



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
OCTOBER 22, 2019 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

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

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

- Presentation of a Proclamation to Jesse Simmons, City Forester, Proclaiming October 26, 2019, as *Arbor Day*.
- Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming November 2, 2019, as *Allen Recycles Day*.
- Presentation of a Proclamation to Municipal Court Judge Cynthia Gore Proclaiming November 4-8, 2019, as *Municipal Court Week*.

3. Recognition of the Allen Community Services Department - Water Conservation Division Award and Recognition Presentation.

4. Recognition of the Allen Community Services Department - Waste Services Division Awards and Recognitions Presentations.

5. Recognition of the Allen Economic Development Corporation as the Recipient of the *Innovativeness Award for 2019* and the *Community Economic Development Award for 2019* by the Texas Economic Development Council.

6. Recognition of the Purchasing Division for Receipt of the 2019 Achievement of Excellence in Procurement Award.

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 October 8, 2019, Regular City Council Meeting.
8. Adopt an Ordinance Approving and Enacting Supplement No. 16 to the Code of Ordinances.
9. Adopt an Ordinance Approving and Enacting Supplement No. 17 to the Allen Land Development Code.
10. Adopt a Resolution Casting 114 Votes for Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.
11. Adopt a Resolution Approving the Terms and Conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, Acting by and through the Texas Department of Transportation for Funding Traffic Signal Detection Improvements.
12. Adopt a Resolution Authorizing the City Manager to Execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for Purchase of Traffic Signal Equipment.
13. Authorize the City Manager to Execute a Contract with Total Highway Maintenance, LLC for Installation of Pavement Markings in the Annual Amount of \$100,000 with Two (2) Optional One-Year Renewals.
14. Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc. for Construction of Water and Sanitary Sewer Improvements - Greenville Avenue/Chaparral Road and Main Street/Boyd Drive in the Amount of \$494,718.
15. Accept the Resignation of Sharyn King and Declare a Vacancy in Place No. 5 on the Animal Shelter Advisory Committee.
16. Receive the Capital Improvement Program (CIP) Status Report.
17. Receive the Investment Report for the Period Ending September 30, 2019.

Other Business.

18. Calendar.
 - October 21 - November 1 - Early Voting Period for the Texas Constitutional Amendment Election
 - October 26 - Arbor Day Celebration, Glendover Park, 9 a.m.
 - November 2 - Allen Recycles Day, Allen City Hall, 8 a.m. - 12 p.m.
 - November 5 - Election Day, 7 a.m. - 7 p.m.
19. 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.)

20. 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, October 18, 2019, 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

AGENDA DATE: October 22, 2019

SUBJECT: Recognition of the Purchasing Division for Receipt of the 2019 Achievement of Excellence in Procurement Award.

STAFF RESOURCE: Debra Morris, Purchasing Manager
Ellen Ataie, Contracts Administrator
Casey Bennett, Purchasing Analyst
Eva Badali, Senior Buyer
John Snitzer, Buyer

BACKGROUND

The 2019 Achievement of Excellence in Procurement has been awarded to the City of Allen Purchasing Division by the National Purchasing Institute (NPI). This is the nineteenth consecutive year that the City has received this award.

The Achievement of Excellence in Procurement is an award designed to recognize organizational excellence in public procurement. The annual award is earned by those organizations, public or nonprofit, that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure innovation, professionalism, productivity, and leadership attributes of the procurement organization.

A sampling of the standardized criteria in which applicants are rated include:

- Procurement
- Ethics
- Standards
- Electronic Procurement
- Internal Customer and Vendor Training
- Centralized Procurement Authority
- Comprehensive P-Card Program
- Use of Term/Requirements Contracts
- Certification/Professional Staff

The program was created in 1995 by the National Purchasing Institute's board of directors to:

- Recognize organizational excellence in public and nonprofit procurement,
- Encourage development of excellence, and
- Encourage continued excellence.

In addition to NPI, the Achievement of Excellence in Procurement award is sponsored by the National Institute of Governmental Purchasers (NIGP), the California Association of Public Purchasing Officers (CAPPO), the Florida Association of Public Purchasing Officers (FAPPO) and the Institute for Supply Management (ISM).

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 22, 2019

SUBJECT:

Approve Minutes of the October 8, 2019, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 8, 2019

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Carl Clemencich (arrived at 6:22 p.m.)

Lauren Doherty

Chris Schulmeister

Baine Brooks

City Staff:

Eric Ellwanger, City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary (absent)

Teresa Warren, Director, Public and Media Relations Office

Lauren Field, Deputy City Secretary

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:18 p.m. on Tuesday, October 8, 2019, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update Regarding Cybersecurity.**
- 2. Briefing Regarding the Better Block Project.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:56 p.m. on Tuesday, October 8, 2019.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:04 p.m. on Tuesday, October 8, 2019, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen Comments.

Desmond Bibbs, 1001 Stoneport Lane, Allen, Texas, announced the move of the Credit Union of Texas' corporate headquarters to Allen and invited Council to their grand opening and ribbon cutting.

Kathy Litinas, 306 Cordova Drive, Allen, Texas, spoke regarding upcoming events for Allen Reads at the Allen Public Library.

2. Present Plaques-of-Appealation to Former Members of the Various Boards and Commissions.

- Ken Barry, Board of Adjustment/Building & Standards/Sign Control Board, 2012-2019
- Luke Hollingsworth, Board of Adjustment/Building & Standards/Sign Control Board, 2019
- Brian Doherty, Board of Adjustment/Building & Standards/Sign Control Board, 2017-2019
- Beverly Pruitt, Central Business District Design Review Committee, 2013-2019
- Kristina Holcomb, Community Development Corporation, 2016-2019
- Robin Sedlacek, Community Development Corporation, 2016-2019
- Carson Doss, Convention and Visitors Bureau Advisory Board, 2013-2019
- Troy Webre, Keep Allen Beautiful Board, 2015-2019
- Shahmeen Khan, Library Board, 2015-2019
- Tom Cowart, Parks and Recreation Board, 2011-2019
- Paul Davidson, Parks and Recreation Board, 2010-2019
- Tricia Losavio, Parks and Recreation Board, 2007-2019

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

- Present a Proclamation to Representatives of the Allen High Noon Lions Club Proclaiming October 10, 2019, as "World Vision Day."

4. Recognize the Allen Parks and Recreation Department for Earning National Accreditation through the Commission for Accreditation of Parks and Recreation Agencies (CAPRA).

Consent Agenda

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

5. Approve Minutes of the September 24, 2019, Regular City Council Meeting.

6. Approve Minutes of the September 30, 2019, TRIAD Meeting.

7. Adopt an Ordinance Amending Ordinance No. 3175-9-13 to Provide for Two Additional Members to the Convention and Visitors Bureau (CVB) Advisory Board.

ORDINANCE NO. 3709-10-19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 3175-9-13 TO PROVIDE FOR TWO ADDITIONAL MEMBERS TO THE CONVENTION AND VISITORS BUREAU ADVISORY BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. **Motion to Appoint Stacey Rogers to Place No. 6 and Karen Musa to Place No. 7 on the Convention and Visitors Bureau (CVB) Advisory Board.**
9. **Authorize the City Manager to Execute a Contract with Allbritton Lee, LLC, dba RE:site for the Design, Fabrication, and Installation of Proposed Artwork in the Allen Event Center Rotunda in the Amount of \$300,000.**
10. **Adopt a Resolution Determining the Necessity for Acquisition of Land for the Construction of Sloan Creek Sanitary Sewer Main; Providing for a Last and Final Offer and Authorization to Purchase Permanent Utility and Temporary Construction Easements; and Authorizing the City Attorney to File Proceedings in Eminent Domain to Acquire Such Easements, if Necessary.**

RESOLUTION NO. 3710-10-19(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DETERMINING THE EXISTENCE OF A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE FOR THE ACQUISITION OF THE LAND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO FOR SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS RELATING TO THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND REMOVAL OF SANITARY SEWER MAINS AND RELATED FACILITIES FOR THE SLOAN CREEK SANITARY SEWER MAIN PROJECT; AUTHORIZING THE PURCHASE OF SAID EASEMENTS FOR JUST COMPENSATION; AUTHORIZING A LAST AND FINAL OFFER AND AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SUCH PROPERTY IF SUCH LAST AND FINAL OFFER IS REFUSED OR NOT TIMELY ACCEPTED; AND PROVIDING FOR AN EFFECTIVE DATE.

The motion carried.

Regular Agenda

11. **Adopt a Resolution Implementing the Water and Sewer Rate Increases Recommended for Fiscal Year 2019-2020.**

RESOLUTION NO. 3711-10-19(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING SANITARY SEWER CHARGES AND WATER SERVICE CHARGES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion by Councilmember Schulmeister and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to adopt Resolution No. 3711-10-19(R), as previously captioned, setting new rates for residential and commercial water and sewer services. The motion carried.

Other Business

12. Calendar.

- October 21 – November 1 – Early Voting Period for the November 5th Texas Constitutional Amendment Election

13. Items of Interest.

- Council wished happy 14th wedding anniversary to Councilmember Doherty and her husband, Brian.

Executive Session

The Executive Session was not held.

Adjournment

MOTION: Upon a motion made by Councilmember Doherty and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:50 p.m. on Tuesday, October 8, 2019. The motion carried.

These minutes approved on the 22nd day of October 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: October 22, 2019

SUBJECT: Adopt an Ordinance Approving and Enacting Supplement No. 16 to the Code of Ordinances.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: On May 14, 2019, Supplement No. 15 to the Code of Ordinances was adopted by Ordinance No. 3665-5-19.

ACTION PROPOSED: Adopt an Ordinance Approving and Enacting Supplement No. 16 to the Code of Ordinances.

BACKGROUND

Upon adoption of Ordinance No. 2341-10-04, the City Council adopted the Code of Ordinances for the City of Allen, 2004 Edition. Subsequent to that time, updates have been processed for the Code of Ordinances, the most recent update being Supplement No. 15.

The proper procedure for adopting the updated supplement is through an Ordinance. After adoption of the proposed Ordinance, the City Secretary is requesting each Councilmember return their copy of the Code of Ordinances to be updated and the Code of Ordinances will be returned to you as soon as possible.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance updating the Code of Ordinances for the City of Allen.

MOTION

I make a motion to adopt Ordinance No. _____ approving and enacting Supplement No. 16 to the Code of Ordinances of the City of Allen.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING SUPPLEMENT NO. 16 TO THE CODE OF ORDINANCES; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING A REPEAL OF CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING A PENALTY FOR SUCH VIOLATION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, adopted a republication of the Code of Ordinances for the City of Allen by Ordinance; and,

WHEREAS, the City Council has enacted additional Ordinances amending the Code of Ordinances; and,

WHEREAS, it is necessary to supplement the Code of Ordinances of the City of Allen, Texas, to include those amendments within the body of the Code.

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

SECTION 1. Supplement No. 16 to the Code of Ordinances of the City of Allen, Texas, heretofore enacted by Ordinance No. 2341-10-04 be, and the same is hereby, adopted and shall hereafter constitute a Supplement to the Code of Ordinances.

SECTION 2. Copies of Supplement No. 16, duly authenticated and approved by attachment to a certified copy of this Ordinance, under signature of the Mayor and attested by the City Secretary, shall be printed and distributed to all holders of the Code of Ordinances in accordance with the current list kept for that purpose by the City Secretary.

SECTION 3. Said Code, as supplemented, shall be admitted in evidence without further proof, and the City Secretary shall record this Supplement adopted as amendments to said Code in the Ordinance records of the City, and thereafter such Code, as amended and supplemented, shall serve as a record of the Ordinances so codified, and it shall not be necessary in establishing the content of any particular Ordinance so codified to go beyond said record.

SECTION 4. It is the intention of the City Council to make this Supplement and the amendments incorporated within it part of the Code of Ordinances when printed or reprinted in page form, distributed to and incorporated within the original Code of Ordinance books distributed by the City Secretary. A copy of such Code, as supplemented hereby, shall be available for all persons desiring to examine the same in the office of the City Secretary during regular business hours. Ordinances passed subsequent to the enactment of this Supplement shall be added to the body of the Code of Ordinances and incorporated within it by reference so that reference to the Code of Ordinances of the City of Allen shall be understood and intended to include such additions and amendments.

SECTION 5. Whenever in the Code of Ordinances an act is prohibited or is made or declared to be unlawful, or an offense, or a misdemeanor, or whenever in such Code the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of such provision of the Code by any person, firm or corporation shall be deemed to be a misdemeanor and, upon conviction in the Municipal Court of the City of Allen, such person, firm or corporation shall be punished by a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500) for each offense, except where a different penalty has been established by state law for such offense, in which case the penalty shall be that fixed by state law, and for any offense which is a violation of any provision that governs

fire safety, zoning, public health and sanitation or dumping refuse, the penalty shall be a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 6. This Ordinance and the Supplement adopted hereby shall become effective upon passage as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF OCTOBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: October 22, 2019

SUBJECT: Adopt an Ordinance Approving and Enacting Supplement No. 17 to the Allen Land Development Code.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: On September 28, 2018, Council Adopted Ordinance No. 3664-5-19 Approving and Enacting Supplement No. 16.

ACTION PROPOSED: Adopt an Ordinance Approving and Enacting Supplement No. 17 to the Allen Land Development Code.

BACKGROUND

Upon adoption of Ordinance No. 2639-7-07, the City Council adopted a New Allen Land Development Code for the City of Allen. Supplement No. 17 codifies all updates to the Land Development Code through August 27, 2019.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance updating the Land Development Code for the City of Allen.

MOTION

I make a motion to adopt Ordinance No. _____ adopting and enacting Supplement No. 17 to the Land Development Code of the City of Allen.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING SUPPLEMENT NO. 17 TO THE ALLEN LAND DEVELOPMENT CODE; PROVIDING FOR THE PRINTING THEREOF, AUTHENTICATION BY THE MAYOR AND ATTESTATION BY THE CITY SECRETARY; PROVIDING A REPEAL OF CERTAIN ORDINANCES; PROVIDING EXCEPTIONS TO REPEAL; PROVIDING A PENALTY FOR SUCH VIOLATION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, adopted a republication of the Land Development Code of the City of Allen by Ordinance; and,

WHEREAS, the City Council has enacted additional Ordinances amending the Land Development Code; and,

WHEREAS, it is necessary to supplement the Land Development Code of the City of Allen, Texas, to include those amendments within the body of the Code.

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

SECTION 1. Supplement No. 17 to the Land Development Code of the City of Allen, Texas, heretofore enacted by Ordinance No. 2639-7-07 be, and the same is hereby, adopted and shall hereafter constitute a Supplement to the Land Development Code.

SECTION 2. Copies of Supplement No. 17, duly authenticated and approved by attachment to a certified copy of this Ordinance, under signature of the Mayor and attested by the City Secretary, shall be printed and distributed to all holders of the Land Development Code in accordance with the current list kept for that purpose by the City Secretary.

SECTION 3. Said Code, as supplemented, shall be admitted in evidence without further proof, and the City Secretary shall record this Supplement adopted as amendments to said Code in the Ordinance records of the City, and thereafter such Code, as amended and supplemented, shall serve as a record of the Ordinances so codified, and it shall not be necessary in establishing the content of any particular Ordinance so codified to go beyond said record.

SECTION 4. It is the intention of the City Council to make this Supplement and the amendments incorporated within it part of the Land Development Code when printed or reprinted in page form, distributed to and incorporated within the original Land Development Code books distributed by the City Secretary. A copy of such Code, as supplemented hereby, shall be available for all persons desiring to examine the same in the office of the City Secretary during regular business hours. Ordinances passed subsequent to the enactment of this Supplement shall be added to the body of the Land Development Code and incorporated within it by reference so that reference to the Land Development Code of the City of Allen shall be understood and intended to include such additions and amendments.

SECTION 5. Whenever in the Land Development Code an act is prohibited or is made or declared to be unlawful, or an offense, or a misdemeanor, or whenever in such Code the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of such provision of the Code by any person, firm or corporation shall be deemed to be a misdemeanor and, upon conviction in the Municipal Court of the City of Allen, such person, firm or corporation shall be punished by a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500) for each offense, except where a different penalty has been established by state law for such offense, in which case the penalty shall be that fixed by state law, and for any offense which is a violation of any provision

that governs fire safety, zoning, public health and sanitation or dumping refuse, the penalty shall be a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 6. This Ordinance and the Supplement adopted hereby shall become effective upon passage as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF OCTOBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: October 22, 2019

SUBJECT: Adopt a Resolution Casting 114 Votes for Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.

STAFF RESOURCE: Eric Ellwanger, City Manager
Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Adopted Resolution No. 3695-8-19(R) nominating Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.

ACTION PROPOSED: Adopt a Resolution Casting 114 Votes for Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.

BACKGROUND

In accordance with the Texas Property Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. On August 27th, the City Council approved the nomination of Mr. Gary Rodenbaugh as a candidate for election to the board of directors. Candidates must be residents of the District for at least two years prior to beginning service on the Board. The City of Allen has 114 votes to cast. As in the past, the proposed Resolution casts all 114 votes for Mr. Rodenbaugh.

MOTION

I make a motion to adopt Resolution No. _____ casting all 114 votes of the City of Allen for Mr. Gary Rodenbaugh for election to the Board of Directors of the Collin Central Appraisal District Board.

ATTACHMENTS:

Resolution
CCAD Letter Regarding Casting Votes

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CASTING BALLOTS FOR THE BOARD OF DIRECTORS FOR THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2019, the City Council adopted Resolution No. 3695-8-19(R) nominating Mr. Gary Rodenbaugh as a candidate to be a Director of the Collin Central Appraisal District; and,

WHEREAS, the City Council is required by the State Property Tax Code to cast votes for the Board of Directors of the Collin Central Appraisal District; and,

WHEREAS, said votes must be made in an open meeting and delivered to the Chief Appraiser before November 14, 2019; and,

WHEREAS, the City Council desires for Gary Rodenbaugh, 102 W. Main Street, Allen, Texas 75013 to continue service on the Board of Directors.

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

SECTION 1. The City Council casts all 114 votes for Gary Rodenbaugh to become a member of the Collin Central Appraisal District Board of Directors.

SECTION 2. The City Council directs the City Secretary to forward a certified copy of this Resolution to the Collin Central Appraisal District and notify all other appropriate parties of this action.

SECTION 3. 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 22ND DAY OF OCTOBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY



Collin Central Appraisal District

September 30, 2019

Received by City of Allen

OCT 03 2019

City Secretary's Office

Stephen Terrell, Mayor
City of Allen
305 Century Pkwy
Allen, TX 75013

RE: Election of Collin Central Appraisal District Board of Directors
Number of votes allocated to: City of Allen

Dear Mayor Terrell:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2020.

Nominations

Nominations will cease the end of calendar day, October 14, 2019. Nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be received by my office no later than October 14, 2019.

Allocation of Votes

Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. City of Allen will have **114** vote(s) to cast for the appointment of the 2020 - 2021 Board of Directors of the Collin Central Appraisal District.

Ballots

My office will prepare and mail a ballot to the presiding officer of each taxing unit that has at least one vote. The mailing of ballots is scheduled for October 16, 2019.

Sincerely,

Bo Daffin
Chief Appraiser

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 22, 2019

SUBJECT:

Adopt a Resolution Approving the Terms and Conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, Acting by and through the Texas Department of Transportation for Funding Traffic Signal Detection Improvements.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION:

On August 13, 2019, the City Council adopted a Resolution approving the Terms and Conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, Acting by and through the Texas Department of Transportation for Funding Traffic Signal Detection Improvements.

