
7. Misinformation and “false facts” about the Allen City Government
8. Increasing expectations and demands for City services
9. Economic uncertainty and potential recession

► Actions 2021

Policy Agenda

- | | |
|--|--------------|
| 1. Long-Range Financial Plan/Model: Update | Top Priority |
| 2. Capital Project Fund: Report with Options, Direction, and City Actions | Top Priority |
| 3. Community Engagement Strategy: Report, Direction and City Actions | Top Priority |
| 4. Financial Policies: Review and Refinement | |
| 5. Charter Development Term Limits Reconsideration: Direction and City Actions | |

Management Actions

- | | |
|---|--------------|
| 1. Comprehensive Compensation: Market Analysis, Report, Direction and Funding | Top Priority |
| 2. Chief Financial Officer: Hiring | |

Management in Progress

1. Certificate of Achievement for Excellence: Financial Reporting
3. Distinguished Budget Presentation Award
2. Achievement of Excellence in Procurement Award Excellence
4. Financial Annual and Quarterly Reporting Update/Automate
5. Utility Billing Accounting Treatment and Procedures: Comprehensive Review
6. Media Policies and Procedures: Update
7. Crisis Communications Plan: Update
8. COVID-19 Vaccine Notification Process: Implementation
9. Advanced Meter Infrastructure: Selection
10. City Water Cutoffs for Non-Payment: Implementation
11. NRPA National Re-Accreditation for Next 5-Year Cycle
12. Park Ordinance and Fee: Review
13. Communication Plan: Update
14. Social Media Policy and Responsive Monitoring Strategy: Update
15. Water Cutoff/Payment Plan
16. Grants Report

GOAL 2**SAFE AND LIVABLE COMMUNITY FOR ALL****► Objectives**

1. Maintain and expand the connectivity of the Allen trail system
2. Invest in maintaining and upgrading the City's Infrastructure and facilities
3. Maintain and enhance Allen as one of the safest cities in Texas
4. Maintain the reputation as a family-friendly community and a preferred place to live in the DFW Metroplex
5. Provide recreation and library programming responsive to the needs of the diverse Allen community
6. Maintain and enhance Allen community/recreation centers

► Short-Term Challenges and Opportunities

1. Aging housing stock
2. Keeping our parks great with up-to-date amenities
3. Aging City infrastructure
4. Defining the City's role in regulating homes and neighborhoods, and compliance vs. enforcement
5. Homelessness and defining the City's roles, responsibilities, and actions
6. Growing impacts on mental health/brain health issues on public safety departments
7. Differing perception of "east" vs. "west" split within the Allen community
8. Maintaining the "One Allen Community" feeling and attitude

► Actions 2021

Policy Agenda

1. Neighborhood Stabilization/Enhancement: Strategy, Assessment Tools and Action Plan High Priority
2. Safest City Strategy: Services, Best Practices and Staffing High Priority
3. Trail Development/Connectivity: Status Report, Maintenance and Community Information High Priority
4. Mental Health/Brain Health Strategy: Problem Analysis/Community Needs, Policy Direction, and Implementation Plan
5. Molsen Farm: Trail Head and Master Plan Refresh

Management Agenda

1. Library Expansion Project: Design, Drawings and Construction Top Priority
2. Community Enhancement Master Plan (5-Year): Implementation Top Priority
3. Screening Walls (HOA/Non-HOA/City) Strategy: Policy and Action Plan High Priority
4. Homeless Strategy: Problem Analysis, Report with Options, Direction and City Actions High Priority
5. Traffic Management Plan: Implementation

Management in Progress

1. Block Party Trailer Program: Implementation
2. Multi-Family Inspection/Maintenance Program: Re-Vamp
3. Health Permitting Process: Evaluation and Direction
4. Community Assistance Program for COVID: Implementation
5. HOA Asset Study (GIS)
6. P & R Guest Experience Initiative
7. Culture and Engagement Initiative
8. Private Property Trail Accommodations: Resolution
 - a. Montgomery Farm
 - b. McDermott
9. Parks, Open Space and Maintenance Master Plan: Adoption
10. Trail Erosion Management Plan
11. Public Arts Projects: AEC and Natatorium
12. Park Land Acquisition
13. FF&E Replacement Plan
14. Recreation Strategic Plan Refresh
15. Parks and Recreation Maintenance Plan
16. Boundary Trail

► Actions 2021

Management in Progress (Continued)