ACTION PROPOSED:

Adopt a Resolution Approving the Terms and Conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, Acting by and through the Texas Department of Transportation for Funding Traffic Signal Detection Improvements.

BACKGROUND

TxDOT has requested the City approve a new resolution due to an error on their form, which was attached to the previous resolution approved on 8/13/19.

The City of Allen is a recipient of a Highway Safety Improvement Program (HSIP) grant through the Texas Department of Transportation. The purpose of this program is to reduce instances of traffic fatalities and serious injuries. Ten (10) intersections were selected, based on crash occurrences at traffic signals in the City of Allen. Advance detection cameras will be installed to help reduce the possibility for future vehicular crashes. Advance detection can enhance the safety at signalized intersections by modifying traffic signal timing automatically. Modifications can be extensions of green time and/or queue detection during peak times allowing vehicles needed time to clear the intersection safely, based on traffic demand. As a result, this technology will facilitate efficient traffic signal timing to improve safety and mobility.

The following is a list of the ten (10) awarded intersections in the City of Allen:

Locations

EXCHANGE PARKWAY & ALLEN HEIGHTS
EXCHANGE PARKWAY & GREENVILLE AVE
EXCHANGE PARKWAY & RIVERCREST DR
GREENVILLE AVE & RIVERCREST DR
GREENVILLE AVE & MAIN DR
GREENVILLE AVE & BETHANY DR
GREENVILLE AVE & HIGHTRAIL Dr
MCDERMOTT DR @ WATTERS
MCDERMOTT Dr & TWIN CREEKS DR/ SUNCREEK DR
EXCHANGE PARKWAY & ALMA RD

BUDGETARY IMPACT

The project is estimated to cost \$421,026 for the new traffic signal detection project. Of this, 10% of the construction cost and all TxDOT direct project costs will be the responsibly of the City to fund. Funding for this project will utilize GO bonds only.

In summary, the city's responsible project expenses associated with HSIP funding project are as follows:

ST1908 - Traffic Signal Detection Improvement Project Budget	
Description	Costs
City Design & Construction Cost (10%)	\$ 35,791.61
TxDOT Design Direct Project Cost	\$ 22,500.00
TxDOT Construction Direct Project Cost	\$ 20,336.00
TOTAL	\$ 78,627.61

STAFF RECOMMENDATION

Staff recommends that the City Council approve the terms and conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, acting by and through the Texas Department Of Transportation for funding traffic signal detection improvements.

MOTION

I make a motion to adopt Resolution No. _____ approving the terms and conditions of a Local Project Advance Funding Agreement (LPAFA) with the State of Texas, acting by and through the Texas Department Of Transportation for funding traffic signal detection improvements.

ATTACHMENTS:

Resolution
LPAFA Document
HSIP location map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE LOCAL PROJECT ADVANCE FUNDING AGREEMENT (LPAFA) WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR FUNDING TRAFFIC SIGNAL DETECTION EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, by Resolution No. 3688-8-19 adopted on August 13, 2019, approved a proposed Local Project Advance Funding Agreement by and between the City of Allen, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides for funding Detection Improvements on Various Signalized Intersections; and

,
WHEREAS, following the adoption of Resolution No. 3688-8-19 and prior to execution of the proposed Local Project Advance Funding Agreement by and between the City of Allen, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, approved by Resolution No. 3688-8-19, the Department of Transportation made changes to such agreement; and,

WHEREAS, the City Council has been presented the proposed Local Project Advance Funding Agreement by and between the City of Allen, Texas, and the State of Texas, acting by and through the Texas Department of Transportation, which provides for funding Detection Improvements on Various Signalized Intersections; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement (and any amendments thereto, including related instruments) on behalf of the City of Allen, Collin County, Texas.

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

SECTION 1. The Local Project Advance Funding Agreement for a Highway Safety Improvement (Off-System) for the installation of advanced video detection at the following intersections: Exchange/Rivercrest, Greenville/Hightrail, Greenville/Bethany, Greenville/Main, Greenville/Rivercrest, Greenville/Exchange, Watters/McDermott, McDermott/Twin Creeks, Exchange/Alma, and Exchange/Allen Heights, attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Allen, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Local Project Advance Funding Agreement (and any amendments thereto, including related instruments) on behalf of the City of Allen, Collin County, Texas.

SECTION 2. City of Allen, Texas Resolution No. 3688-8-19 is hereby repealed.

SECTION 3. All provisions of the resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 5. 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, THE 22ND DAY OF OCTOBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY
(PGS:10-11-19:TM 111414)

CSJ # 0918-24-243, 0918-24-244, 0918-24-245
0918-24-246, 0918-24-247, 0918-24-248
District # DAL/18
Code Chart 64 # 00650
Project: E. Exchange Pkwy. at Rivercrest Blvd.,
Greenville Ave. from Hightrail Dr. to E.
Exchange Pkwy., McDermott Dr. at S. Watters
St., McDermott Dr. at Twin creek Dr./Suncreek
Dr., E. Exchange Pkwy. at N Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.:20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
Highway Safety Improvement Project
Off-System**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the **City of Allen**, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115291 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as traffic signal improvements at E. Exchange Pkwy at Rivercrest Blvd (0918-24-243), Greenville Ave. From Hightrail Dr. to E. Exchange Pkwy. (0918-24-244), McDermott Dr. at S. Watters St. (0918-24-245), McDermott Dr. at Twincreek Dr./Suncreek Dr. (0918-24-246), E. Exchange Pkwy. at N. Alma Dr. (0918-24-247) and E. Exchange Pkwy. at N. Allen Heights (0918-24-248).

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the **Local Government** as stated in the Master Agreement. The **Local Government** is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The **State** may review and comment on the work as required to accomplish the public purposes of the **State**. The **Local Government** will cooperate fully with the **State** in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the State as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

- A.** A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This

requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CSJ # 0918-24-243, 0918-24-244, 0918-24-245
 0918-24-246, 0918-24-247, 0918-24-248
 District # DAL/18
 Code Chart 64 # 00650
 Project: E. Exchange Pkwy. at Rivercrest Blvd.,
 Greenville Ave. from Hightrail Dr. to E.
 Exchange Pkwy., McDermott Dr. at S. Watters
 St., McDermott Dr. at Twin creek Dr./Suncreek
 Dr., E. Exchange Pkwy. at N Alma Dr., E.
 Exchange Pkwy. at N. Allen Heights
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.:20.205
 Not Research and Development

Local Government:	State:
City of Allen Allen City Hall 305 Century Pkwy Allen, TX 75013	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not

meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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Federal Highway Administration
CFDA Title: Highway Planning and Construction
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Not Research and Development

- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ # 0918-24-243, 0918-24-244, 0918-24-245
0918-24-246, 0918-24-247, 0918-24-248
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24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

| THE LOCAL GOVERNMENT – THE CITY OF ALLEN

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

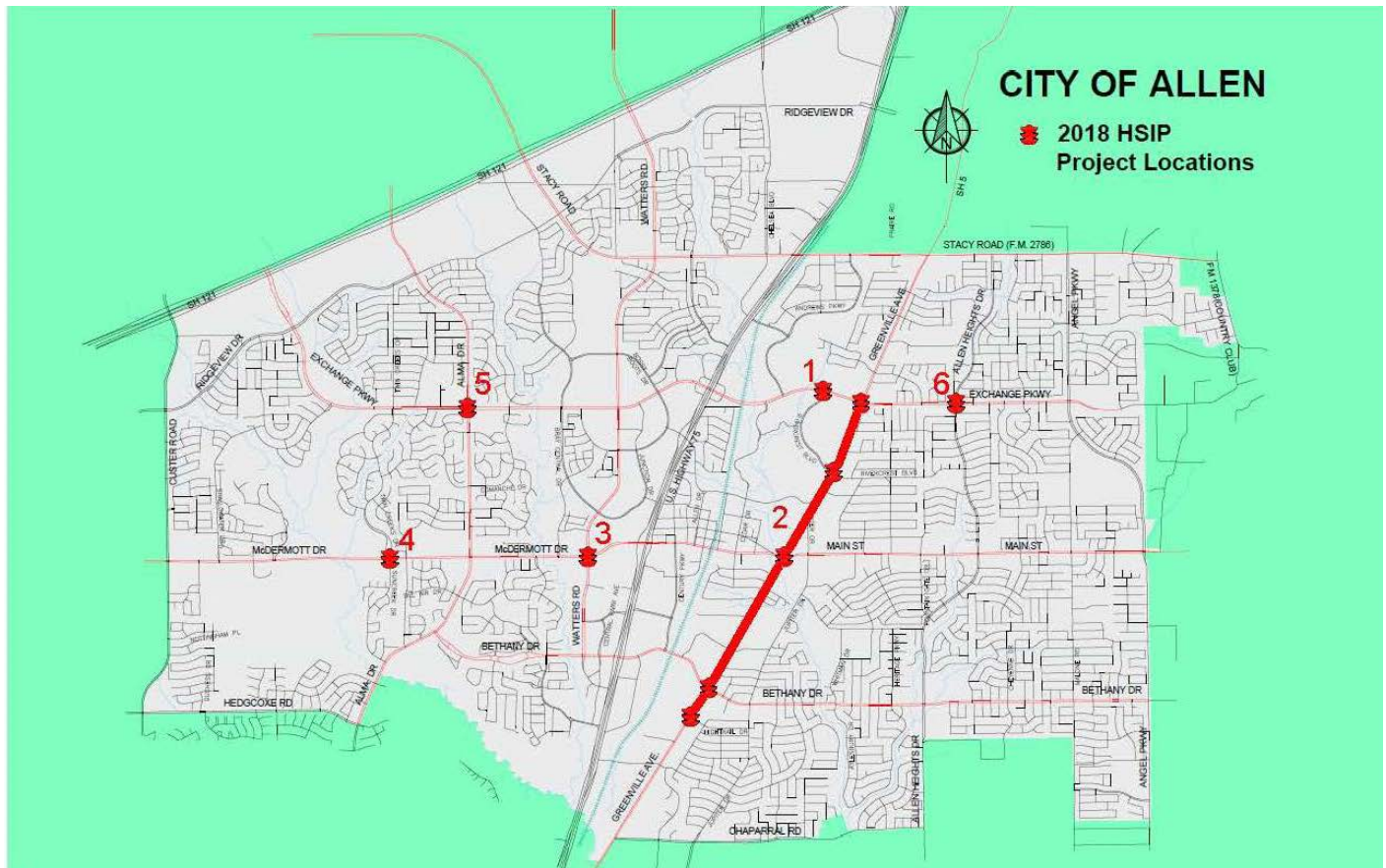
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B PROJECT LOCATION MAP



- 1) E. Exchange Pkwy. at Rivercrest Blvd.
- 2) Greenville Ave. from Hightrail Dr. to E. Exchange Pkwy.
- 3) McDermott Dr. at S. Watters St.
- 4) McDermott Dr. at Twincreek Dr./Suncreek Dr.
- 5) E. Exchange Pkwy. at N Alma Dr.
- 6) E. Exchange Pkwy. at N. Allen Heights

CSJ # 0918-24-243, 0918-24-244, 0918-24-245
 0918-24-246, 0918-24-247, 0918-24-248
 District # DAL/18
 Code Chart 64 # 00650
 Project: E. Exchange Pkwy. at Rivercrest Blvd.,
 Greenville Ave. from Hightrail Dr. to E.
 Exchange Pkwy., McDermott Dr. at S. Watters
 St., McDermott Dr. at Twin creek Dr./Suncreek
 Dr., E. Exchange Pkwy. at N Alma Dr., E.
 Exchange Pkwy. at N. Allen Heights
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.:20.205
 Not Research and Development

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on 90% Federal funding and 10% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$22,500.00	0%	\$0	0%	\$0	100%	\$22,500.00
Construction (by State) 0918-24-243	\$22,366.00	90%	\$20,129.00	0%	\$0	10%	\$2,237.00
Construction (by State) 0918-24-244	\$178,930.00	90%	\$161,037.00	0%	\$0	10%	\$17,893.00
Construction (by State) 0918-24-245	\$44,733.00	90%	\$40,260.00	0%	\$0	10%	\$4,473.00
Construction (by State) 0918-24-246	\$22,366.00	90%	\$20,129.00	0%	\$0	10%	\$2,237.00
Construction (by State) 0918-24-247	\$44,733.00	90%	\$40,260.00	0%	\$0	10%	\$4,473.00
Construction (by State) 0918-24-248	\$44,733.00	90%	\$40,260.00	0%	\$0	10%	\$4,473.00
Subtotal	\$380,361.00		\$322,075.00				\$58,286.00
Direct State Costs – Environmental	\$18.74	0%	\$0.00	90%	\$16.87	10%	\$1.87
Direct State Costs – Engineering	\$9,600.00	0%	\$0.00	0%	\$0.00	100%	\$9,600.00
Direct State Costs – Right of Way	\$18.74	0%	\$0.00	90%	\$16.87	10%	\$1.87
Direct State Costs – Utility	\$18.74	0%	\$0.00	90%	\$16.87	10%	\$1.87
Direct State Costs – Construction	\$10,736.00	0%	\$0.00	0%	\$0.00	100%	\$10,736.00
Indirect Costs @ 5.33%	\$20,273.00	0%	\$0.00	100%	\$20,273.00	0%	\$0.00
Subtotal	\$40,665.00		\$0.00		\$20,324.00		\$20,342.00
Total	\$421,026.00		\$322,075.00		\$20,324.00		\$78,627.00

Initial payment by the Local Government to the State: \$9,606.00

Payment by the Local Government to the State before construction: \$46,522.00

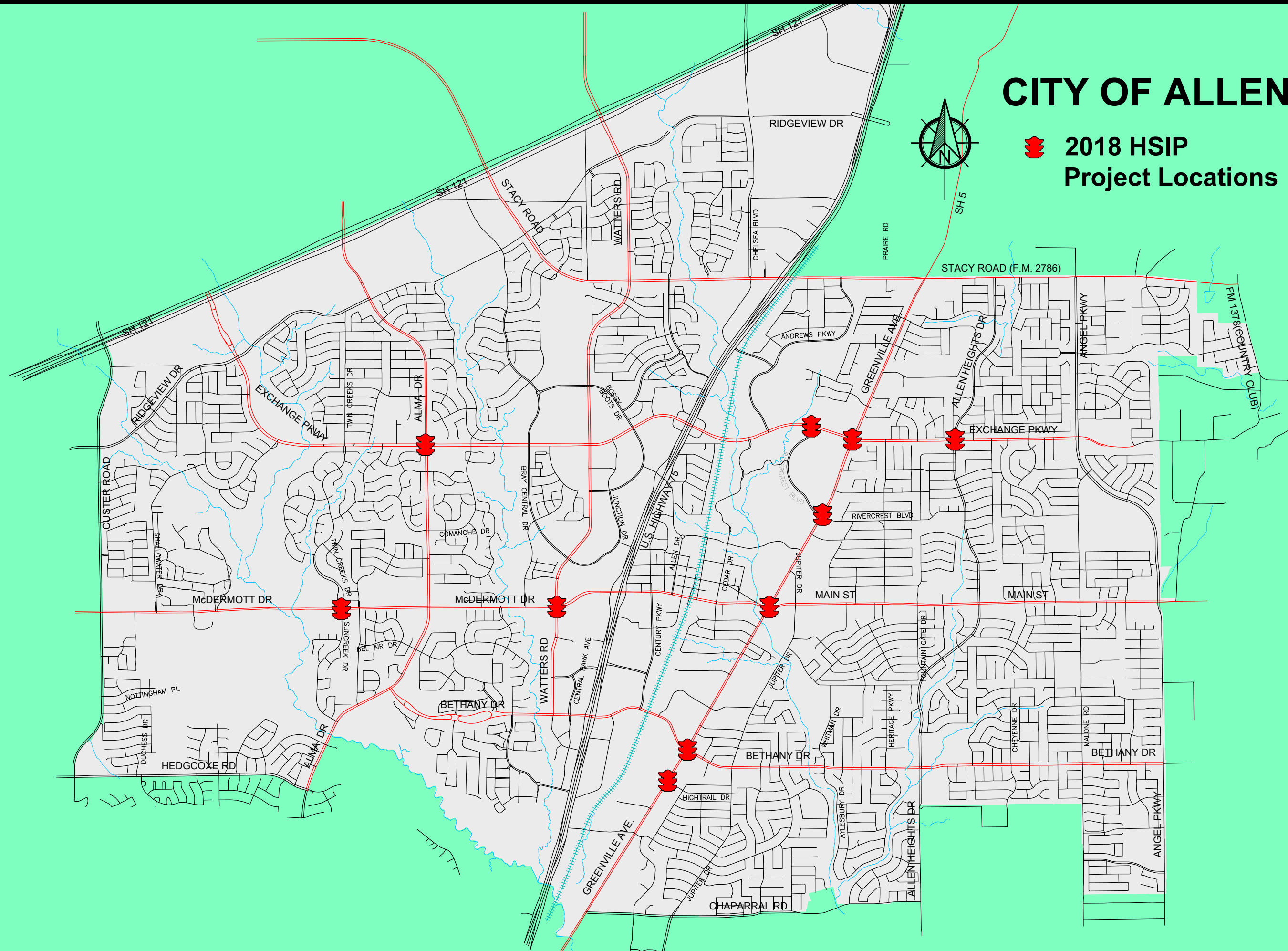
Total payment by the Local Government to the State: \$56,128.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CITY OF ALLEN



2018 HSIP Project Locations



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

October 22, 2019

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for Purchase of Traffic Signal Equipment.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Adopt a Resolution Authorizing the City Manager to Execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for Purchase of Traffic Signal Equipment.

BACKGROUND

The City of Allen is a recipient of a Highway Safety Improvement Program (HSIP) grant through the Texas Department of Transportation. New video detection cameras will be installed by the State of Texas (TxDOT) as a component of the project to reduce vehicular crashes. Advance detection can enhance the safety at signalized intersections by automatically modifying traffic signal timing. TxDOT will bid and install the traffic signal equipment for the City of Allen in 2020.

The City of Allen uses ITERIS video detection systems at more than 95% of their intersections. The city currently deploys ITERIS Vantage Next WDR camera and ITERIS Vantage Next Hybrid with Radar Advance Detection system. For this project, Allen has a strong preference for this brand camera, because of the ease of operation and maintenance and since the City of Allen keeps an inventory of spare equipment for this brand already. Uniformity of brand allows the City to troubleshoot and repair malfunctioning vehicle detection devices as soon as possible. These devices are procured using existing master purchase agreements that are active throughout the duration of the project.

TxDOT requires this agreement so that they can reimburse the City of Allen for equipment we will purchase. After purchase, we will deliver to TxDOT to install on our behalf.

This agenda item is a companion agreement to Agenda Item #11 on this same agenda - approval of a Local Project Advanced Funding Agreement (LPAFA). Whereas the LPAFA sets forth the terms of the grant between TxDOT and the City of Allen, this reimbursement agreement is related to the same effort as it enables the City of Allen to get the product (brand and model of camera system) that is preferred and recommended by City staff.

BUDGETARY IMPACT

TxDOT will reimburse 100% cost of furnishing the detection equipment, excluding any cost overruns. The

estimated cost is \$202,075. Funding for this purchase will come from unallocated non-bond street funds within the Capital Improvement Plan (ST9999) which will be reimbursed by TXDOT once the project is completed.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for purchase of traffic signal equipment.

MOTION

I make a motion to adopt a Resolution authorizing the City Manager to execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for purchase of traffic signal equipment.