17. Multi-Family Inspection Ordinance: Adoption
18. Swimming Pool Ordinance:
19. Food Regulations Ordinance: Adoption
20. Community Enhancement Process Improvement:
21. Dog Park: Location, Design and Funding

Major Projects

1. Stephen G. Terrell Recreation Center Project: Construction
2. Allen Heritage Village
3. Dog Park : Funding
4. Ford Pool Heater Project
5. Ridgeview Drive Trail Connections
6. Rolling Hills Park Expansion:
 - a. Funding
 - b. Construction
7. Trail Marker Program
8. Allen Station Park Playground Improvements
9. Ford Park East: Redesign
10. Aquatic Improvements – DRN Slide
11. Cricket Field at Spirit Park Parking Lot
12. Steam Locomotive Painting
13. Stream Bank Erosion Control Project Phase 1
14. Recreation Facility Security Cameras
15. Pollinator Signage at Reed Park

GOAL 3**VIBRANT COMMUNITY WITH LIVELY
DESTINATIONS AND SUCCESSFUL COMMERCIAL
CENTERS****► Objectives**

1. Develop Highway 121 as a major community and regional destination
2. Redevelop older commercial centers
3. Have an “Allen” sense of place and its own identity known by residents
4. Maintain and enhance Allen Event Center as a successful asset contributing to our Allen community
5. Develop Allen Downtown as a major community and regional destination that has a “unique” draw that is distinctive from other regional downtowns

► Short-Term Challenges and Opportunities

1. Aging commercial center that have vacancies and low-value businesses, and are unattractive and deteriorating
2. Defining the vision for Allen Downtown
3. Attracting businesses that are sustainable over time – avoid open and then close syndrome
4. Uncertain economic future and the impacts on future developments in Allen
5. Redefining the direction for older, aging commercial centers
6. Finding major developers who share Allen’s vision
7. Negotiating public-private partnerships and development agreements, including the City contribution/incentives for development and maintenance
8. Residents resistance to increased density and multi-family residential developments – condos, apartments, townhomes
9. Maintenance of rental housing – multi-family and single-family

► Actions 2021

Policy Agenda

- | | |
|--|---------------|
| 1. Allen Downtown Plan/Strategy: Phase 1 Baseline and Phase 2 Vision/Master Plan | Top Priority |
| 2. Mixed-Use Development: Review, Direction, Community Understanding | High Priority |
| 3. City Economic Development Policy and Strategy: Review and Direction | High Priority |
| 4. Major Businesses Office/Campus Development: Market Research and Direction | High Priority |
| 5. Event Center: Evaluation Report and Future Direction | |

Management Agenda

- | | |
|--|--------------|
| 1. Hotel/Conference Center Future: Update Report | Top Priority |
|--|--------------|

Management in Progress

1. One Bethany West: Business Recruitment
2. Allen Tech Hub Development
3. Manufacturing/Office Tenant Recruitment
 - a. 6000 Millennium Drive
 - b. 915 Enterprise Boulevard
4. Data Center Tenant: Recruitment
5. Chelsea/SH 121 Developer/Investor Recruitment
6. The Farm Development Phase 1 Incentive Program: Implementation
7. Class A Office Development: Recruitment
8. The Avenue Project – Phase 1: Implementation
9. SH 121 Entertainment Projects: Recruitment
10. Tradeshow and Event Sponsorships
11. Allen Event Center or at Delta: Two Clients Events
12. Collaborative Sales Missions to Austin
13. Host 5 Mini Familiarization Tours
14. Video Planner Testimonials: Creation (6)
15. Collaborative Selling Strategies / Development: SWOT Analysis, a Public Relations and a Marketing Plan

GOAL 4**HIGH-PERFORMING CITY TEAM PROVIDING
RESIDENT-FOCUSED SERVICES****► Objectives**

1. Develop and maintain proactive City communications policies, strategies, and tools to inform the community
2. Develop effective and usable performance metrics for evaluating the service performance and the value to the Allen community
3. Maintain and enhance a City organization culture that emphasizes professionalism, results and performance accountability
4. Hire and retain a professional, talented City workforce dedicated to serving our community
5. Have the City working as a team: Mayor-City Council, City managers, directors, supervisors and staff working together and respecting the respective roles
6. Have stable and visible leadership in City government
7. Hire, develop and retain a top-quality City workforce