ATTACHMENTS:

Resolution

HSIP location Map

Signal Equipment Quote

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, RELATING TO FURNISHING TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has requested the State of Texas to reimburse the City for the cost of furnishing traffic signal equipment at the intersection(s) of Exchange Pkwy. at Rivercrest Blvd. (0918-24-243), Greenville Ave. from Hightrail Dr. to E. Exchange Pkwy. (0918-24-244), McDermott Dr. at S. Watters St.(0918-24-245), McDermott Drive at Twincreek Dr./Suncreek Dr. (0918-24-246), E. Exchange Pkwy. at N. Alma Dr. (0918-24-247), and E. Exchange Pkwy. at N. Allen Heights (0918-24-248) collectively hereinafter called the “Project,” and

WHEREAS, the State of Texas through the Texas Department of Transportation and City wish to cooperate in the construction of this Project; and,

WHEREAS, the City desires that equipment be provided that is compatible with standard signal operation and/or existing City equipment; and,

WHEREAS, the Texas Transportation Commission passed Minute Order No. 115291, approving the Project; and,

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code, §221.002; and,

WHEREAS, the City Council of the City of Allen, Texas, has been presented a proposed Agreement by and between the City of Allen, Texas, and the State of Texas, acting through the Texas Department of Transportation, relating to furnishing traffic signal equipment by a municipality, a copy of which is attached hereto as Exhibit “A” (the “Agreement”); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Allen and its citizens;

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

SECTION 1: The Agreement is hereby approved, and the City Manager is hereby authorized to execute the Agreement (and any amendments thereto, including related instruments) on behalf of the City of Allen, Texas.

SECTION 2. This Resolution shall take effect 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 22ND DAY OF OCTOBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:10-9-19:TM 111417)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT “A”

**AGREEMENT FOR FURNISHING TRAFFIC
SIGNAL EQUIPMENT BY A MUNICIPALITY**

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
247, 0918-24-248
District # DAL/18
Code Chart 64 # 10850
Project: Exchange Pkwy. at Rivercrest
Blvd., Greenville Ave. from Hightrail
Dr. to E. Exchange Pkwy., McDermott
Dr. at S. Watters St., McDermott Drive
at Twincreek Dr./Suncreek Dr., E.
Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR FURNISHING TRAFFIC
SIGNAL EQUIPMENT BY A MUNICIPALITY**

THIS AGREEMENT ("Agreement") is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and the **City of Allen**, Texas hereinafter called the "City," acting by and through its duly authorized officers as evidenced by Resolution/Ordinance No. _____ hereinafter acknowledged by reference.

W I T N E S S E T H

WHEREAS, the City owns and maintains a system of roadways, including **Exchange Pkwy. at Rivercrest Blvd.** within the **City Limit of the City**; and

WHEREAS, the City has requested the State to reimburse the cost of furnishing traffic signal equipment at the intersection(s) of **Exchange Pkwy. at Rivercrest Blvd. (0918-24-243)**, **Greenville Ave. from Hightrail Dr. to E. Exchange Pkwy. (0918-24-244)**, **McDermott Dr. at S. Watters St.(0918-24-245)**, **McDermott Drive at Twincreek Dr./Suncreek Dr. (0918-24-246)**, **E. Exchange Pkwy. at N. Alma Dr. (0918-24-247)**, and **E. Exchange Pkwy. at N. Allen Heights (0918-24-248)** collectively hereinafter called the "Project," and

WHEREAS, the State and City wish to cooperate in the construction of this Project; and

WHEREAS, The City desires that equipment be provided that is compatible with standard signal operation and/or existing City equipment; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing and installing traffic signal equipment on the Project; and

WHEREAS, the Texas Transportation Commission passed Minute Order No. **115291**, approving the Project; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Transportation Code, §221.002;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This Agreement becomes effective on final execution by the State and the City, and shall remain in effect until completion of the installation of the Project unless otherwise terminated or modified as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

- A.** For all items of construction other than furnishing specific Project traffic signal equipment, the State will prepare the construction plans, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction as required by said plans. The State shall cause the Project traffic signal equipment to be installed at the Project locations. The State will secure the City's approval of construction plans prior to award of contract.
- B.** The furnishing of specific Project traffic signal equipment as part of the construction shall be the responsibility of the City subject to the State reimbursement as provided herein. The State shall reimburse the City for its contribution to the Project, as prescribed under Article 3, "Compensation."

Article 3. COMPENSATION

- A.** The maximum amount under this Agreement without modification is **\$202,075.00.** A cost estimate of the work authorized under this Agreement is marked "Exhibit A," attached hereto and made a part of this Agreement.
- B.** The State will reimburse the City the cost of furnishing the traffic signal equipment for the Project.
- C.** The State will reimburse the City for properly supported costs incurred under the terms and conditions of this Agreement. Costs incurred prior to the issuance of a written "Work Order" by the State will not be reimbursed. Reimbursement will be made by the State to the City for labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges provided the City has paid from City funds its obligations covering items of costs previously billed.

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
247, 0918-24-248
District # DAL/18
Code Chart 64 # 10850
Project: Exchange Pkwy. at Rivercrest
Blvd., Greenville Ave. from Hightrail
Dr. to E. Exchange Pkwy., McDermott
Dr. at S. Watters St., McDermott Drive
at Twin creek Dr./Suncreek Dr., E.
Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

Article 4. PAYMENTS

- A. The City shall submit the State's Form 2557, Billing Worksheet, or other type of invoice acceptable to the State upon completion of the Project and the State's acceptance thereof.
- B. An original invoice should be submitted to the following address:

Texas Department of Transportation
Attn: Director of Operations
4777 E. Highway 80
Dallas, TX 75150

All billing worksheets shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.

- C. The State shall make payment to the City within thirty (30) days after receipt of the City's request for payment, provided that the request is properly prepared, executed, and documented.
- D. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. The State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.

Article 5. PERSONNEL, EQUIPMENT, AND MATERIAL

Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if such procedures are shown to be in the public interest and provided the State shall have given prior approval for the use of said materials. All materials used for the work shall be new and undepreciated.

Article 6. INSPECTION OF WORK

- A. The State shall make suitable, frequent, and complete inspection of all materials and equipment, and the work of installation to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition for operation and maintenance by the City after its completion.

- B.** The City will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on suitable, frequent, and complete inspection of all materials and application methods, sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the requirements of the approved plans and specifications. The State will promptly notify the City of any failure of materials, equipment, or installation methods, and the City will take such measures as necessary to obtain acceptable systems components and installation procedures without delay.

Article 7. TERMINATION

- A.** This agreement may be terminated by one of the following conditions:
- (1) By mutual agreement and consent of both parties.
 - (2) By the State giving written notice to the City as a consequence of failure by the City to perform the services and obligations set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the City.
 - (3) By either party, upon thirty (30) days written notice to the other.
- B.** If, at any time, the City fails to assume the construction responsibilities as prescribed herein or the maintenance and operation responsibilities for the City's portion of the traffic signal equipment in a satisfactory manner as determined by the State, the State reserves the right to assume the construction responsibilities and/or to arrange for the maintenance and operation responsibilities at the expense of the City.

Article 8. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and thus is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 9. REMEDIES

Violation or breach of the Agreement terms by the City shall be grounds for termination of the Agreement, and any increased cost arising from the City's default, breach of contract, or violation of terms shall be paid by the City. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 10. DISPUTES

Should disputes arise as to responsibilities and obligations as set forth in this agreement, the State's reasonable decision shall be final and binding.

Article 11. SUBLETTING

The City shall not sublet or transfer any portion of its responsibilities and obligations under this Agreement unless specifically authorized in writing by the State. In the event subcontracts are entered into by the City, the subcontractors must adhere to the provisions of this Agreement.

Article 12. AMENDMENTS

Changes in the time frame, character, responsibilities, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties.

Article 13. INSURANCE (Mark out the following paragraph that is not applicable)

A. Outside Insurance

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 20.102, latest version) and shall maintain the insurance in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance, and operation of the herein mentioned Project traffic signal equipment.

B. Self-Insured N/A

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 20.102, latest version) and shall maintain its self-insurance program in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance, and operation of the traffic signal equipment. The State understands that the City is a self-insured entity for public liability purposes.

Article 14. SUCCESSORS AND ASSIGNS

The City shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

Article 15. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
247, 0918-24-248
District # DAL/18
Code Chart 64 # 10850
Project: Exchange Pkwy. at Rivercrest
Blvd., Greenville Ave. from Hightrail
Dr. to E. Exchange Pkwy., McDermott
Dr. at S. Watters St., McDermott Drive
at Twin creek Dr./Suncreek Dr., E.
Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

City:	State:
City of Allen Allen City Hall 305 Century Pkwy Allen, TX 75013	Texas Department of Transportation Attn: Director of Operations 4777 E. Highway 80 Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 16. INSPECTION OF CITY'S BOOKS AND RECORDS

- A.** The State shall, for purpose of termination of the Agreement prior to completion of the Project, examine the books and records of the City for the purpose of checking the amount of the work performed and/or materials furnished by the City at the time of Agreement termination. The City shall maintain all books, documents, papers, accounting records, and other documentation pertaining to costs incurred under this Agreement and shall make such materials available to the State or its duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final payment under this Agreement or until impending litigation is resolved. Additionally, the State and its duly authorized representatives shall have access to all records of the City which are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. At the request of the State, the City shall submit any information required by the State in the format directed by the State
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be

CSJ # 0918-24-243, 0918-24-244,
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247, 0918-24-248
District # DAL/18
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Project: Exchange Pkwy. at Rivercrest
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Dr. to E. Exchange Pkwy., McDermott
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Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 18. GOVERNING LAWS AND VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this Agreement must be filed in Travis County, Texas.

Article 19. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
247, 0918-24-248
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Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF ALLEN, TEXAS

Signature

Typed or Printed Name

Title

Date

APPROVED AS TO FORM:

BY: _____
City Attorney

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Mohamed K. Bur, P.E. District Engineer

EXHIBIT A

Exchange Pkwy. at Rivercrest Blvd. CSJ #0918-24-243

10" Color Monitor	\$ 425.00
Iteris Next WDR Camera	\$ 2,100.00
Iteris Hybrid Vector/Next Sensor	\$ 6,800.00
Shielded CATSE Cable 1000FT Rolls	\$ 450.00
CCU-T52	\$ 7,500.00

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
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Exchange Pkwy. at N. Allen Heights
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CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

Total \$17,275.00

Greenville Ave. from Hightrail Dr. to E. Exchange Pkwy. CSJ #0918-24-244

10" Color Monitor	\$ 2,125.00
Iteris Next WDR Camera	\$ 4,200.00
Iteris Hybrid Vector/Next Sensor	\$54,400.00
Shielded CATSE Cable 1000FT Rolls	\$ 2,700.00
CCU-T52	\$37,500.00

Total \$100,925.00

McDermott Dr. at S. Watters St. CSJ # 0918-24-245

10" Color Monitor	\$ 425.00
Iteris Hybrid Vector/Next Sensor	\$13,600.00
Shielded CATSE Cable 1000FT Rolls	\$ 675.00
CCU-T52	\$ 7,500.00

Total \$22,200.00

McDermott Dr. at Twincreek/Suncreek CSJ # 0918-24-246

10" Color Monitor	\$ 425.00
Iteris Next WDR Camera	\$ 2,100.00
Iteris Hybrid Vector/Next Sensor	\$ 6,800.00
Shielded CATSE Cable 1000FT Rolls	\$ 675.00
CCU-T52	\$ 7,500.00

Total \$17,500.00

CSJ # 0918-24-243, 0918-24-244,
0918-24-245, 0918-24-246, 0918-24-
247, 0918-24-248
District # DAL/18
Code Chart 64 # 10850
Project: Exchange Pkwy. at Rivercrest
Blvd., Greenville Ave. from Hightrail
Dr. to E. Exchange Pkwy., McDermott
Dr. at S. Watters St., McDermott Drive
at Twin creek Dr./Sun creek Dr., E.
Exchange Pkwy. at N. Alma Dr., E.
Exchange Pkwy. at N. Allen Heights
Federal Highway Administration
CFDA Title Hwy Planning & Construction
CFDA No.:20.205
Not Research and Development

E. Exchange Pkwy. at N. Alma Dr. CSJ #0918-24-247

10" Color Monitor	\$ 425.00
Iteris Hybrid Vector/Next Sensor	\$13,600.00
Shielded CATSE Cable 1000FT Rolls	\$ 675.00
CCU-T52	\$ 7,500.00

Total \$22,200.00

E. Exchange Pkwy. at N. Allen Heights CSJ #0918-24-248

10" Color Monitor	\$ 425.00
Iteris Hybrid Vector/Next Sensor	\$13,600.00
Shielded CATSE Cable 1000FT Rolls	\$ 450.00
CCU-T52	\$ 7,500.00

Total \$21,975.00

Grand Total \$202,075.00

CITY OF ALLEN

 **2018 HSIP
Project Locations**



SH 5

STACY ROAD (F.M. 2786)

FM 1378 (COUNTRY CLUB)



Kirk Barnes
1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (979) 571-6120 Fax: (979) 731-1264
email: keb@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTATION

Quote #: 071519-2b

Vantage **Vantage**Pegasus™



Agency: City of Allen
Project Name: HSIP Project

September 17, 2019

Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order

Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.

Prices are valid for 120 days from the date of quote unless extended in writing.

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.

Part Number	Description	Qty	Unit	Unit Price	Ext. Price
MON-10-HDMI	10" Color Monitor,	10	ea	\$425.00	\$4,250.00
CAT5E	Shielded Cat 5E 1000' spool	25	ea	\$225.00	\$5,625.00
NEXT-CAM	Iteris Next WDR Camera	8	ea	\$1,050.00	\$8,400.00
VECTOR/NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	32	ea	\$3,400.00	\$108,800.00
NEXT CCU-4-SM-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	10	ea	\$7,500.00	\$75,000.00
	Turn On Assistance		day		
Tech Support	Iteris factory technician, technical support, 8hrs Per day As Required/Requested by Contractor		day	\$350.00	

IMPORTANT NOTES:

Pricing consistent with TxSMARTBUY Contract 550-A2

Authorized Signature

SUBTOTAL	\$202,075.00
FREIGHT	\$0.00
TAX	\$0.00
DISCOUNT	\$0.00
TOTAL	\$202,075.00

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

October 22, 2019

SUBJECT:

Authorize the City Manager to Execute a Contract with Total Highway Maintenance, LLC for Installation of Pavement Markings in the Annual Amount of \$100,000 with Two (2) Optional One-Year Renewals.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Contract with Total Highway Maintenance, LLC for Installation of Pavement Markings in the Annual Amount of \$100,000 with Two (2) Optional One-Year Renewals.

BACKGROUND

The Engineering Department Traffic Division manages and administers the maintenance of the City's pavement markings. Each year, staff identifies segments of roadways that need to be restriped to ensure proper delineation is in place for the traveling public. When using only one contractor for this work, it has become increasingly difficult to complete the amount of work each year. Staff recommends using two contractors to ensure all new and replacement pavement markings are completed within the budget year.

The Engineering Department bid, and Allen City Council authorized a contract for pavement markings with Road Master Striping. It was initiated in 2018 and is renewable up to three years in contract duration. Since award, we have found Road Master to be a good contractor for intersection markings replacement and individual locations; however Total Highway Maintenance (THM) is better equipped for long linear projects (i.e. restriping the entire length of McDermott, from US75 to Custer). We are using the existing contract between THM and the City of McKinney, which complies with State law for procurement.

The City Manager has executed an Interlocal Agreement with the City of McKinney allowing the City of Allen to utilize contracted pricing as bid and awarded by McKinney. The City of McKinney advertised and received four bid responses. A contract was duly passed and approved by the City Council of the City of McKinney, Texas on the 7th day of May, 2019.

BUDGETARY IMPACT

Funding will come from the Engineering Department Operating budget.

STAFF RECOMMENDATION

Staff recommends that that City Council award Bid and authorize the City Manager to execute an annual contract with Total Highway Maintenance, LLC for the installation of pavement markings in the annual amount of \$100,000 with two (2) optional one-year renewals.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with Total Highway Maintenance, LLC for installation of pavement markings in the annual amount of \$100,000 with two (2) optional one-year renewals.

ATTACHMENTS:

THM Contract

Exhibit A - Resolution 1648-10-98

Exhibit B - McKinney COOP Contract

STATE OF TEXAS

§

§

**AGREEMENT FOR STREET STRIPING AND
PAVEMENT MATERIALS**

COUNTY OF COLLIN

§

This Agreement for Goods or Services ("Agreement") is made by and between the City of Allen, Texas ("City") and **Total Highway Maintenance, a Limited Liability Corporation** ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals

WHEREAS, the City Council has duly passed and approved a Resolution 1648-10-98(R) approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas and the Collin County Governmental Purchaser's Forum and Forum Participants providing for a Cooperative Purchasing Program for goods and services as executed on October 15, 1998, copy of which is attached hereto and incorporated herein as Exhibit "A" ("Specifications"); and

WHEREAS, the Contractor entered a bid in response to the City of McKinney's Invitation to Bid #19-41FP Addendum 1 and was awarded a contract for Street Striping and Paving Materials; and

WHEREAS, the City desires to obtain Street Striping and Pavement Materials from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

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**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the last day of May 6, 2020 unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to automatically renew this Agreement for up to two (2) additional renewal terms of one (1) year each at the City's sole discretion, under the terms and conditions stated herein.

Article II

Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below 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 of McKinney's Invitation To Bid #19-41FP Addendum 1 ("Specifications"); and
- C. Total Highway Maintenance LLC's Response to the City of McKinney's Invitation To Bid #19-41FP Addendum 1 ("Response").

Article III

Scope of Services

Company shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV

Schedule of Work

Company agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

Article V

Compensation and Method of Payment

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed \$100,000.00 during the Initial Term or any renewal term under this Agreement. Company shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Company as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI

Notice to Proceed

Company shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Company prior to Company's receipt of a written Notice to Proceed from City shall be entirely at Company's own risk. Work performed and expenses incurred after Company has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII

Suspension of Work

City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

Article VIII

Devotion of Time; Personnel; and Equipment

8.1 The Company 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, the Company shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

8.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Company may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this

Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Company defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Company terminate this Agreement under this provision, Company shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business 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 Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

- (a) For coverage requirements, please refer to the table on the following page. All 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; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the

endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Contractor by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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; 	City to be named as additional insured

	<ul style="list-style-type: none"> \$2,000,000 combined single limits 	
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

Article XII Miscellaneous

12.1 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.

12.2 Assignment. Company may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Company to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 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.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 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.

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

12.8 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>

12.9 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:
Eric Ellwanger
City Manager
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

with copy to:
Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
500 N. Akard, 1800 Lincoln
Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Company:

Total Highway Maintenance LLC
930 KCK WAY
Cedar Hill, TX 75104
Facsimile: 469-523-0181

12.9 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.

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

12.11 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 services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act 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.

12.12 Audits and Records. Company agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Company represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Company warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Uniforms. Company shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of

Company working on right-of-way's or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.16 Warning Devices and Barricades. The Company shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The Company shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Company for such measures.

12.17 Protection of Utilities. The Company shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Company shall forthwith repair, remedy or restore the utility at Company's sole expense. The Company is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the Company's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The Company is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

12.18 PROHIBITION OF BOYCOTT ISRAEL: Company 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.

(Signature page to follow)

EXECUTED this _____ day of _____, 2019.

CITY OF ALLEN

By: _____
Eric Ellwanger, City Manager

Allen City Hall
305 Century Parkway
Allen, Texas 75013

ATTEST

Shelley B. George, City Secretary

EXECUTED this _____ day of _____, 2019.

COMPANY

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

930 KCK Way
Cedar Hill, TX 75014

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. Interlocal Cooperation Agreement between the City of Allen and participants in the Collin County Governmental Purchasers Forum.
2. Total Highway Maintenance LLC's Response to the City of McKinney's Invitation To Bid #19-41FP Addendum 1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS AND PARTICIPANTS IN THE COLLIN COUNTY GOVERNMENTAL PURCHASERS FORUM PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATING TO THE PROGRAM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and participants in the Collin County Governmental Purchasers Forum, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute it on behalf of the City of Allen.

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

SECTION 1: The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interests of the City of Allen and its citizens, are hereby in all things approved.

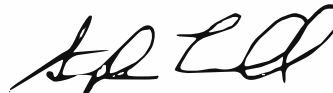
SECTION 2: The City Manager, or his designee, of the City of Allen, under the direction of the City Council of the City of Allen, is hereby designated as the official representative to act for the City in all matters relating to the Cooperative Purchasing Program including the designation of specific contracts in which the City desires to participate.

SECTION 3: The City Manager, or his designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

SECTION 4: This resolution shall become effective from and after its passage. Furthermore, any previous Interlocal Agreements between the City of Allen and other participants in this Forum shall become null and void upon passage of this Agreement and this Agreement shall become the valid agreement between the participants.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 15TH DAY OF OCTOBER, 1998.

APPROVED:



Stephen Terrell, MAYOR

ATTEST:


Judy Morrison, CMC, CITY SECRETARY

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 15th day of October, 1998, by and between the City of Allen, Texas, and participants in the COLLIN COUNTY GOVERNMENTAL PURCHASER'S FORUM (hereinafter called "FORUM"), acting through the CITY OF ALLEN'S duly authorized agent:

WITNESSETH:

WHEREAS, the CITY OF ALLEN and the present FORUM participants (currently consisting of COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, UNIVERSITY OF TEXAS-DALLAS, COLLIN COUNTY CENTRAL APPRAISAL, CITY OF ALLEN, CITY OF ANNA, CITY OF BLUE RIDGE, CITY OF CARROLLTON, CITY OF CELINA, TOWN OF FAIRVIEW, CITY OF FARMERSVILLE, CITY OF FRISCO, CITY OF MCKINNEY, CITY OF MURPHY, CITY OF PARKER, CITY OF PLANO, CITY OF RICHARDSON, CITY OF SACHSE, CITY OF WYLIE, ALLEN I.S.D., BLUE RIDGE I.S.D., CELINA I.S.D., COMMUNITY I.S.D., FARMERSVILLE I.S.D., FRISCO I.S.D., MCKINNEY I.S.D., MELISSA I.S.D., PLANO I.S.D. and PRINCETON I.S.D.) as permitted under Chapter 271 V.T.C.A., Local Government, Cooperative Purchasing Program, wish to enter into this Interlocal Agreement to set forth the terms and conditions under which the CITY OF ALLEN and FORUM Participants may purchase various goods and services commonly utilized by all entities; and

WHEREAS, participation in a Cooperative Purchasing Program will be highly beneficial to the taxpayers of the CITY OF ALLEN and FORUM participants through the anticipated savings to be realized; and

WHEREAS, it is also realized that this program could be very beneficial to smaller governmental entities in Collin County that choose to join the FORUM at a latter date by formal declaration by their governing bodies to participate in this program by passage of a similar document.

NOW, THEREFORE, in consideration of the foregoing as set forth herein, the CITY OF ALLEN and other FORUM participants agree as follows:

1. All FORUM participants will work cooperatively to provide a program for the purchase of various goods and services commonly utilized by all participants ("Cooperative Purchasing Program"), and under such Program purchase goods and services from vendors under present and future contracts with any entity in the FORUM.
2. The FORUM participants will enter into individual contracts with vendors under the Cooperative Purchasing Program provided for under the Agreement. The participant shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.
3. This Agreement shall continue in full force and effect until terminated by either party with thirty (30) day written notice.
4. Notwithstanding anything herein to the contrary, participation in this Agreement by the CITY OF ALLEN may be terminated upon thirty (30) days written notice to the other members of the FORUM.
5. This Agreement may be executed simultaneously, to two or more participants in the FORUM, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

EXECUTED hereto on the 15th day of October, 1998, as authorized by authority of CITY OF ALLEN.

APPROVED:



Michael Stanger, ACTING CITY MANAGER

ATTEST:



Judy Morrison, CMC, CITY SECRETARY

LEGAL NOTICE
City of McKinney, Texas
Advertisement for Bids

The City of McKinney is accepting sealed bids toward establishing an annual fixed price contract for Street Striping and Pavement Marking Materials. Specifications for this project may be obtained by registering on our electronic procurement system @ <https://mckinney.ionwave.net> .

Bids will be publicly opened and read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All bids must be clearly addressed to the Purchasing Department and include the bid name and number on the outside of the envelope/package.

Bid Deliveries: The City of McKinney cannot guarantee, due to internal mail delivery procedures, that any bids sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that bid deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.*** Late bids will be considered as non-responsive.

BID NAME: Street Striping and Pavement Marking Materials

BID NO.: 19-41FP

DUE DATE/TIME: 2:00 p.m., CST, Thursday April 4, 2019

MAIL OR DELIVER TO: City of McKinney
Purchasing Department
PO Box 517
OR:
1550D South College Street, Building D
McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

This publication can be made available upon request in alternative formats, such as, Braille, large print, audiotape or computer disk. Requests can be made by calling 972-547-2694 (Voice) or email contact-adacompliance@mckinneytexas.org Please allow at least 48 hours for your request to be processed.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: March 17, 2019

Second Publication: March 24, 2019



19-41FP Addendum 1

Total Highway Maintenance, LLC

Supplier Response

Event Information

Number: 19-41FP Addendum 1
Title: Street Striping and Pavement Materials
Type: Invitation To Bid
Issue Date: 3/17/2019
Deadline: 4/4/2019 02:00 PM (CT)
Notes: Through this invitation to bid, the agencies from the City of McKinney and Collin County, Texas intend to establish a joint fixed price contract for Street Striping and Reflectorized Markers.

Contact Information

Contact: Rosanne Lemus, CPPB, Contract Administrator
Address: 1550 S. College St., Bldg. D
Purchasing
McKinney, TX 75069
Phone: (972) 547-7582
Fax: (972) 547-7585
Email: rlemus@mckinneytexas.org

Total Highway Maintenance, LLC Information

Address: 930 KCK WAY
CEDAR HILL, TX 75104
Phone: (469) 523-0180 x121
Fax: (469) 523-0181 x121

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

Keith Rainwater

Signature

Submitted at 4/4/2019 9:03:42 AM

keith@thmtx.com

Email

Response Attachments

THM - W-9_N.pdf

THM W-9

Bid Attributes

1 Digital Signature

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

By entering your name in the field provided you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature.

Keith Rainwater

2 General Conditions of Bidding and Terms of Contract

I. BIDDING

A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB.

B. AUTHORIZED SIGNATURES – The bid must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. LATE BIDS – Bids must be in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.

D. WITHDRAWAL OF BIDS PRIOR TO OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.

E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as needed basis. Bidder is responsible for accurate final counts.

M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. SECONDARY/ALTERNATE AWARD-

1. In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract. In no way does this negatively affect the status of the primary vendor.
2. If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Purchasing Manager, or his/her designee, the secondary or alternate vendor

may be removed from the contract.

O. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

P. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

Q. ADDENDA – Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than seventy-two (72) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

R. GENERAL BID BOND, SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

T. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

U. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.

V. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing, or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.

W. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award, or reject, all bids submitted are available for public review, unless otherwise specified herein.

II. PERFORMANCE

A. DESIGN, STRENGTH AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract shall be included in the bid price.

F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.

H. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed thirty (30) calendar days.

I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

L. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract

administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as “N/C” to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT AGREEMENT – Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties. Either party may elect not to renew this Contract by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

C. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

D. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. 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 to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

E. PRICE REDETERMINATION – A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. 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, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City. Price determination requests must be presented to the City of McKinney for consideration at least ninety (90) days prior to the expiration or renewal of the current agreement.

F. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or 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 perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

G. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

H. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. INJURIES, OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act, or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.

J. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas Local Government Code.

K. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

L. ETHICAL BEHAVIOR – The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

M. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

N. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

O. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

P. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

Q. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Agree

3 Federal IRS Form W-9

Bidder has attached IRS Form W-9.

Yes, W-9 attached.

4 Number of Years in Business

Enter the number of years your company has been in business.

16

5 Exceptions

Do you take exceptions to the specifications? If so, by separate attachment, please state your exceptions.

No Exceptions

6 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

KR

7 Insurance

I understand and acknowledge that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if awarded all or a portion of the resulting contract.

INSURANCE REQUIREMENTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project, contract number and be addressed as follows:

19-41FP, Street Striping and Pavement Marking Materials
City of McKinney
ATTN: Rosanne Lemus, CPPB
P.O. Box 517
McKinney, Texas 75070
Or you may email to:
rlemus@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The general aggregate limit should apply on a per project basis; if not, the general aggregate limit shall be \$2,000,000.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury:

a) by accident, \$100,000 each accident,

b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

B. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance, provided all policies comply with all requirements. The vendor may maintain reasonable deductibles, subject to approval by the City of McKinney.

C. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by use of an endorsement that includes the completed operations hazard.

3. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

D. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

Acknowledge

8 Interlocal Clause

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes

9 Consideration of Location of Bidders Principal Place of Business

Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within 5 percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.

The statutory language is as follows :

§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

- (a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.
- (b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:
 - (1) the lowest bidder; or
 - (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- (c) This section does not prohibit a municipality from rejecting all bids.
- (d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005

Acknowledge

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0**Disclosure of Interested Parties (Form 1295)**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial

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1**Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City Secretary, City of McKinney, P.O. Box 517, McKinney, TX 75070.

Please initial.

KR

1
2**Verification Required by Texas Government Code Section 2270.001**

Pursuant to the requirements of Texas Government Code Chapter 2270, VENDOR hereby affirms and verifies by responding to this bid that VENDOR:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

For purposes of this Verification, the following definitions apply:

(1) The phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) The word "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Affirm and Verifies

Minimum Specifications

A. GENERAL PURPOSE – The City of McKinney is soliciting bids on behalf of the Collin County Governmental Purchasers Forum to establish an annual joint fixed price contract with the following minimum specifications to describe Street Striping and Reflectorized Markers. This Contract, if awarded, shall be performed on an as needed basis, with estimated annual expenditures as listed below. The following agencies are identified as users of this contract. Contractor shall allow the same use to the member under the Collin County Purchasers Forum list attached.

City of McKinney Estimated Annual Expenditure is \$225,000
Collin County Estimated Annual Expenditure is \$500,000

It is the intent of the City of McKinney and Collin County to award a primary and secondary vendor for this contract. Bidders are not required to bid on all types of pavement markings included in this solicitation, however bidders are required to bid the removal of pavement markings if bidding on any Thermoplastic, Paint, or MMA markings.

B. CONFORMANCE – Pavement markings or markers are required to be installed in conformance with City of McKinney's Standard Construction Details labeled as "*Attachment A_City of McKinney Standard Details*" in eBid. Pavement markings or markers installation for Collin County shall be in conformance with TxDOT requirements unless otherwise directed by the agency. Bidder shall furnish equipment, material and labor for the layout and installation of the reflectorized paint pavement markings (paint striping) and for two-way amber reflectorized pavement markers for City of McKinney streets and/or roadways maintained by or under the authority of Collin County, as applicable.

C. COMMUNICATION – The successful bidder shall provide the City of McKinney Engineer, Signs & Markings Supervisor and/or Collin County Engineer no less than 24 hours' notice of their intent to be on-site performing work under this contract. If a project is anticipated to last multiple days, the successful bidder will be required to inform the City and County primary contact at the start of each working day that they will be performing work. Additionally, the successful bidder will be required to notify the Signs & Markings Supervisor and/or Collin County Engineer if they must cancel a planned work day.

D. MOBILIZATION – Mobilization is an important consideration. Bidder shall state the advanced notice required to provide street striping services outlined in the attributes herein. The advanced notice required given by the bidder shall be for the City's and/or County designated location(s) as they are addressed by each agency. (In cases of restriping, vendor is expected to install either permanent or temporary markings to replace any marking removed on a given work day. In cases of new striping, the vendor shall install pavement permanent markings to cover any surface preparation performed on a given work day.

E. TESTING – Testing of pavement markings or pavement markers under this contract may be required to be performed as requested by an authorized agent from the City of McKinney and/or Collin County at no additional cost.

F. APPROXIMATE USAGE – Annual quantities may vary. It is anticipated that approximately 65 lane-miles will be arterial re-striping. It is also anticipated the City will re-stripe approximately 5 complete signalized intersections. Collin County will utilize this contract mainly for rural roads and does not anticipate any signalized intersection re-stripe work. Collin County estimates annual striping and/or restriping of approximately 300 lane miles of rural County roadways. Approximate usage does not constitute an order, but only implies the probable quantities for both the City of McKinney and/or Collin County may use. The City of McKinney and Collin County reserves the right to increase or decrease quantities based on the need and funding availability.

G. EQUIPMENT/MATERIALS – The successful bidder shall provide all equipment, materials, and traffic control necessary, and shall use a crew experienced in the work of installing such pavement markings on roadway surfaces.

H. REMOVAL OF EXISTING PAVEMENT MARKINGS – Removal of existing pavement markings shall be paid separately from the installation of pavement markings. Removal of markings shall be performed in accordance with TxDOT Item 677. Grinding as a method of removal of existing pavement markings where new markings are not to be applied will not be allowed without the approval of the City of McKinney Engineer or Signs & Markings Supervisor. Contractor will be responsible for cost of restoring and/or replacing of any

pavement damaged as a result of grinding.

I. SURFACE CLEANING - The surface to receive the pavement markings shall be thoroughly cleaned of all dirt, organic growth, loose rocks or other materials that will prevent adhesion of the final marking material and/or pavement marker(s) to the roadway surface. Refer to TxDOT Item 678 for pavement surface preparation for markings or pavement markers. Cost of surface preparation shall be subsidiary to the Bid Price for pavement markings or pavement markers.

J. SEALER – Prior to application of Thermoplastic (Type I) pavement markings, apply sealer to pavement surfaces in accordance with TxDOT Item 666. Sealer shall be a Type II (Paint) pavement marking material unless otherwise approved by the City of McKinney and/or Collin County Engineer or Signs & Markings Supervisor. Cost of surface preparation, including sealer markings shall be included in the bid price for Thermoplastic (Type I) markings.

K. THERMOPLASTIC (Type I Markings) – 60 mil thickness, spray type to be used for pavement markings shall be in accordance with TxDOT Departmental Material Specification DMS 8220. Refer to TxDOT Item 666 for performance, installation, and material requirements.

L. PAINT – (Type II Markings) - Paint type to be used for pavement markings shall be in accordance with TxDOT Departmental Material Specification DMS 8200. Paint designations are WPT – 12 for white paint and YPT – 12 for yellow paint. Refer to TxDOT Item 666 for performance, installation, and material requirements.

M. METHYL METHACRYLATE (MMA) Markings – 40 mil thickness. Material shall be Roadzilla two-component traffic marking paint or agency approved equal. MMA markings shall be applied in a manner consistent with TxDOT Item 666 as applicable. MMA markings shall be applied over existing markings or as otherwise directed by the City of McKinney and/or Collin County Engineer or Signs and Markings Supervisor. MMA pavement markings shall not be applied if the pavement temperature is below 35 degrees F or above 135 degrees F. Glass beads shall be applied to MMA pavement markings at a rate of no less than 12 pounds per 100 square feet of markings applied. Glass beads shall be Swarco Megalux with T-13 coating (or approved equal).

N. DEVIATION RATE – The deviation rate in alignment of new markings shall not exceed one (1) inch per 200 feet of roadway. The maximum deviation in alignment from the established markings shall not exceed two (2) inches, nor shall any deviation be abrupt.

O. TEMPORARY PILOT MARKINGS – When deemed necessary by the City and or County, the vendor, at his expense, shall place any temporary pilot markings required to facilitate the placement of the permanent markings in the alignment specified. Any and all additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on roadway. Pilot markings which are visible following the application of final markings shall be removed by hydro blasting.

P. PAINTED MARKING MATERIAL – The rate for marking material shall be sixteen (16) to eighteen (18) gallons per mile of solid four inch (4") line, and thirty-two (32) to thirty-six (36) gallons per mile for solid, eight inch (8") line.

Q. MARKINGS – All markings placed shall have uniform and distinctive retro-reflective characteristics. Type III Large Gradation Texas Specification beads shall be applied to the paint marking at a rate sufficient to achieve uniform and distinctive retro-reflective characteristics. Under no circumstances shall the bead application rate be less than ten (10) pounds of beads per gallon of paint applied to the road surface. Striper speed shall not exceed ten (10) mph during application to prevent the beads from "rolling" in the paint film. Beaders will be checked to ensure proper flow of application. The City may require conversion to gravity flow beaders (if not in use) to obtain optimum bead application.

R. EQUIPMENT – The equipment used for street striping should have the following capabilities:

- a. The equipment shall be capable of placing one four inch (4") broken line with either one (1) or two (2) continuous lines at the same time.
- b. The equipment used to place pavement markings shall have an automatic cut-off device with manual operating capabilities to provide clean, square marking ends, and to provide a method of applying broken line in an approximate stripe-to-gap ratio of 10 to 30. The length of the paint shall

not be less than 10 feet or more than 10.5 feet. The total length of any stripe-gap cycle shall not be less than 39.5 feet or more than 45.5 feet in variance from one cycle to the next, nor shall the average total length of a cycle for a road mile of broken line exceed 41 feet or be less than 39.5 feet.

c. The equipment shall be capable of placing lines of clean edges and of uniform cross-section. All lines shall have a tolerance of plus or minus 1/8" per four inch (4") width.

d. The equipment shall be equipped with bead dispensers, one for each paint spray gun, and so placed on the equipment that beads are applied to the paint instantly as the marking is being placed on the roadway surface. The bead dispensers shall be designed and aligned so beads are applied uniformly to the entire surface of the markings. The bead dispensers shall be equipped with automatic cut-off controls, synchronized with the cut-off of the marking equipment.

S. LONG-LINE OPERATIONS REQUIREMENTS– Pavement markings to be placed using long-line (truck-mounted) method shall be subject to the following requirements:

a. At no time shall any pavement section remain "naked" for more than 4 hours. Temporary "tab" markers shall be placed immediately following removal of existing markings unless permanent markings are to be installed within this 4-hour window.

b. If permanent markings are to be installed within 4 hours of removal of existing markings, temporary traffic control devices (cones, vertical panels, etc.) shall be used to delineate travel lanes until permanent markings are applied.

c. Hand-work items to be installed in conjunction with long-line items under a single work order shall be placed no more than 7 calendar-days following application of long-line pavement markings.

T. FIRE LANE MARKINGS – Refer to City of McKinney standard details for fire lane marking details outlined in the attachments tab labeled "*Attachment B_City of McKinney Fire Lane Standards*".

U. REFLECTORIZED PAVEMENT MARKERS/BUTTONS – Pavement markers shall be in accordance with TxDOT DMS – 4200 or approved equal. Traffic Buttons shall be in accordance with TxDOT DMS – 4300 or approved equal. Refer to TxDOT Item 672 for performance, installation, and material requirements.

V. EPOXY ADHESIVES FOR PAVEMENT MARKERS/BUTTONS – Adhesives for concrete surfaces shall be in accordance with TxDOT DMS – 6100 or approved equal and shall be in accordance with DMS – 6130 or approved equal for asphalt surfaces. Epoxy adhesive used on concrete pavement shall be grey in color. Epoxy adhesive shall be cleaned from the upper surfaces any RPM or traffic button applied. The City reserves the right to reject RPMs or traffic buttons with excessive epoxy on the upper surfaces.