► Short-Term Challenges and Opportunities

1. Attracting, hiring, and retaining a top-quality City workforce dedicated to the City government core values and to serving the Allen community
2. Maintaining the City as the “employer of choice”
3. Determining how to “best” communicate with our Allen community and our residents
4. Encouraging City employees to think creatively and to take innovative actions
5. Providing the necessary tools and resources for effective City service delivery
6. Term limits impacting City and community leadership
7. Maintaining the City as the best place to work
8. Safe and secure City buildings and facilities

► Actions 2021

Management Agenda

- | | |
|---|---------------|
| 1. Comprehensive Street Assessment and Master Plan: Scope, Process and Plan Development | Top Priority |
| 2. Comprehensive Information Technology Five-Year Plan: Development and Funding | High Priority |
| 3. Strategic Plan 2021-2026-2036 Development and Institutionalization: Completion and City Actions | High Priority |
| 4. Fire Station 6: Staffing and Construction | High Priority |
| 5. State Legislative Agenda and Advocacy for Legislative Session 2021: Key Issues, City Positions and City Actions; Advocacy Approach | High Priority |
| 6. Comprehensive City Buildings and Facilities Plan Development: Condition Assessment, Security Needs and Plan Development | |

Management in Progress

1. Public Information Request Software: Evaluation
2. Agenda Management Software: Evaluation
3. Board Management Tool: Budget FY '21-22 Decision
4. Record Center Barcode System: Evaluation
5. Digital Records Laserfiche: Expansion
6. Electronic Submittals for Building Permits and Planning: Migration
7. eReview Platform (EnerGov): Implementation
8. Vaccination Program: Implementation
9. COVID Testing
10. PRIDE Values Program: Implementation
11. LinkedIn Learning Management System: Implementation
12. 4 Education Program: Implementation
13. Personnel Policy Manual: Update
14. Layer 3 Network Conversion: Completion
15. Police Records Management System: Migration
16. VDI (Nutanix Frame): Deployment
17. Library Technology Upgrades: Implementation: Mobile Checkout
18. Safety Program
19. 21st Century Policing: Report

Major Projects

1. Windridge Water/Sewer Replacement Project
 - Phase 1 Construction
 - Phase 2 Bid 1221 Contract Award
2. 2021 City-Wide Streets and Alleys Repair Projects

► **Actions 2021 (Continued)**

<i>Major Projects</i>

3. FM 2551 Project
4. Sloan Creek Regional Lift Station Project
 - Phase 1
 - Phase 2
5. US 75/Ridgeview Interchange Project [TxDOT]
6. US 75 Technology Lane Project [TxDOT]
7. Allen Gateway Public Art Project (Governor's Award)
8. AMI: Installation
 - Design
 - Operational

GOAL 5

DIVERSE, EQUITABLE AND INCLUSIVE COMMUNITY

► Objectives

1. Have respect for all individuals and all groups in our Allen community
2. Have an equitable community for all
3. Have an ongoing Community Dialog processes on **DIVERSITY EQUITY INCLUSION** – expanding awareness, stimulating actions, monitoring performance and producing results beneficial for our Allen community
4. Have Allen community partners working together to address **DIVERSITY EQUITY INCLUSION**
5. Have successful Allen community events and festival celebrating diverse cultures
6. Have community organizations and institutions working together for the benefit of the Allen community

► Challenges and Opportunities

1. Defining diversity, equity and inclusion issues for Allen
2. Perception: there are no equity or inclusions issues or problems in Allen
3. Diversifying the City workforce to reflect our Allen community demographics
4. Differing cultural and languages in our Allen community
5. Difference between first generations and second generations within the same ethnic population
6. Partnering with the Allen community – non-profit organizations, community organizations, faith-based community and other government agencies to enhance equity and sustainability
7. Defining the City’s role and responsibilities to address the challenges associated with equity and inclusion
8. Increasing diverse population in our Allen community
9. Determining the best methods of communicating with and involving Allen’s diverse community
10. Differing definitions and expectations of “Equitable” and “Inclusion”
11. Maintaining residents’ pride in the Allen community – one Allen community
12. Resistance to and difficulty in having a community dialog on diversity, equity and inclusion

► **Challenges and Opportunities (continued)**

13. Polarized political environment stoked by fear
14. Identifying, understanding, accepting and addressing systemic racism in the United States
15. Differing cultural traditions within the same cultural population
16. Focusing on issues and topics relevant to our Allen community
17. Having national issues and debate diverting City government energies, resources and actions away from our Allen community's issues
18. Differing perspectives among the Mayor and City Council Members
19. Responding to pressures and demands from special interest groups
20. City government unable to meet the growing expectations in a national debate on race, equity and safety