W. BARRICADE REQUIREMENTS – Contractor is responsible for barricading and temporary traffic control as per TMUTCD. Cost of barricading and temporary traffic control shall be subsidiary to the various items.

X. INSTALLATION

a. Pavement markings shall be installed in locations as directed by a City of McKinney and/or Collin County Engineer or Signs & Markings Supervisor. Contractor shall meet with an authorized representative or his/her designee from the City of McKinney and/or Collin County in the field to confirm layout.

b. The markings and/or markers shall be applied in accordance with the manufacturer's installation instructions. Marking configurations shall be in accordance with the Texas Manual Uniform Traffic Control Devices (TMUTCD) and the direction of the City of McKinney and/or Collin County Engineer or Signs & Markings Supervisor.

c. When markings are specified in the contract for newly paved asphalt concrete surfaces, they shall be applied before public traffic is allowed on the freshly paved surface. Preferably, the markings

should be inlaid in the fresh surface during final rolling of the mat, but in any case they shall be applied before the close of the shift on the day which the surface is paved. These markings can also be overlaid on existing pavement surfaces in accordance with the manufacturer's installation instructions.

Y. CONTRACT UNIT AND BASIS FOR PAYMENT

a. Linear pavement markings will be measured in linear feet for the type and width. The cost of broken linear striping will be paid by the gross distance of such striping, not the distance of marking material applied.

b. ARROW, WORD, or SYMBOL pavement markings will be paid for per each arrow, word, or symbol marking complete in place.

Z. BEST VALUE EVALUATION CRITERIA AND FACTORS - Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grounded into percentage factors as follows:

55%-PURCHASE PRICE
25%-ADVANCE NOTICE NEEDED PRIOR TO MOBILIZATION DATE
20%-REPUTATION OF THE BIDDER AND QUALITY OF THE BIDDER'S GOODS OR SERVICES VERIFIED THROUGH REFERENCE CHECKS

1 4 Addendum

Bidder has read and acknowledged all Addendum viewable in the "Attachments" tab.

1 5 Advance Notice for Section I. items under the Line Items tab

Please provide advance notice needed prior to mobilization for all work described as "SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)" in *calendar days*.

See lines 1 thru 22 under the **line items** tab.

1 6 Advance Notice for Section II. items under the Line Items tab

Please provide advance notice needed prior to mobilization for all work described as "SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG LINE)" in *calendar days*.

See lines 23 thru 33 under the **line items** tab.

1 7 Advance Notice for Section III. items under the Line Items tab

Please provide advance notice needed prior to mobilization for all work described as "SECTION III. THERMOPLASTIC (TYPE 1) PAVEMENT MARKINGS (60 MIL) (LONG LINE) (RURAL)" in *calendar days*.

See lines 34 thru 37 under the **line items** tab.

1 8	<p>Advance Notice for Section IV. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK) in <i>calendar days</i>.</p> <p>See <u>lines 38 thru 63</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>
1 9	<p>Advance Notice for Section V. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY) in <i>calendar days</i>.</p> <p>See <u>lines 64 thru 74</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>
2 0	<p>Advance Notice for Section VI. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) RURAL in <i>calendar days</i>.</p> <p>See <u>lines 75 thru 78</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>
2 1	<p>Advance Notice for Section VII. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION VII. METHAL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK) in <i>calendar days</i>.</p> <p>See <u>lines 79 thru 98</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>
2 2	<p>Advance Notice for Section VIII. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS IN <i>calendar days</i>.</p> <p>See <u>lines 99 thru 111</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>
2 3	<p>Advance Notice for Section IX. items under the Line Items tab</p> <p>Please provide advance notice needed prior to mobilization for all work described as "SECTION IX. REFLECTIVE PAVEMENT MARKERS <i>calendar days</i>.</p> <p>See <u>lines 112 thru 119</u> under the line items tab.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 Weeks</div>

Bid Lines

1	<p>4" Broken, White</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$1.25</div> Total: <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$1.25</div></p> <p>Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)</p>
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2	4" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
3	6" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.45 </u>	Total: <u> \$1.45 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
4	6" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.35 </u>	Total: <u> \$1.35 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
5	8" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
6	8" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.85 </u>	Total: <u> \$1.85 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
7	12" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
8	18" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$6.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
9	24" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$7.00 </u>	Total: <u> \$7.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
10	Arrow (White, Single)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$145.00 </u>	Total: <u> \$145.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
11	Arrow (White, Combo)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$255.00 </u>	Total: <u> \$255.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
12	Yield Triangle (Symbol) (18" x 24")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$70.00 </u>	Total: <u> \$70.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				

1 3	Yield Triangle (Symbol) (24" x 36")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$90.00 </u>	Total: <u> \$90.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 4	Word (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$165.00 </u>	Total: <u> \$165.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 5	Symbol (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$600.00 </u>	Total: <u> \$600.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 6	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.25 </u>	Total: <u> \$1.25 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 7	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 8	8" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.85 </u>	Total: <u> \$1.85 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
1 9	12" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
2 0	24" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$7.00 </u>	Total: <u> \$7.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
2 1	4" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
2 2	6" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION I. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (HAND WORK)				
2 3	4" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				

24	4" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.70 </u>	Total: <u> \$0.70 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
25	6" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.95 </u>	Total: <u> \$0.95 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
26	6" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.80 </u>	Total: <u> \$0.80 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
27	8" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.45 </u>	Total: <u> \$1.45 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
28	8" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.25 </u>	Total: <u> \$1.25 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
29	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
30	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.70 </u>	Total: <u> \$0.70 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
31	8" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.25 </u>	Total: <u> \$1.25 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
32	4" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
33	6" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION II. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (CITY)				
34	4" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
Item Notes: SECTION III. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (RURAL)				

35	4" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.70 </u>	Total: <u> \$0.70 </u>
Item Notes: SECTION III. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (RURAL)				
36	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
Item Notes: SECTION III. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (RURAL)				
37	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.70 </u>	Total: <u> \$0.70 </u>
Item Notes: SECTION III. THERMOPLASTIC (TYPE I) PAVEMENT MARKINGS (60 MIL) (LONG-LINE) (RURAL)				
38	4" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.60 </u>	Total: <u> \$0.60 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
39	4" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.55 </u>	Total: <u> \$0.55 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
40	6" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
41	6" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.65 </u>	Total: <u> \$0.65 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
42	8" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.85 </u>	Total: <u> \$0.85 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
43	8" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
44	12" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
45	18" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				

4 6	24" Solid, White	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
4 7	Arrow (White, Single)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$55.00 </u>	Total: <u> \$55.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
4 8	Arrow (White, Combo)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$100.00 </u>	Total: <u> \$100.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
4 9	Yield Triangle (Symbol) (18" x 24")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$30.00 </u>	Total: <u> \$30.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 0	Yield Triangle (Symbol) (24" x 36")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$40.00 </u>	Total: <u> \$40.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 1	Word (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$125.00 </u>	Total: <u> \$125.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 2	Symbol (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$300.00 </u>	Total: <u> \$300.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 3	Stenciled Lettering (Parking Space)	Quantity: <u> 1 </u> UOM: <u>Per Space</u>	Unit Price: <u> \$25.00 </u>	Total: <u> \$25.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 4	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.60 </u>	Total: <u> \$0.60 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 5	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.55 </u>	Total: <u> \$0.55 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
5 6	8" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				

57	12" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
58	24" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
59	4" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
60	6" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
61	6" Red w/ White Letters (Fire Lane)	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
62	12" Red w/ White Letters (Fire Lane Curb)	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
63	Handicap Pad (6'x6' Max. Blue w/ White Symbol)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$125.00 </u>	Total: <u> \$125.00 </u>
Item Notes: SECTION IV. PAINT (TYPE II) PAVEMENT MARKINGS (HAND WORK)				
64	4" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.55 </u>	Total: <u> \$0.55 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
65	4" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.45 </u>	Total: <u> \$0.45 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
66	6" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.65 </u>	Total: <u> \$0.65 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
67	6" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.55 </u>	Total: <u> \$0.55 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				

68	8" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
69	8" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
70	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.55 </u>	Total: <u> \$0.55 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
71	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.45 </u>	Total: <u> \$0.45 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
72	8" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
73	4" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
74	6" Shadow, Black	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION V. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (CITY)				
75	4" Broken, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.45 </u>	Total: <u> \$0.45 </u>
Item Notes: SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (RURAL)				
76	4" Solid, White	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.42 </u>	Total: <u> \$0.42 </u>
Item Notes: SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (RURAL)				
77	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.45 </u>	Total: <u> \$0.45 </u>
Item Notes: SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (RURAL)				
78	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$0.42 </u>	Total: <u> \$0.42 </u>
Item Notes: SECTION VI. PAINT (TYPE II) PAVEMENT MARKINGS (LONG-LINE) (RURAL)				

79	4" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
80	4" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
81	6" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
82	6" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
83	8" Broken, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$6.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
84	8" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
85	12" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$6.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
86	18" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$10.00 </u>	Total: <u> \$10.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
87	24" Solid, White	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$15.00 </u>	Total: <u> \$15.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
88	Arrow (White, Single)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$175.00 </u>	Total: <u> \$175.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
89	Arrow (White, Combo)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$250.00 </u>	Total: <u> \$250.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				

90	Yield Triangle (Symbol) (18" x 24")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$100.00 </u>	Total: <u> \$100.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
91	Yield Triangle (Symbol) (24" x 36")	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$145.00 </u>	Total: <u> \$145.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
92	Word (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$300.00 </u>	Total: <u> \$300.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
93	Symbol (White)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <u> \$1,000.00 </u>	Total: <u> \$1,000.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
94	4" Broken, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
95	4" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
96	8" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
97	12" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$6.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
98	24" Solid, Yellow	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$15.00 </u>	Total: <u> \$15.00 </u>
Item Notes: SECTION VII. METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (HAND WORK)				
99	4" Line, Broken	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
100	4" Line, Solid	Quantity: <u> 1 </u> UOM: <u>LF</u>	Unit Price: <u> \$1.00 </u>	Total: <u> \$1.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				

101	6" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$1.25 </u>	Total: <u> \$1.25 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
102	8" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
103	10" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
104	12" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
105	18" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$5.00 </u>	Total: <u> \$5.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
106	24" Line	Quantity: <u> 1 </u> UOM: <u> LF </u>	Unit Price: <u> \$6.00 </u>	Total: <u> \$6.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
107	Arrow	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$100.00 </u>	Total: <u> \$100.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
108	Word	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$125.00 </u>	Total: <u> \$125.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
109	Symbol	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$200.00 </u>	Total: <u> \$200.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
110	Miscellaneous Markings	Quantity: <u> 1 </u> UOM: <u> SF </u>	Unit Price: <u> \$3.00 </u>	Total: <u> \$3.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				
111	Traffic Button / RPM	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: <u> \$2.00 </u>	Total: <u> \$2.00 </u>
Item Notes: SECTION VIII. REMOVAL OF PAVEMENT MARKINGS & MARKERS				

1 1 2	Type I-A, 1-Way Amber Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$5.00 Total: \$5.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 3	Type I-C, 1-Way Clear Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$5.00 Total: \$5.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 4	Type II-A-A, 2-Way Amber Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$5.00 Total: \$5.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 5	Type II-A-R, 2-Way Amber / Red Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$5.00 Total: \$5.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 6	Type II-C-R, 2-Way Clear / Red Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$5.00 Total: \$5.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 7	Type II-B-B, 2-Way Blue Refl Pvmt Marker Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$10.00 Total: \$10.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 8	Traffic Button, Non-reflective, Round (Type W) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$4.00 Total: \$4.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 1 9	Traffic Button, Non-Reflective, Round (Type Y) Quantity: <u> 1 </u> UOM: <u>EA</u> Unit Price: \$4.00 Total: \$4.00 Item Notes: SECTION IX. REFLECTIVE PAVEMENT MARKERS
1 2 0	State additional percent discount offered for items not specified on this bid. Quantity: <u> 1 </u> UOM: <u>EA</u> Total: No response

Response Total: \$4,786.89

RESOLUTION NO. 2019-05-045 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE AWARD OF FIXED PRICE CONTRACTS TO STRIPE-A-ZONE, INC. OF GRAND PRAIRIE, TEXAS; TOTAL HIGHWAY MAINTENANCE, LLC OF CEDAR HILL, TEXAS; CI PAVEMENT OF GRAND PRAIRIE, TEXAS; AND A&M MAINTENANCE SERVICES, INC. OF MESQUITE, TEXAS FOR STREET STRIPING AND PAVEMENT MARKING MATERIALS

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for street striping and pavement marking services and,

WHEREAS, the City has received best value bids from Stripe-A-Zone, Inc. of Grand Prairie, Texas; Total Highway Maintenance, LLC of Cedar Hill, Texas; CI Pavement of Grand Prairie, Texas; and A&M Maintenance Services, Inc. of Mesquite, Texas for street striping and pavement marking services on an as needed basis.

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

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bids from Stripe-A-Zone, Inc. of Grand Prairie, Texas; Total Highway Maintenance, LLC of Cedar Hill, Texas; CI Pavement of Grand Prairie, Texas; and A&M Maintenance Services, Inc. of Mesquite, Texas for street striping and pavement marking services to be used on an as needed basis. These best value bids, when duly accepted by the City Council of the City of McKinney, shall constitute a contract equally binding between the successful bidders and the City of McKinney.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 7th DAY OF MAY, 2019.

CITY OF MCKINNEY, TEXAS



GEORGE C. FULLER
Mayor

ATTEST:



EMPRESS ORANE
City Secretary
MELISSA LEE
Deputy City Secretary

APPROVED AS TO FORM:



MARK S. HOUSER
City Attorney

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 22, 2019

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc. for Construction of Water and Sanitary Sewer Improvements - Greenville Avenue/Chaparral Road and Main Street/Boyd Drive in the Amount of \$494,718.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Company, Inc. for Construction of Water and Sanitary Sewer Improvements - Greenville Avenue/Chaparral Road and Main Street/Boyd Drive in the Amount of \$494,718.

BACKGROUND

The subject award is for construction services to improve water and/or sewer utilities in two areas of the City. The two locations were publicly bid as one project, despite being in two different locations, in order to capitalize on economy-of-scale and save money.

Greenville and Chaparral Area - As the two Cities of Allen and Plano developed, the municipality with closer infrastructure has occasionally provided service to developments that occurred before the current corporate limits existed; such was the case in the area of Greenville Avenue and Chaparral Road. The northeast corner is currently serviced by Plano for both water and sewer, but the customer resides in the city of Allen (the restaurant user, 'Saltlight Station: Coffee and Pho'). When Saltlight was originally a gas station, it resided in neither Allen or Plano, but Plano continues to serve it, even after the land has been annexed into Allen (2000). Allen city staff have now worked with city staff from Plano to sort-out this connection across city lines and have a solution to service the area with Allen infrastructure. To accomplish this, a new linkage in our water system is needed, and the existing sewer line needs to be re-routed to connect to our sewer pipes. This will allow for more streamlined future development of the northeast corner, remove the current connection for that area from the City of Plano system, and provide enhancement to our own existing system with a looped connection (eliminating dead-ends).

Butler and Austin (Central Business District) - The existing two-inch (2") water main in the alley between Main Street and Boyd Drive is undersized, has received multiple repairs over the years, and needs replacement. This project will reconstruct the piping to current standards and will also provide better fire protection with a new 6-inch main and addition of a new fire hydrant. On September 26, 2019, six (6) bids were received. The three (3) lowest and responsive bids are below:

Bid 2019-7-75

Contractor	Calendar Days	Bid Amount
SYB Construction Company, Inc.	120	\$ 449,743.25
Canary Construction, Inc.	140	\$ 493,936.00
Quality Excavation, Ltd.	180	\$ 585,393.50

BUDGETARY IMPACT

Funding will come from unallocated non-bond Water and Sewer funds.

WA1802 - Water and Sanitary Sewer Improvements Greenville Avenue/Chaparral Road and Main Street/Boyd Drive Project Award Itemization	
Bid Amount	\$ 449,743.25
Bid Contingency (10%)	\$ 44,974.33
TOTAL AWARD AMOUNT	\$ 494,717.58

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to award bid and execute a contract with SYB Construction Company, Inc. for construction of Water and Sanitary Sewer Improvements - Greenville Avenue/Chaparral Road and Main Street/Boyd Drive in the amount of \$494,718.

MOTION

I make a motion to authorize the City Manager to award bid and execute a contract with SYB Construction Company, Inc. for construction of Water and Sanitary Sewer Improvements - Greenville Avenue/Chaparral Road and Main Street/Boyd Drive in the amount of \$494,718.

ATTACHMENTS:

Standard Form of Agreement
Bidders Proposal
CBD Map
Greenville - Chaparral Map

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this 22ND day of October, 2019, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through Its City Manager

thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and SYB Construction Co., Inc.

of the City of Irving, County of Dallas and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**WATER AND SANITARY SEWER IMPROVEMENTS
GREENVILLE AVE/CHAPARRAL RD AND MAIN ST/BOYD DR
BID #2019-7-75 CIP #WA1802**

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

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within One Hundred Twenty (120) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

CITY OF ALLEN, TEXAS
Party of the First Part (OWNER)

By: _____
Eric Ellwanger, City Manager

Attest: _____
Shelley B. George, City Secretary

SYB CONSTRUCTION CO., INC.
Party of the Second Part (CONTRACTOR)

By: Brian Wood
Brian Wood, Vice President

Attest: Geana Brann
Geana Brann, Office Manager

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

WATER AND SANITARY SEWER - GREENVILLE/CHAPARRAL

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
101	573	LF	Furnish and install 8" Sanitary Sewer PVC (SDR 26-ASTM D-2241) Pipe by open cut, with Class 'H' Embedment, including all incidentals for the sum of <u>FIFTY EIGHT</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$58.00	\$33,234.00
102	19	LF	Furnish and install 8" Sanitary Sewer PVC (SDR 26-ASTM D-2241) Pipe by open cut, with Class 'G' Embedment, including all incidentals for the sum of <u>NINETY TWO</u> Dollars & <u>FIFTY</u> Cents per Linear Foot	\$92.50	\$1,757.50
103	11	LF	Furnish and install 8" Sanitary Sewer PVC (SDR 26-ASTM D-2241) Pipe by open cut, with Class 'X' Embedment, including all incidentals for the sum of <u>TWO HUNDRED TWENTY FOUR</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$224.00	\$2,464.00
104	5	EA	Furnish and install 4' Diameter Standard Precast Manhole, including all incidentals for the sum of <u>THREE THOUSAND TWO HUNDRED TWENTY FIVE</u> Dollars & <u>ZERO</u> Cents per Each	\$3,225.00	\$16,125.00
105	3	EA	Connect to existing 8" sanitary sewer main, including all incidentals for the sum of <u>TWO HUNDRED FIFTY</u> Dollars & <u>ZERO</u> Cents per Each	\$250.00	\$750.00
106	84	LF	Remove and Dispose of existing 8" Sanitary Sewer, including all incidentals, for the sum of <u>FIVE</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$5.00	\$420.00
107	3	EA	Cut, plug, and abandon in place existing sanitary sewer line, including all incidentals for the sum of <u>SEVEN HUNDRED FIFTY</u> Dollars & <u>ZERO</u> Cents per Each	\$750.00	\$2,250.00
108	1	EA	Remove Cone, backfill and abandon in place existing 4' diameter manhole, including all incidentals for the sum of <u>ONE THOUSAND</u> Dollars & <u>ZERO</u> Cents per Each	\$1,000.00	\$1,000.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
109	837	LF	Furnish and install 12" PVC, AWWA C900, DR-18 Water Pipe, by Open Cut, with Class 'B-1' Embedment, including all incidentals for the sum of <u>ONE HUNDRED FOUR</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$104.00	\$87,048.00
110	22	LF	Furnish and install 12" PVC, AWWA C900, DR-18 Water Pipe, by Open Cut, with Class 'X' Embedment, including all incidentals for the sum of <u>THREE HUNDRED SIXTY THREE</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$363.00	\$7,986.00
111	167	LF	Furnish and install 12" PVC, AWWA C900, DR-18 Water Pipe, by Open Cut, with Class 'A-1' Embedment, including all incidentals for the sum of <u>ONE HUNDRED FOURTEEN</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$114.00	\$19,038.00
112	45	LF	Furnish and install 8" PVC, AWWA C900, DR-18 Water Pipe, by Open Cut, with Class 'B-1' Embedment, including all incidentals for the sum of <u>FORTY NINE</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$49.00	\$2,205.00
113	12	LF	Furnish and install 6" PVC, AWWA C900, DR-14 Water Pipe, by Open Cut, with Class 'B-1' Embedment, including all incidentals for the sum of <u>FORTY SIX</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$46.00	\$552.00
114	1	EA	Furnish & install 12" by 8" cut in tee and connect to existing water line, including all incidentals for the sum of <u>SIXTY SIX HUNDRED FIFTY</u> Dollars & <u>FIFTY</u> Cents per Each	\$6,650.00	\$6,650.00
115	2	EA	Connect to existing water line, including all incidentals for the sum of <u>TWENTY FOUR HUNDRED FIFTY</u> Dollars & <u>ZERO</u> Cents per Each	\$2,450.00	\$4,900.00
116	2	EA	Remove plug and connect to existing water line stub out, including all incidentals for the sum of <u>TWENTY THREE HUNDRED TWENTY FIVE</u> Dollars & <u>ZERO</u> Cents per Each	\$2,325.00	\$4,650.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
118	5	EA	Furnish and install 12" gate valve, including all incidentals for the sum of TWENTY FIVE HUNDRED Dollars & ZERO Cents per Each	\$2,500.00	\$12,500.00
119	2	EA	Furnish and install 8" gate valve, including all incidentals for the sum of FOURTEEN HUNDRED Dollars & ZERO Cents per Each	\$1,400.00	\$2,800.00
120	2	EA	Furnish and install 6" gate valve, including all incidentals for the sum of ONE THOUSAND TWENTY FIVE Dollars & ZERO Cents per Each	\$1,025.00	\$2,050.00
121	10	LF	Cut, remove, and dispose of existing water line, including all incidentals for the sum of THIRTY FIVE Dollars & ZERO Cents per Linear Foot	\$35.00	\$350.00
122	2	EA	Furnish and install fire hydrant with 6" gate valve and lead, including all incidentals for the sum of FORTY FIVE HUNDRED Dollars & ZERO Cents per Each	\$4,500.00	\$9,000.00
123	3	EA	Cut, plug, and abandon in place existing water line, including all incidentals for the sum of SEVEN HUNDRED FIFTY Dollars & ZERO Cents per Each	\$750.00	\$2,250.00
124	2	EA	Remove and dispose of existing water valve, including all incidentals, for the sum of FIVE HUNDRED Dollars & ZERO Cents per Each	\$500.00	\$1,000.00
125	2	EA	Close ex. water valve, remove stack and bury valve, including all incidentals for the sum of ONE HUNDRED FIFTY Dollars & ZERO Cents per Each	\$150.00	\$300.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
126	1	EA	Remove and dispose of existing fire hydrant, including all incidentals for the sum of <u>THREE HUNDRED</u> Dollars & <u>ZERO</u> Cents per Each	\$300.00	\$300.00
129	104	SY	Saw, Remove and Dispose of existing Concrete Pavement, including all incidentals for the sum of <u>TWELVE</u> Dollars & <u>ZERO</u> Cents per Square Yard	\$12.00	\$1,248.00
131	1,688	LF	Provide trench safety system for utility installation, including all incidentals for the sum of <u>ONE</u> Dollars & <u>ZERO</u> Cents per Linear Foot	\$1.00	\$1,688.00
132	1	LS	Remove and Replace Landscaping, Irrigation, and Lighting, including all incidentals for the sum of <u>FORTY EIGHT HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$4,800.00	\$4,800.00
133	1	LS	Furnish, Install, Maintain, and Remove Erosion Control Devices, including all incidentals for the Lump Sum of <u>FORTY EIGHT HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$4,800.00	\$4,800.00
134	1	LS	Prepare and implement Storm Water Prevention Plan (SWPPP), including all incidentals, for the Lump Sum of <u>SEVEN HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$700.00	\$700.00
135	1	LS	Implement traffic control, signing and barricading and all other incidentals necessary for the Lump Sum of <u>FIFTEEN THOUSAND FIVE HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$15,500.00	\$15,500.00
136	4	SY	Construct 8" 3,600 PSI (Class "C") reinforced concrete pavement, including all incidentals for the sum of <u>TWO HUNDRED</u> Dollars & <u>ZERO</u> Cents per Square Yard	\$200.00	\$800.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
139	101	SY	Construct 4" 3,600 PSI (Class "C") reinforced concrete sidewalk, including all incidentals for the sum of <div> <div>SIXTY EIGHT</div> <div>ZERO</div> </div> Dollars & Cents per Square Yard	\$68.00	\$6,868.00
141	314	SY	Furnish and install sod in disturbed areas including 4" acceptable topsoil below the sod, water, fertilizer and all incidentals according to the plans and details, including all <div> <div>THIRTY TWO</div> <div>ZERO</div> </div> Dollars & Cents per Square Yard	\$32.00	\$10,048.00
142	2.50	TN	Furnish and install ductile iron mechanical joint Class 250 fittings in accordance with AWWA C110-77 (ANSI A21 10), including all incidentals for the sum of <div> <div>ONE HUNDRED</div> <div>ZERO</div> </div> Dollars & Cents per Ton	\$100.00	\$250.00
143	12	CY	Furnish and install concrete for thrust blocking, including all incidentals for the sum of <div> <div>ONE HUNDRED FIFTY</div> <div>ZERO</div> </div> Dollars & Cents per Cubic Yard	\$150.00	\$1,800.00
144	1,083	LF	Perform water system pressure testing, including all incidentals for the sum of <div> <div>ONE</div> <div>ZERO</div> </div> Dollars & Cents per Linear Foot	\$1.00	\$1,083.00
145	2	EA	Furnish and install Capital Improvement signs, complete and in place, including all incidentals for the sum of <div> <div>SIX HUNDRED</div> <div>ZERO</div> </div> Dollars & Cents per Each	\$600.00	\$1,200.00
146	603	LF	Post construction TV Inspection and subsequent TV Inspection at 21 months after completion of the project, including all incidentals for the sum of <div> <div>FOUR</div> <div>ZERO</div> </div> Dollars & Cents per Linear Foot	\$4.00	\$2,412.00
147	5	EA	Manhole testing, including all incidentals for the sum of <div> <div>ONE HUNDRED FIFTY</div> <div>ZERO</div> </div> Dollars & Cents per Each	\$150.00	\$750.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
148	1	LS	Mobilization, not to exceed 5% of the total bid for the Lump Sum of TWENTY TWO THOUSAND TWO HUNDRED THIRTY SIX Dollars & ZERO Cents	\$22,236.00	\$22,236.00

TOTAL GREENVILLE/CHAPARRAL:

\$297,762.50

WATER REPLACEMENT - MAIN/BOYD ALLEY

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
113	313	LF	Furnish and install 6" PVC, AWWA C900, DR-14 Water Pipe, by Open Cut, with Class 'B-1' Embedment, including all incidentals for the sum of EIGHTY SIX Dollars & ZERO Cents per Linear Foot	\$86.00	\$26,918.00
117	1	EA	Furnish and install 8" by 6" tapping sleeve and 6" valve , including all incidentals for the sum of FOUR THOUSAND FIFTY Dollars & ZERO Cents per Each	\$4,050.00	\$4,050.00
120	2	EA	Furnish and install 6" gate valve, including all incidentals for the sum of ONE THOUSAND Dollars & ZERO Cents per Each	\$1,000.00	\$2,000.00
122	1	EA	Furnish and install fire hydrant with 6" gate valve and lead, including all incidentals for the sum of FORTY ONE HUNDRED SEVENTY FIVE Dollars & ZERO Cents per Each	\$4,175.00	\$4,175.00
123	1	EA	Cut, plug, and abandon in place existing water line, including all incidentals for the sum of FIVE HUNDRED Dollars & ZERO Cents per Each	\$500.00	\$500.00
125	1	EA	Close ex. water valve, remove stack and bury valve, including all incidentals for the sum of ONE HUNDRED Dollars & ZERO Cents per Each	\$100.00	\$100.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
127	91	LF	Furnish and install new 2" AWWA C901 Polyethylene service line and new meter box, connect existing water meter, including all incidentals for the sum of <u>THIRTY TWO</u> Dollars & <u>FIFTY</u> Cents per Linear Foot	\$32.50	\$2,957.50
128	4	EA	Furnish and install new service connection including service saddle and new meter box, including all incidentals for the sum of <u>TWENTY ONE HUNDRED</u> Dollars & <u>ZERO</u> Cents per Each	\$2,100.00	\$8,400.00
129	748	SY	Saw, Remove and Dispose of existing Concrete Pavement, including all incidentals for the sum of <u>THIRTEEN</u> Dollars & <u>ZERO</u> Cents per Square Yard	\$13.00	\$9,724.00
130	36	SY	Saw, Remove and Dispose of existing Asphalt Pavement, including all incidentals for the sum of <u>TWELVE</u> Dollars & <u>ZERO</u> Cents per Square Yard	\$12.00	\$432.00
131	313	LF	Provide trench safety system for utility installation, including all incidentals for the sum of <u>ZERO</u> Dollars & <u>TWENTY FIVE</u> Cents per Linear Foot	\$0.25	\$78.25
133	1	LS	Furnish, Install, Maintain, and Remove Erosion Control Devices, including all incidentals for the Lump Sum of <u>TWO THOUSAND</u> Dollars & <u>ZERO</u> Cents	\$2,000.00	\$2,000.00
135	1	LS	Implement traffic control, signing and barricading and all other incidentals necessary for the Lump Sum of <u>THIRTY FIVE HUNDRED</u> Dollars & <u>ZERO</u> Cents	\$3,500.00	\$3,500.00
136	748	SY	Construct 8" 3,600 PSI (Class "C") reinforced concrete pavement, including all incidentals for the sum of <u>NINETY SEVEN</u> Dollars & <u>ZERO</u> Cents per Square Yard	\$97.00	\$72,556.00

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
137	90	LF	Furnish and Install 6" monolithic (Class "C") curb <div> <div>TEN</div> <div>ZERO</div> </div> Dollars & Cents per Linear Foot	\$10.00	\$900.00
138	36	SY	Furnish and Install 2" Type "D" HMAC surface course including 6" 3,600 PSI (Class "C") reinforced concrete and 95% Std. proctor compacted, including all incidentals for <div> <div>ONE HUNDRED TWO</div> <div>ZERO</div> </div> Dollars & Cents per Square Yard	\$102.00	\$3,672.00
140	16	SY	Construct 4" barrier free ramps (SD-P40) with existing brick pavers, including all incidentals for the sum of <div> <div>THREE HUNDRED EIGHTY</div> <div>ZERO</div> </div> Dollars & Cents per Square Yard	\$380.00	\$6,080.00
141	25	SY	Furnish and install sod in disturbed areas including 4" acceptable topsoil below the sod, water, fertilizer and all incidentals according to the plans and details, including all <div> <div>SEVENTY FIVE</div> <div>ZERO</div> </div> Dollars & Cents per Square Yard	\$75.00	\$1,875.00
142	1	TN	Furnish and install ductile iron mechanical joint Class 250 fittings in accordance with AWWA C110-77 (ANSI A21 10), including all incidentals for the sum of <div> <div>ONE HUNDRED</div> <div>ZERO</div> </div> Dollars & Cents per Ton	\$100.00	\$100.00
143	3	CY	Furnish and install concrete for thrust blocking, including all incidentals for the sum of <div> <div>ONE HUNDRED FIFTY</div> <div>ZERO</div> </div> Dollars & Cents per Cubic Yard	\$150.00	\$450.00
144	313	LF	Perform water system pressure testing, including all incidentals for the sum of <div> <div>ONE</div> <div>ZERO</div> </div> Dollars & Cents per Linear Foot	\$1.00	\$313.00
145	2	EA	Furnish and install Capital Improvement signs, complete and in place, including all incidentals for the sum of <div> <div>SIX HUNDRED</div> <div>ZERO</div> </div> Dollars & Cents per Each	\$600.00	\$1,200.00

TOTAL MAIN/BOYD:

\$151,980.75

**WATER AND SANITARY SEWER IMPROVEMENTS - GREENVILLE AVE/CHAPARRAL
RD AND MAIN ST/BOYD DR BID# 2019-7-75 CIP# WA1802**

PROPOSAL SUMMARY

TOTAL GREENVILLE/CHAPARRAL: \$297,762.50

TOTAL MAIN/BOYD: \$151,980.75

TOTAL PROJECT: \$449,743.25

CALENDAR DAYS BID: 120

TOTAL BID **\$449,743.25**

BID ENDORSEMENT

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

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

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

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

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

Addendum No. 1 dated	9-12-19	Received	<u>SYB</u>
Addendum No. 2 dated	<u>9-18-19</u>	Received	<u>SYB</u>

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

Total Amount Bid: \$ 449,743.25

Total Days Bid: 120

SYB CONSTRUCTION CO., INC

Contractor

By: SHIRLEY Y. BENNETT

(please print name)

Signature: Shirley Y. Bennett

Title: PRESIDENT

421 COMPTON AVE

Address

IRVING, DALLAS, TEXAS, 75061

City, County, State and Zip

972-399-1066

Telephone

972-399-1586

Fax No.

E-Mail Address: ESTIMATING@SYBCONSTRUCTION.COM

Seal and Authorization
(If a Corporation)

LOCATION MAP



MAIN STREET / BOYD DRIVE
WATER IMPROVEMENTS
(October 22, 2019)



LOCATION MAP



GREENVILLE AVENUE / CHAPARRAL ROAD
WATER AND SANITARY SEWER IMPROVEMENTS
(October 22, 2019)



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	October 22, 2019
SUBJECT:	Accept the Resignation of Sharyn King and Declare a Vacancy in Place No. 5 on the Animal Shelter Advisory Committee.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Accept the Resignation of Sharyn King and Declare a Vacancy in Place No. 5 on the Animal Shelter Advisory Committee.

BACKGROUND

On September 30, 2019, Sharyn King submitted her resignation for Place No. 5 on the Animal Shelter Advisory Committee.

MOTION

I make a motion to accept the resignation of Sharyn King and to declare a vacancy in Place No. 5 on the Animal Shelter Advisory Committee.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	October 22, 2019
SUBJECT:	Receive the Capital Improvement Program (CIP) Status Report.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer
ACTION PROPOSED:	Receive the Capital Improvement Program (CIP) Status Report.

ATTACHMENTS:

Active CIP Projects Report for Oct 2019



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/15/2019

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
DR1605	HILLSIDE REHABILITATION	NON BONDS	12/31/2019	\$136,390	\$136,390	\$0	100.0%
DR1804	NORTHBROOK CT DRAINAGE IMP	NON BOND	12/31/2019	\$385,700	\$250,216	\$3,627	65.8%
DR1901	ALLENWOOD DRAINAGE IMPROVEMENTS	NON BONDS, W&S CIP	12/31/2019	\$943,000	\$52,360	\$121,381	18.4%
DR1902	OLD STONE DAM UPSTREAM STABILIZATIO	NON BONDS	9/30/2020	\$25,000	\$0	\$19,500	78.0%
IT1201	ADMINISTRATION SOFTWARE	REPLACEMENT FUND, GF	9/30/2020	\$2,084,096	\$2,079,807	\$4,000	100.0%
IT1901	PUBLIC SAFETY HARDWARE/SOFTWARE	NON BONDS	9/30/2021	\$2,500,000	\$925,100	\$1,196,785	84.9%
LB1901	LIBRARY EXPANSION PHASE II	2017 GO BONDS	9/30/2020	\$73,057	\$0	\$0	0.0%
PF2001	STORM SIRENS	2019 TAX NOTES	9/30/2020	\$415,000	\$0	\$0	0.0%
PF2002	CITY COUNCIL CHAMBERS REMODEL	2019 TAX NOTES	9/30/2020	\$577,950	\$0	\$0	0.0%
PF2003	TRAFFIC MANAGEMENT CENTER	2019 TAX NOTES	9/30/2020	\$75,000	\$0	\$0	0.0%
PF2004	CITY HALL WATERPROOFING	2019 TAX NOTES	9/30/2020	\$556,000	\$0	\$0	0.0%
PR1208	2013 GO BONDS PUBLIC ART	GO BONDS, NON BONDS	9/30/2022	\$73,580	\$362	\$0	0.5%
PR1209	SPIRIT PARK	GO BONDS, PARK DEDICATION, GRANT, NON BONDS, CDC	12/31/2019	\$10,885,547	\$10,830,931	\$4,969	99.5%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2022	\$95,819	\$3,383	\$0	3.5%
PR1599	2015 GO BONDS PUBLIC ART	GO BONDS	9/30/2020	\$217,653	\$0	\$0	0.0%
PR1601	EXCHANGE PKWY COMMUNITY PARK	GO BONDS	12/31/2022	\$945,127	\$36,914	\$0	3.9%
PR1702	FY17 TRAIL CONSTRUCTION	CDC	9/30/2099	\$163,433	\$0	\$0	0.0%
PR1703	ROLLING HILLS PARK EXPANSION	GO BONDS	12/31/2019	\$595,436	\$537,090	\$0	90.2%
PR1801	TRAIL MARKER PROGRAM	CDC	12/31/2019	\$74,431	\$58,129	\$16,302	100.0%
PR1802	CITY WIDE TRAIL MASTER PLAN	CDC	12/31/2019	\$59,995	\$58,750	\$0	97.9%
PR1803	EVENT CENTER ROTUNDA ARTWORK	NON BONDS	12/31/2020	\$304,200	\$4,200	\$0	1.4%
PR1804	TWIN CREEKS CIVIC SPACE ENHANCEMENT	NON BONDS, CDC	12/31/2019	\$509,578	\$64,950	\$0	12.7%
PR1806	ROWLETT TRAIL @ MONTGOMERY RIDGE	PARK DEDICATION, CDC, NON BOND, GO BONDS	12/31/2020	\$318,884	\$153,733	\$0	48.2%
PR1807	RIDGEVIEW DR TRAIL CONNECTIONS	CDC	12/31/2019	\$70,000	\$46,629	\$18,571	93.1%
PR1808	FY18 TRAIL CONSTRUCTION	CDC	9/30/2099	\$400,000	\$0	\$0	0.0%
PR1809	COTTONWOOD TRAIL IMPROVEMENTS	CDC	12/31/2019	\$63,500	\$34,771	\$28,729	100.0%
PR1903	HERITAGE PARK DESIGN	CDC	9/30/2020	\$13,295	\$13,295	\$0	100.0%
PR1904	CRICKET FIELD AT SPIRIT PARK	NON BONDS	9/30/2020	\$144,223	\$0	\$0	0.0%
PR1905	TCWC BRIDGE ASSESSMENT	CDC	9/30/2020	\$266,000	\$224,751	\$21,486	92.6%
PR1906	ADVENTURE PARK	PARK DEDICATION	9/30/2020	\$18,500	\$12,305	\$6,195	100.0%
PR1907	EXCHANGE PARKWAY RECREATION CENTER	GO BONDS	9/30/2023	\$1,654,873	\$152,886	\$1,987	9.4%
PR1908	PLAYGROUND REPLACEMENTS	PARK DEDICATIONS	9/30/2020	\$536,000	\$361,870	\$161,059	97.6%
PR2000	FY20 CDC APPROVED BUDGET	CDC	9/30/2024	\$5,412,254	\$0	\$0	0.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/15/2019