► **Actions 2021**

Policy Agenda

1. Diversity, Equity and Inclusion Task Force and Report: Development, Report, Direction and City Actions
2. Diversity, Equity, and Inclusion: City Policy Statement

Management Actions

1. City Organization Action Plan: Report and City Actions
2. Strategic Plan 2021-2026-2036 – Diversity, Equity, and Inclusion

Management in Progress

1. Financial Counseling Services for Low-Income Residents Participating in Home Repair and Property Improvement Programs. Implementation

Policy Agenda 2021 Targets for Action City of Allen

TOP PRIORITY

Long-Range Financial Plan/Model: Update

Capital Project Fund:

Report with Options, Direction, and City Actions

Allen Downtown Plan/Strategy:

Phase 1 Baseline and Phase 2 Vision/Master Plan

Community Engagement Strategy:

Report, Direction and City Actions

Mixed-Use Development:

Review, Direction, Community Understanding

HIGH PRIORITY

Neighborhood Stabilization/Enhancement:

Strategy, Assessment Tools and Action Plan

Safest City Strategy: Services, Best Practices and Staffing

City Economic Development Policy and Strategy:

Review and Direction

Major Businesses Office/Campus Development:

Market Research and Direction

Trail Development/Connectivity:

Status Report, Maintenance and Community Information

Management Agenda 2021 Targets for Action City of Allen

TOP PRIORITY

Library Expansion Project: Design, Drawings and Construction
Community Enhancement Master Plan (5-Year): Implementation
**Comprehensive Street Assessment and Master Plan:
Scope, Process and Plan Development**
**City Organization Diversity Equity and Inclusion Action Plan:
Report and City Actions**
**Comprehensive Compensation:
Market Analysis, Report, Direction and Funding**
Hotel/Conference Center Future: Update Report

HIGH PRIORITY

**Screening Walls (HOA/Non-HOA/City) Strategy:
Policy and Action Plan**

**Comprehensive Information Technology Five-Year Plan:
Development and Funding**

**Strategic Plan 2021-2026-2036 Development and Institutionalization:
Completion and City Actions**

Strategic Plan 2021-2026-2036 – Diversity, Equity, and Inclusion

Fire Station 6: Staffing and Construction

**Homeless Strategy:
Problem Analysis, Report with Options,
Direction, and Implementation Plan**

**State Legislative Agenda and Advocacy for Legislative Session 2021:
Key Issues, City Positions and City Actions; Advocacy Approach**

Management in Progress 2021

City of Allen

► Management in Progress 2021

- 1 1. Certificate of Achievement for Excellence: Financial Reporting
- 1 3. Distinguished Budget Presentation Award
- 1 2. Achievement of Excellence in Procurement Award Excellence
- 1 4. Financial Annual and Quarterly Reporting Update/Automate
- 1 5. Utility Billing Accounting Treatment and Procedures: Comprehensive Review
- 1 6. Media Policies and Procedures: Update
- 1 7. Crisis Communications Plan: Update
- 1 8. COVID-19 Vaccine Notification Process: Implementation
- 1 9. Advanced Meter Infrastructure: Selection
- 1 10. City Water Cutoffs for Non-Payment: Implementation
- 1 11. NRPA National Re-Accreditation for Next 5-Year Cycle
- 1 12. Park Ordinance and Fee: Review (**COUNCIL DECISION**)
- 1 13. Communication Plan: Update
- 1 14. Social Media Policy and Responsive Monitoring Strategy: Update
- 1 15. Water Cutoff/Payment Plan
- 1 16. Grants Report (**BUDGET WORKSHOP**)
- 2 17. Block Party Trailer Program: Implementation
- 2 18. Multi-Family Inspection/Maintenance Program: Re-Vamp
- 2 19. Health Permitting Process: Evaluation and Direction
- 2 20. Community Assistance Program for COVID: Implementation
- 2 21. HOA Asset Study (GIS)
- 2 22. P & R Guest Experience Initiative
- 2 23. Culture and Engagement Initiative
- 2 24. Private Property Trail Accommodations: Resolution
 - a. Montgomery Farm
 - b. McDermott
- 2 25. Parks, Open Space and Maintenance Master Plan: Adoption (**COUNCIL DECISION**)