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
PS1701	CENTRAL FIRE STATION REMODEL	2017 & 2018 & 2019 GO BONDS	12/31/2019	\$7,407,101	\$2,962,142	\$3,897,949	92.6%
PS1901	FIRE STATION #6	GO BONDS	12/31/2022	\$1,000,000	\$0	\$0	0.0%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2020	\$394,147	\$0	\$0	0.0%
ST0704	STACY PHASE II GREENVILLE TO ANGEL	NON BONDS	9/30/2020	\$1,609,105	\$1,563,818	\$3,000	97.4%
ST1104	STACY / GREENVILLE TRAFFIC SIGNAL	NON BONDS	12/31/2019	\$130,000	\$129,160	\$0	99.4%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS, GO BONDS	12/31/2019	\$3,938,788	\$3,754,403	\$166,575	99.5%
ST1705	2017 MEDIAN IMPROVEMENTS	NON BONDS, 2017 & 2018 GO BONDS	12/31/2019	\$2,950,000	\$2,856,196	\$76,249	99.4%
ST1710	ALLEN DR US75 / INTERCHANGE IMP	NON BONDS	12/31/2019	\$226,000	\$189,933	\$36,020	100.0%
ST1711	BETHANY INTERSECTION IMPROVEMENTS	NON BONDS, 2017 GO BONDS	12/31/2019	\$1,830,963	\$1,599,525	\$0	87.4%
ST1712	TS ANGEL/MALONE & STACY/CURTIS	2017 GO BONDS	12/31/2019	\$50,000	\$47,100	\$0	94.2%
ST1802	CBD REHAB - BELMONT DRIVE	GO BONDS	12/31/2019	\$261,847	\$34,989	\$0	13.4%
ST1902	2019 FYA & TRAFFIC SIGNALS UPGRADES	GO BONDS, NON-BONDS	12/31/2019	\$280,301	\$211,511	\$44,100	91.2%
ST1903	ALLEN DRIVE GATEWAY	NON BONDS	12/31/2019	\$500,000	\$97,832	\$291,568	77.9%
ST1906	2019 STREETS & ALLEYS	GO BONDS, NON BONDS	9/30/2020	\$1,070,000	\$625,241	\$185,338	75.8%
ST1907	BETHANY & HERITAGE TRAFFIC SIGNAL	GO BONDS	9/30/2020	\$400,000	\$62,798	\$0	15.7%
ST1908	TRAFFIC SIGNAL DETECTION IMPROVEMEN	GO BONDS, NON BONDS	8/30/2020	\$374,075	\$0	\$91,975	24.6%
ST1909	MCDERMOTT-TWIN CREEK & SUNCREEK	GO BONDS	9/30/2020	\$200,000	\$0	\$0	0.0%
ST2000	RIDGEVIEW DR - CHELSEA TO US 75	GO BONDS, NON BONDS	12/31/2021	\$2,552,082	\$0	\$0	0.0%
ST2001	FY 2020 TRAFFIC SIGNALS	GO BONDS	9/30/2021	\$509,190	\$79,832	\$15,752	18.8%
WA1203	PUMP STATION IMPROVEMENTS	W&S CIP	9/30/2022	\$437,079	\$247,861	\$0	56.7%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2022	\$419,871	\$303,994	\$0	72.4%
WA1605	HILLSIDE W&S REHABILITATION P1	W&S CIP, W&S REV BONDS	12/31/2019	\$4,619,583	\$4,218,051	\$180	91.3%
WA1701	RIDGEVIEW 24" VALVES	W&S CIP	12/31/2019	\$50,000	\$7,263	\$0	14.5%
WA1802	CBD SS STUDY & GREENVILLE/CHAPARRAL	W&S CIP	9/30/2020	\$510,340	\$44,606	\$15,896	11.9%
WA1804	WATERFORD PARK SS CREEK CROSSING	W&S CIP	12/31/2019	\$150,000	\$137,463	\$0	91.6%
WA1901	WINDRIDGE 1&2 W&S REHABILITATION	W&S REV BONDS	12/31/2019	\$600,000	\$229,505	\$353,489	97.2%
WA1902	HILLSIDE W&S REHABILITATION P II	W&S REV BONDS	2/1/2020	\$5,000,000	\$3,304,971	\$435,647	74.8%
WA1903	TANK REPAINT STACY & BETHANY	W&S CIP	9/30/2020	\$1,600,000	\$261,502	\$841,497	68.9%
WA1904	SLOAN CREEK TRUNK SEWER	W&S CIP & W&S IMPACT FEE	12/31/2019	\$13,202,951	\$994,198	\$72,715	8.1%
WA1905	ALLEN TWIN CREEK APT SEWER REPAIR	W&S CIP	9/30/2020	\$200,000	\$0	\$0	0.0%
WA1906	STACY RD PUMP STATION REHABILITATIO	W&S REV BONDS	12/31/2020	\$4,033,000	\$71,163	\$13,017	2.1%
WA1907	EXCHANGE EMERGERNCY SEWER REPAIR	W&S CIP	12/31/2019	\$225,000	\$186,423	\$0	82.9%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/15/2019

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
WA1908	CBD / DART SANITARY SEWER REHAB	W&S CIP	12/31/2020	\$900,000	\$0	\$86,300	9.6%

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: October 22, 2019

SUBJECT: Receive the Investment Report for the Period Ending September 30, 2019.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer

BACKGROUND

Under the Public Funds Investment Act (the Act) the investment officer of an entity must prepare and submit to the governing body a written report of investment transactions for all funds covered by this chapter for the preceding reporting period. The report must be submitted quarterly. The attached report, for the period ending September 30, 2019, meets that requirement of the Act.

The Act requires that the following information be presented in the report: beginning market value, ending market value for the period, book value at the beginning and end of the reporting period, the fund type invested and the maturity date.

The Act also requires that the report be prepared and signed by all authorized investment officers verifying that the information presented is accurate.

The investment report summarizes all investment types and provides a summary of total investments by fund group. Government investments are listed separately and show changes in book and market value during this period. A list of definitions of terms used in the report is also included.

ATTACHMENTS:

Investment Report for the Period Ended September 30, 2019
Certify Investment Report
Definition of Terms

CITY OF ALLEN
Investment Report
June 30, 2019 to September 30, 2019

Summary of Investments by Type

Type	Value of all Investments 06/30/2019		Value of all Investments 09/30/2019	
	Book	Market	Book	Market
Government Agencies	\$ 56,586,319	\$ 56,537,238	\$ 46,612,388	\$ 46,621,866
LGIP (TexPool, TexSTAR, Texas Class)	46,602,084	46,602,084	27,568,589	27,568,589
Money Markets	1,551	1,551	1,614,224	1,614,224
Certificates of Deposit	36,382,857	36,437,502	36,024,046	36,190,979
Commercial Paper	3,486,785	3,545,214	979,150	999,781
Municipal Bonds	44,193,414	44,577,859	65,284,112	65,535,577
TOTAL	\$ 187,253,010	\$ 187,701,447	\$ 178,082,509	\$ 178,531,016

Summary of Total Investment Book Value by Fund Group

	6/30/19	9/30/19
General Fund	\$ 54,487,308	\$ 48,566,623
Enterprise Funds	30,776,039	37,493,723
Capital Projects Funds	36,628,180	42,927,651
Debt Service Funds	13,830,315	1,669,123
Special Revenue Funds	31,866,359	27,383,253
Internal Service Funds	18,285,240	18,660,693
Trust and Agency Funds	1,379,569	1,381,444
TOTAL	\$ 187,253,010	\$ 178,082,509

Note: Addition differences due to rounding.

City of Allen
Government Agencies, Municipal Bonds, Commercial Paper and Certificates of Deposit

Maturity Date	Purchase Date	Type	Broker	CUSIP	Value at 06/30/2019		Value at 09/30/2019	
					Book	Market	Book	Market
07/01/19	02/22/18	FHLB	FTN	3130ADQ21	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -
07/01/19	04/10/19	BONDS	STF	977123YG7	\$ 1,909,994	\$ 1,900,000	\$ -	\$ -
07/12/19	11/14/18	CP	COM	46640QUC3	\$ 981,033	\$ 999,078	\$ -	\$ -
07/15/19	04/13/18	CD	FNC	05581WWD3	\$ 245,000	\$ 245,029	\$ -	\$ -
07/16/19	07/16/18	CD	FNC	33715LBY5	\$ 245,000	\$ 245,152	\$ -	\$ -
07/19/19	07/19/16	FNMA	CS	3136G3VN2	\$ 1,500,000	\$ 1,499,220	\$ -	\$ -
07/22/19	01/22/18	CD	FNC	336460CL2	\$ 245,000	\$ 243,479	\$ -	\$ -
07/26/19	04/26/19	FHLMC	WF	3134GTDN0	\$ 1,000,000	\$ 1,000,380	\$ -	\$ -
08/01/19	11/04/15	FHLMC	CS	3137EADK2	\$ 1,499,127	\$ 1,498,740	\$ -	\$ -
08/13/19	08/13/18	FHLMC	WF	3134GSTT2	\$ 1,000,000	\$ 1,001,090	\$ -	\$ -
08/16/19	02/16/18	FHLMC	WF	3134GSCJ2	\$ 1,500,000	\$ 1,500,615	\$ -	\$ -
08/16/19	03/16/18	CD	FNC	319234AN0	\$ 245,000	\$ 245,042	\$ -	\$ -
08/22/19	08/22/18	CD	ANB	9661513	\$ 1,019,421	\$ 1,019,421	\$ -	\$ -
08/24/19	08/24/18	CD	FNC	06644RAA7	\$ 245,000	\$ 251,554	\$ -	\$ -
08/26/19	02/26/16	FNMA	CS	3136G2YB7	\$ 1,000,000	\$ 998,540	\$ -	\$ -
08/26/19	02/26/16	FNMA	WF	3136G2YB7	\$ 1,000,000	\$ 998,540	\$ -	\$ -
08/28/19	11/28/17	FHLMC	FES	3134GBY22	\$ 1,000,000	\$ 1,000,310	\$ -	\$ -
09/01/19	02/27/19	BONDS	FES	662903LA9	\$ 1,012,501	\$ 1,005,530	\$ -	\$ -
09/10/19	06/10/19	FHLMC	STF	3134GTQN6	\$ 1,000,000	\$ 1,000,580	\$ -	\$ -
09/13/19	12/17/18	CP	COM	46640QWD9	\$ 1,526,602	\$ 1,552,306	\$ -	\$ -
09/15/19	09/15/17	FHLB	LT	3130ACA38	\$ 1,000,000	\$ 1,000,550	\$ -	\$ -
09/15/19	06/14/19	CD	FNC	32112UCZ2	\$ 245,000	\$ 245,502	\$ -	\$ -
09/25/19	10/14/15	FHLB	CS	3130A6GD3	\$ 1,501,219	\$ 1,497,810	\$ -	\$ -
09/29/19	09/29/17	CD	FNC	66476QBZ0	\$ 245,000	\$ 244,451	\$ -	\$ -
09/29/19	03/29/19	CD	FNC	82669VCB5	\$ 245,000	\$ 245,345	\$ -	\$ -
09/29/19	12/29/17	FHLMC	COM	3134GB5J7	\$ 1,000,000	\$ 1,000,890	\$ -	\$ -
10/04/19	01/07/19	CP	COM	46640QX48	\$ 979,150	\$ 993,830	\$ 979,150	\$ 999,781
10/22/19	10/22/15	FFCB	COM	3133EFLA3	\$ 1,000,000	\$ 997,690	\$ 1,000,000	\$ 999,486
11/25/19	11/25/15	FNMA	CS	3136G2SU2	\$ 925,000	\$ 922,789	\$ 925,000	\$ 923,934
11/26/19	05/26/16	FNMA	CS	3136G3LV5	\$ 1,000,000	\$ 996,780	\$ 1,000,000	\$ 998,936
11/29/19	11/29/16	FNMA	LT	3135G0R96	\$ 999,667	\$ 995,530	\$ 999,667	\$ 998,557
12/20/19	12/20/16	FHLB	CS	3130AABA5	\$ 1,000,000	\$ 996,800	\$ 1,000,000	\$ 998,686
12/27/19	12/27/16	FFCB	CS	3133EG2M6	\$ 1,000,000	\$ 998,610	\$ 1,000,000	\$ 999,516
12/30/19	06/30/16	FHLB	CS	3130A8JZ7	\$ 1,000,000	\$ 995,480	\$ 1,000,000	\$ 998,202
01/09/20	01/09/17	CD	ANB	9625880	\$ 3,139,338	\$ 3,139,338	\$ 3,148,730	\$ 3,148,730
01/20/20	01/20/19	CD	TSB	12386	\$ 1,510,286	\$ 1,510,286	\$ 1,520,757	\$ 1,520,757
02/03/20	02/03/16	FFCB	CS	3133EFXM4	\$ 1,500,000	\$ 1,495,980	\$ 1,500,000	\$ 1,498,205
02/03/20	02/01/17	CD	FES	2546722S6	\$ 248,000	\$ 247,344	\$ 248,000	\$ 247,716
02/15/20	08/08/19	BONDS	FTN	463813VQ5	\$ -	\$ -	\$ 421,077	\$ 421,730
02/24/20	02/24/16	FFCB	COM	3133EFZT7	\$ 1,000,000	\$ 996,270	\$ 1,000,000	\$ 998,162
02/28/20	02/28/17	FNMA	COM	3136G4LV3	\$ 1,000,000	\$ 997,420	\$ 1,000,000	\$ 998,780
03/30/20	03/30/16	FFCB	COM	3133EFV20	\$ 1,000,000	\$ 994,510	\$ 1,000,000	\$ 998,414
03/30/20	03/30/16	FFCB	WF	3133EFV20	\$ 1,000,000	\$ 994,510	\$ 1,000,000	\$ 998,414
04/03/20	04/05/19	CD	FNC	00832KAW9	\$ 243,000	\$ 243,846	\$ 243,000	\$ 243,982
04/10/20	04/10/19	CD	IDB	440006240	\$ 1,500,000	\$ 1,500,000	\$ 1,509,910	\$ 1,509,910
04/17/20	02/07/17	FFCB	COM	3133EG4D4	\$ 2,000,000	\$ 1,996,160	\$ 2,000,000	\$ 1,998,786
05/19/20	05/19/16	FHLB	COM	3130A7VV4	\$ 1,000,000	\$ 995,590	\$ 1,000,000	\$ 997,266
06/29/20	06/29/16	FFCB	WF	3133EGHP3	\$ 1,000,000	\$ 994,030	\$ 1,000,000	\$ 996,159
06/29/20	06/29/16	FFCB	CS	3133EGHP3	\$ 1,000,000	\$ 994,030	\$ 1,000,000	\$ 996,159
07/28/20	07/28/17	CD	FNC	63861NAJ4	\$ 245,000	\$ 244,010	\$ 245,000	\$ 244,998
07/28/20	07/28/17	CD	FNC	87270LAE3	\$ 245,000	\$ 244,015	\$ 245,000	\$ 244,995
07/28/20	07/28/17	CD	LT	60050001930	\$ 1,554,132	\$ 1,554,132	\$ 1,561,390	\$ 1,561,390
07/31/20	07/31/17	CD	FNC	88283MBB9	\$ 245,000	\$ 244,135	\$ 245,000	\$ 245,098
08/03/20	08/02/17	CD	FNC	92937CFV5	\$ 245,000	\$ 244,130	\$ 245,000	\$ 245,098
08/15/20	11/15/18	BONDS	FTN	770047AN8	\$ 200,000	\$ 202,142	\$ 200,000	\$ 201,850
08/22/20	08/22/18	CD	LTB	60050005697	\$ 1,024,503	\$ 1,024,503	\$ 1,032,036	\$ 1,032,036
08/22/20	08/22/19	CD	ANB	9661513	\$ -	\$ -	\$ 1,026,051	\$ 1,026,051
08/27/20	08/27/19	CD	FNC	299547AW9	\$ -	\$ -	\$ 245,000	\$ 245,439