► **Management in Progress 2021**

- 2 26. Trail Erosion Management Plan
- 2 27. Public Arts Projects
 - a. AEC
 - b. Natatorium
- 2 28. Park Land Acquisition
- 2 29. FF&E Replacement Plan
- 2 30. Recreation Strategic Plan Refresh
- 2 31. Parks and Recreation Maintenance Plan
- 32. Boundary Trail
- 2 33. Multi-Family Inspection Ordinance: Adoption
(COUNCIL DECISION)
- 2 34. Swimming Pool Ordinance: Adoption
(COUNCIL DECISION)
- 2 35. Food Regulations Ordinance: Adoption
(COUNCIL DECISION)
- 2 36. Community Enhancement Process Improvements
- 2 37. Dog Park Direction: Location, Design and Funding
(COUNCIL DECISION)
- 3 38. One Bethany West: Business Recruitment
- 3 39. Allen Tech Hub Development
- 3 40. Manufacturing/Office Tenant Recruitment
 - a. 6000 Millennium Drive
 - b. 915 Enterprise Boulevard
- 3 41. Data Center Tenant: Recruitment
- 3 42. Chelsea/SH 121 Developer/Investor Recruitment
- 3 43. The Farm Development Phase 1 Incentive Program: Implementation
- 3 44. Class A Office Development: Recruitment
- 3 45. The Avenue Project – Phase 1: Implementation
- 3 46. SH 121 Entertainment Projects: Recruitment
- 3 47. Tradeshow and Event Sponsorships
- 3 48. Allen Event Center or at Delta: Two Clients Events
- 3 49. Collaborative Sales Missions to Austin
- 3 50. Host 5 Mini Familiarization Tours
- 3 51. Video Planner Testimonials: Creation (6)
- 3 52. Collaborative Selling Strategies / Development: SWOT Analysis, a Public Relations and a Marketing Plan
- 4 53. Public Information Request Software: Evaluation
- 4 54. Agenda Management Software: Evaluation
- 4 55. Board Management Tool: Budget FY '21-22 Decision

► **Management in Progress 2021**

- 4 56. Record Center Barcode System: Evaluation
- 4 57. Digital Records Laserfiche: Expansion
- 4 58. Electronic Submittals for Building Permits and Planning: Migration
- 4 59. [eReview Platform (EnerGov): Implementation]
- 4 60. Vaccination Program: Implementation
- 4 61. COVID Testing
- 4 62. PRIDE Values Program: Implementation
- 4 63. LinkedIn Learning Management System: Implementation/Refinement
- 4 64. 4 Education Program: Implementation
- 4 65. Personnel Policy Manual: Update
- 4 66. Layer 3 Network Conversion: Completion
- 4 67. Police Records Management System: Migration
- 4 68. VDI (Nutanix Frame): Deployment
- 4 69. Library Technology Upgrades: Implementation: Mobile Checkout
- 4 70. Safety Program
- 4 71. 21st Century Policing: Report
- 5 72. Financial Counseling Services for Low-Income Residents Participating in Home Repair and Property Improvement Programs. Implementation

Major Projects 2021

City of Allen

► Major Projects 2021

- 2 1. Stephen G. Terrell Recreation Center Project: Construction
- 2 2. Allen Heritage Village
- 2 3. Dog Park: Funding
(COUNCIL DECISION)
- 2 4. Ford Pool Heater Project
- 2 5. Ridgeview Drive Trail Connections
- 2 6. Rolling Hills Park Expansion
 - a. Funding
(COUNCIL DECISION)
 - b. Construction
- 2 7. Trail Marker Program
- 2 8. Allen Station Park Playground Improvements
- 2 9. Ford Park East: Redesign
- 2 10. Aquatic Improvements – DRN Slide
- 2 11. Cricket Field at Spirit Park Parking Lot
- 2 12. Steam Locomotive Painting
- 2 13. Stream Bank Erosion Control Project Phase 1
- 2 14. Recreation Facility Security Cameras
- 2 15. Pollinator Signage at Reed Park
- 4 16. Windridge Water/Sewer Replacement Project
 - Phase 1 Construction
 - Phase 2 Bid 1221 Contract Award
- 4 17. Annual 2021 City-Wide Streets and Alleys Repair Projects
- 4 18. FM 2551 Project TxDOT
- 4 19. Sloan Creek Regional Lift Station Project
 - Phase 1
 - Phase 2
- 4 20. US 75/Ridgeview Interchange Project
- 4 21. US 75 Technology Lane Project TxDOT

► **Major Projects 2021** *(Continued)*

4 22. Allen Gateway Public Art Project (Governor's Award)

4 23. AMI: Installation
Design
Operational