Maturity Date	Purchase Date	Type	Broker	CUSIP	Value at 06/30/2019		Value at 09/30/2019	
					Book	Market	Book	Market
09/01/20	09/25/19	BONDS	STF	01030LDC6	\$ -	\$ -	\$ 225,000	\$ 225,167
09/28/20	09/28/17	CD	FNC	947547JR7	\$ 245,000	\$ 244,456	\$ 245,000	\$ 245,012
10/01/20	07/18/19	BONDS	STF	728500FC8	\$ -	\$ -	\$ 425,000	\$ 425,757
10/01/20	09/04/19	BONDS	STF	656491PV3	\$ -	\$ -	\$ 250,000	\$ 250,468
10/05/20	10/05/17	CD	FNC	51506VCH4	\$ 245,000	\$ 244,138	\$ 245,000	\$ 245,007
10/29/20	10/29/18	FHLB	CF	3130AF5S2	\$ 1,000,000	\$ 1,002,980	\$ 1,000,000	\$ 1,000,737
11/20/20	11/20/17	FHLMC	FTN	3134GBW32	\$ 2,000,000	\$ 2,000,280	\$ 2,000,000	\$ 1,999,590
12/01/20	12/18/18	BONDS	FES	64966MK40	\$ 1,000,000	\$ 1,013,620	\$ 1,000,000	\$ 1,013,000
12/01/20	12/20/18	BONDS	FES	215075KD3	\$ 1,200,405	\$ 1,213,220	\$ 1,200,405	\$ 1,206,925
12/01/20	09/25/19	BONDS	STF	630412SY1	\$ -	\$ -	\$ 225,914	\$ 225,810
12/28/20	12/28/17	FHLMC	FTN	3134GB5E8	\$ 1,000,000	\$ 1,000,820	\$ 1,000,000	\$ 1,004,304
01/19/21	01/19/18	CD	LTB	60050002649	\$ 1,032,289	\$ 1,032,289	\$ 1,038,154	\$ 1,038,154
01/20/21	01/20/19	CD	TSB	12387	\$ 1,734,098	\$ 1,734,098	\$ 1,746,545	\$ 1,746,545
01/26/21	01/30/18	FHLB	LT	3130ADDR0	\$ 1,000,000	\$ 1,000,250	\$ 1,000,000	\$ 1,000,363
02/16/21	08/16/17	FNMA	FES	3136G4NR0	\$ 1,500,000	\$ 1,495,620	\$ 1,500,000	\$ 1,502,021
03/01/21	06/07/19	BONDS	STF	64966HHA1	\$ 461,124	\$ 460,975	\$ 454,083	\$ 457,424
03/15/21	09/14/17	FHLB	LT	3130AC6V1	\$ 1,000,000	\$ 999,500	\$ 1,000,000	\$ 999,594
04/01/21	09/26/19	BONDS	STF	847219AB8	\$ -	\$ -	\$ 235,000	\$ 235,089
04/13/21	04/20/16	FHLB	COM	3130A7Q81	\$ 1,000,000	\$ 993,760	\$ 1,000,000	\$ 994,049
05/28/21	08/28/17	FHLMC	WF	3134GBC75	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 999,299
06/01/21	06/14/18	BONDS	FES	150528YM3	\$ 175,492	\$ 178,313	\$ 175,492	\$ 178,222
06/01/21	08/08/19	BONDS	STF	246412ED8	\$ -	\$ -	\$ 2,054,120	\$ 2,041,780
06/30/21	06/30/16	FNMA	WF	3136G3UD5	\$ 1,000,000	\$ 996,920	\$ 1,000,000	\$ 995,068
06/30/21	06/30/16	FNMA	WF	3136G3UD5	\$ 1,000,000	\$ 996,920	\$ 1,000,000	\$ 995,068
07/01/21	02/20/19	BONDS	FES	678514BA7	\$ 1,021,160	\$ 1,022,510	\$ 1,016,928	\$ 1,017,260
07/26/21	07/26/17	CD	FNC	40434YMK0	\$ 245,000	\$ 244,716	\$ 245,000	\$ 245,186
07/28/21	07/28/17	CD	FNC	29266N5U7	\$ 245,000	\$ 243,964	\$ 245,000	\$ 245,880
07/28/21	07/28/17	CD	FNC	48126YDA8	\$ 245,000	\$ 243,978	\$ 245,000	\$ 244,985
07/28/21	07/28/17	CD	LT	60050001931	\$ 1,557,111	\$ 1,557,111	\$ 1,564,777	\$ 1,564,777
08/01/21	12/10/18	BONDS	FES	928172RZ0	\$ 746,808	\$ 748,570	\$ 511,394	\$ 519,418
08/06/21	08/07/17	CD	FNC	5840DAB7	\$ 245,000	\$ 243,944	\$ 245,000	\$ 245,892
08/15/21	11/15/18	BONDS	FTN	770047AP3	\$ 310,000	\$ 316,612	\$ 310,000	\$ 316,563
08/22/21	08/22/18	CD	LTB	60050005698	\$ 1,026,206	\$ 1,026,206	\$ 1,034,272	\$ 1,034,272
09/01/21	09/25/19	BONDS	STF	01030LDD4	\$ -	\$ -	\$ 230,000	\$ 230,545
09/09/21	09/09/19	FHLB	LT	3130AH2A0	\$ -	\$ -	\$ 1,000,000	\$ 999,743
10/01/21	07/18/19	BONDS	STF	728500FD6	\$ -	\$ -	\$ 475,000	\$ 477,266
10/06/21	10/06/17	CD	FNC	633368EL5	\$ 245,000	\$ 243,817	\$ 245,000	\$ 245,017
10/13/21	10/13/17	CD	FNC	55266CWZ5	\$ 245,000	\$ 243,795	\$ 245,000	\$ 245,978
10/13/21	10/13/17	CD	FNC	85641PDQ0	\$ 245,000	\$ 243,800	\$ 245,000	\$ 245,022
10/26/21	10/26/18	CD	FNC	64017AAN4	\$ 245,000	\$ 245,799	\$ 245,000	\$ 245,169
11/26/21	11/28/16	FHLB	FES	3130AA2K3	\$ 1,500,000	\$ 1,494,615	\$ 1,500,000	\$ 1,496,063
12/01/21	12/20/18	BONDS	FES	215075KE1	\$ 1,152,517	\$ 1,176,627	\$ 1,152,517	\$ 1,174,096
12/10/21	12/11/18	CD	FNC	33766LAE8	\$ 245,000	\$ 245,515	\$ 245,000	\$ 245,659
12/20/21	12/20/16	FHLB	CS	3130AAGR3	\$ 1,000,000	\$ 1,000,840	\$ 1,000,000	\$ 999,794
12/20/21	12/20/16	FHLB	COM	3130AAGR3	\$ 1,000,000	\$ 1,000,840	\$ 1,000,000	\$ 999,794
12/20/21	12/19/18	CD	FNC	909557JA9	\$ 245,000	\$ 246,372	\$ 245,000	\$ 245,737
01/14/22	01/14/19	CD	LTB	60050007571	\$ 1,012,556	\$ 1,012,556	\$ 1,020,283	\$ 1,020,283
01/19/22	01/19/18	CD	LTB	60050002650	\$ 1,034,476	\$ 1,034,476	\$ 1,040,746	\$ 1,040,746
01/31/22	01/31/19	CD	FNC	49254FAG1	\$ 245,000	\$ 249,998	\$ 245,000	\$ 251,978
02/01/22	02/01/17	FHLB	FES	3130AAR67	\$ 1,000,000	\$ 1,000,010	\$ 1,000,000	\$ 999,989
02/15/22	08/24/18	BONDS	FTN	088365EH0	\$ 506,771	\$ 505,880	\$ 505,643	\$ 503,940
02/15/22	01/25/19	BONDS	FES	235308QM8	\$ 6,188,176	\$ 6,234,200	\$ 6,150,980	\$ 6,206,761
03/09/22	03/09/18	CD	FNC	75272LAD8	\$ 245,000	\$ 247,271	\$ 245,000	\$ 249,640
03/14/22	03/12/18	CD	FNC	337630BM8	\$ 245,000	\$ 247,609	\$ 245,000	\$ 249,966
03/16/22	03/16/18	CD	FNC	86604XMU7	\$ 245,000	\$ 246,967	\$ 245,000	\$ 249,388
04/01/22	09/26/19	BONDS	STF	847219AC6	\$ -	\$ -	\$ 290,000	\$ 290,229
04/05/22	04/05/18	CD	FNC	30960QAA5	\$ 245,000	\$ 248,298	\$ 245,000	\$ 250,679
04/11/22	04/11/18	CD	FNC	17312QH85	\$ 245,000	\$ 248,626	\$ 245,000	\$ 250,995
04/13/22	04/13/18	CD	FNC	05580AMH4	\$ 245,000	\$ 248,631	\$ 245,000	\$ 251,007
05/01/22	04/26/18	BONDS	FES	977100CY0	\$ 534,838	\$ 546,997	\$ 534,838	\$ 549,676
05/16/22	05/15/19	CD	FNC	474067AR6	\$ 245,000	\$ 246,085	\$ 245,000	\$ 246,303

Maturity Date	Purchase Date	Type	Broker	CUSIP	Value at 06/30/2019		Value at 09/30/2019	
					Book	Market	Book	Market
05/25/22	05/03/18	FNMA	FES	3138LJZQ6	\$ 661,307	\$ 679,139	\$ 658,798	\$ 681,027
06/01/22	06/13/19	BONDS	STF	736679KX8	\$ 819,395	\$ 819,395	\$ 819,395	\$ 811,972
06/28/22	06/28/19	CD	FNC	31962PAA3	\$ 245,000	\$ 245,647	\$ 245,000	\$ 246,120
07/15/22	03/21/19	BONDS	STF	299620ES9	\$ 1,034,950	\$ 1,033,030	\$ 1,029,957	\$ 1,026,210
07/15/22	07/15/19	FHLMC	LT	3134GTA29	\$ -	\$ -	\$ 1,000,000	\$ 1,000,222
07/25/22	07/25/17	CD	FNC	20033AUY0	\$ 245,000	\$ 244,757	\$ 245,000	\$ 247,962
07/25/22	07/23/19	FNMA	STF	31381VKE4	\$ -	\$ -	\$ 1,028,924	\$ 1,032,090
07/26/22	07/26/17	CD	FNC	38148PLT2	\$ 245,000	\$ 245,113	\$ 245,000	\$ 248,293
07/26/22	07/26/17	CD	FNC	14042RGS4	\$ 245,000	\$ 244,750	\$ 245,000	\$ 247,957
07/26/22	07/26/17	CD	FNC	06740KKR7	\$ 245,000	\$ 244,750	\$ 245,000	\$ 247,957
07/28/22	08/14/17	CD	FES	86789VUK1	\$ 246,000	\$ 246,268	\$ 246,000	\$ 249,429
08/15/22	08/15/17	FHLB	FTN	3130ABX68	\$ 2,000,000	\$ 2,000,020	\$ 2,000,000	\$ 1,999,386
08/15/22	11/15/18	BONDS	FTN	770047AQ1	\$ 315,000	\$ 325,288	\$ 315,000	\$ 325,742
08/15/22	08/15/19	CD	FNC	02007GLD3	\$ -	\$ -	\$ 245,000	\$ 246,296
08/16/22	08/16/17	FHLB	COM	3130ABVQ6	\$ 2,000,000	\$ 1,999,980	\$ 2,000,000	\$ 1,998,498
08/23/22	08/23/19	CD	FNC	12556LBB1	\$ -	\$ -	\$ 245,000	\$ 245,960
08/24/22	08/24/17	FHLB	FES	3130ABWU6	\$ 1,500,000	\$ 1,509,990	\$ 1,500,000	\$ 1,518,440
09/01/22	06/12/19	BONDS	STF	593791EK8	\$ 552,445	\$ 552,705	\$ 544,953	\$ 550,795
09/01/22	09/25/19	BONDS	STF	01030LDE2	\$ -	\$ -	\$ 245,000	\$ 246,083
09/01/22	09/18/19	BONDS	VS	184423AW1	\$ -	\$ -	\$ 461,574	\$ 462,843
10/01/22	05/07/19	BONDS	STF	018340SG5	\$ 540,000	\$ 549,612	\$ 540,000	\$ 551,173
10/01/22	07/18/19	BONDS	STF	728500FE4	\$ -	\$ -	\$ 500,000	\$ 503,880
10/12/22	10/12/17	CD	FNC	62384RAB2	\$ 245,000	\$ 244,647	\$ 245,000	\$ 248,518
10/14/22	10/13/17	CD	FNC	61765QDT3	\$ 245,000	\$ 228,695	\$ 245,000	\$ 233,669
10/17/22	10/17/18	CD	FNC	90348JEG1	\$ 245,000	\$ 252,005	\$ 245,000	\$ 255,425
10/18/22	10/18/17	CD	FNC	08173QBX3	\$ 245,000	\$ 243,442	\$ 245,000	\$ 247,433
10/26/22	10/26/17	CD	FNC	12325EHX3	\$ 245,000	\$ 243,381	\$ 245,000	\$ 247,452
11/01/22	05/29/19	BONDS	COM	76926CAU8	\$ 641,604	\$ 646,411	\$ 641,604	\$ 651,237
12/01/22	08/15/18	BONDS	FES	54531FAV3	\$ 1,006,191	\$ 1,040,200	\$ 1,006,191	\$ 1,042,010
12/01/22	08/20/19	BONDS	FTN	49474E3W1	\$ -	\$ -	\$ 2,383,859	\$ 2,370,215
12/05/22	12/04/18	CD	FNC	02589AAZ5	\$ 245,000	\$ 253,143	\$ 245,000	\$ 256,924
01/12/23	01/12/18	CD	FNC	87165HUB4	\$ 245,000	\$ 246,088	\$ 245,000	\$ 250,660
01/13/23	01/14/19	CD	LTB	60050007572	\$ 1,013,225	\$ 1,013,225	\$ 1,021,368	\$ 1,021,368
01/17/23	01/17/18	CD	FNC	795450J30	\$ 245,000	\$ 246,472	\$ 245,000	\$ 251,069
01/19/23	01/19/18	CD	LTB	60050002651	\$ 1,035,936	\$ 1,035,936	\$ 1,042,478	\$ 1,042,478
01/27/23	01/26/18	CD	FNC	20368MAF2	\$ 245,000	\$ 244,946	\$ 245,000	\$ 245,037
02/01/23	08/01/18	BONDS	FES	373384L38	\$ 203,556	\$ 210,060	\$ 203,111	\$ 210,472
02/15/23	08/24/18	BONDS	FTN	088365EJ6	\$ 914,928	\$ 911,754	\$ 913,062	\$ 907,668
04/01/23	08/15/18	BONDS	FES	20772G5N4	\$ 1,023,376	\$ 1,020,150	\$ 1,023,376	\$ 1,014,270
04/01/23	01/30/19	BONDS	FES	03588E4K6	\$ 2,563,311	\$ 2,560,675	\$ 2,563,311	\$ 2,542,550
04/01/23	03/15/19	BONDS	FTN	59465MV51	\$ 493,066	\$ 504,005	\$ 493,066	\$ 506,485
04/01/23	09/26/19	BONDS	STF	847219AD4	\$ -	\$ -	\$ 300,000	\$ 300,336
04/28/23	04/30/18	CD	FNC	91435LAB3	\$ 245,000	\$ 249,457	\$ 245,000	\$ 254,886
05/15/23	07/17/18	BONDS	FES	544445BC2	\$ 248,062	\$ 255,930	\$ 248,062	\$ 256,593
05/30/23	05/30/18	CD	FNC	066519FL8	\$ 245,000	\$ 245,316	\$ 245,000	\$ 245,473
06/01/23	06/01/18	BONDS	FES	010831DQ5	\$ 480,000	\$ 497,616	\$ 480,000	\$ 499,450
06/01/23	06/14/18	BONDS	FES	150528YP6	\$ 305,000	\$ 316,846	\$ 305,000	\$ 317,975
06/01/23	06/07/18	BONDS	FES	5176968J2	\$ 711,295	\$ 742,348	\$ 711,295	\$ 744,698
06/01/23	07/15/19	BONDS	COM	20281PGL0	\$ -	\$ -	\$ 910,966	\$ 912,311
06/30/23	08/30/18	CD	FNC	45581EAX9	\$ 245,000	\$ 251,985	\$ 245,000	\$ 257,958
07/01/23	07/20/18	BONDS	FES	416415HH3	\$ 141,154	\$ 149,436	\$ 141,026	\$ 149,771
07/15/23	08/13/18	BONDS	FES	64972HN81	\$ 1,000,387	\$ 1,029,220	\$ 1,000,344	\$ 1,030,590
07/15/23	11/13/18	BONDS	FES	299620ET7	\$ 414,555	\$ 413,584	\$ 412,938	\$ 410,880
08/01/23	02/22/19	BONDS	FES	796839BP2	\$ 2,003,332	\$ 2,024,703	\$ 1,758,752	\$ 1,808,067
08/01/23	03/12/19	BONDS	FES	796237VL6	\$ 2,063,380	\$ 2,063,740	\$ 2,056,338	\$ 2,049,140
08/15/23	11/15/18	BONDS	FTN	770047AR9	\$ 330,000	\$ 344,546	\$ 330,000	\$ 345,939
08/15/23	08/22/19	BONDS	FTN	77924PAB1	\$ -	\$ -	\$ 475,000	\$ 480,235
08/22/23	08/22/18	CD	LTB	60050005699	\$ 1,028,511	\$ 1,028,511	\$ 1,037,298	\$ 1,037,298
09/01/23	09/25/19	BONDS	STF	01030LDF9	\$ -	\$ -	\$ 660,000	\$ 664,343
10/01/23	07/18/19	BONDS	STF	728500FF1	\$ -	\$ -	\$ 213,540	\$ 215,374
10/01/23	07/25/19	BONDS	STF	810227AR9	\$ -	\$ -	\$ 560,000	\$ 566,871

Maturity Date	Purchase Date	Type	Broker	CUSIP	Value at 06/30/2019		Value at 09/30/2019	
					Book	Market	Book	Market
10/01/23	09/04/19	BONDS	STF	656491PY7	\$ -	\$ -	\$ 485,000	\$ 489,986
11/01/23	05/09/19	BONDS	STF	76926CAV6	\$ 764,750	\$ 777,716	\$ 764,750	\$ 786,927
11/01/23	05/17/19	BONDS	STF	646108PX2	\$ 632,131	\$ 642,903	\$ 632,131	\$ 648,906
11/08/23	11/08/18	CD	FNC	61760ARS0	\$ 245,000	\$ 253,936	\$ 245,000	\$ 260,594
11/15/23	08/23/19	BONDS	STF	107889SH1	\$ -	\$ -	\$ 291,473	\$ 286,839
11/28/23	11/28/18	CD	FNC	67054NAN3	\$ 245,000	\$ 254,741	\$ 245,000	\$ 261,503
12/01/23	12/10/18	BONDS	FES	837151RW1	\$ 433,723	\$ 456,085	\$ 433,723	\$ 251,465
12/01/23	01/31/19	BONDS	FES	407288WR6	\$ 2,209,591	\$ 2,195,122	\$ 2,209,591	\$ 2,173,716
12/01/23	03/11/19	BONDS	FES	54473ERV8	\$ 1,028,458	\$ 1,058,760	\$ 1,028,458	\$ 1,064,340
12/01/23	05/29/19	BONDS	COM	452674AH7	\$ 401,976	\$ 407,292	\$ 401,976	\$ 409,996
12/01/23	06/07/19	BONDS	STF	924214FT1	\$ 547,230	\$ 547,440	\$ 547,230	\$ 547,220
01/12/24	01/14/19	CD	LTB	60050007573	\$ 1,013,769	\$ 1,013,769	\$ 1,022,250	\$ 1,022,250
02/01/24	02/22/19	BONDS	FES	443730FT8	\$ 1,789,650	\$ 1,744,452	\$ 1,765,756	\$ 1,743,369
02/15/24	05/20/19	BONDS	STF	265138HS9	\$ 1,055,530	\$ 1,071,510	\$ 1,049,977	\$ 1,073,630
02/15/24	09/03/19	BONDS	COM	088365EK3	\$ -	\$ -	\$ 683,964	\$ 681,075
03/01/24	09/10/19	BONDS	BG	4423315T7	\$ -	\$ -	\$ 1,002,130	\$ 997,450
03/01/24	09/10/19	BONDS	VS	4423315T7	\$ -	\$ -	\$ 1,002,130	\$ 997,450
03/15/24	03/13/19	BONDS	FES	20772GE61	\$ 1,105,600	\$ 1,140,130	\$ 1,095,040	\$ 1,150,740
03/28/24	09/30/19	CD	FNC	83172HEW6	\$ -	\$ -	\$ 245,000	\$ 245,081
04/01/24	09/26/19	BONDS	STF	847219AE2	\$ -	\$ -	\$ 305,000	\$ 305,244
04/03/24	04/03/19	FHLMC	FTN	3134GTET6	\$ 1,000,000	\$ 1,001,010	\$ 1,000,000	\$ 1,000,000
04/10/24	04/10/19	CD	FNC	949763ZA7	\$ 245,000	\$ 246,754	\$ 245,000	\$ 253,781
04/15/24	04/15/19	CD	FNC	828373FQ8	\$ 245,000	\$ 245,622	\$ 245,000	\$ 245,103
04/24/24	04/24/19	FHLMC	FTN	3134GTHY2	\$ 1,000,000	\$ 1,004,300	\$ 1,000,000	\$ 1,005,772
04/26/24	04/26/19	CD	FNC	33742CAH0	\$ 245,000	\$ 245,693	\$ 245,000	\$ 245,179
04/29/24	04/29/19	CD	FNC	48040PEP6	\$ 245,000	\$ 245,546	\$ 245,000	\$ 245,162
05/01/24	09/03/19	BONDS	COM	97705LA64	\$ -	\$ -	\$ 522,310	\$ 518,675
05/31/24	05/31/19	CD	FNC	PER200LZ0	\$ 200,000	\$ 203,302	\$ 200,000	\$ 203,153
06/01/24	07/19/19	BONDS	STF	639064RP1	\$ -	\$ -	\$ 1,098,200	\$ 1,097,200
06/14/24	06/14/19	CD	FNC	033034AF6	\$ 245,000	\$ 245,255	\$ 245,000	\$ 245,230
06/19/24	06/19/19	CD	FNC	856285QG9	\$ 245,000	\$ 245,385	\$ 245,000	\$ 245,461
06/28/24	06/28/19	CD	FNC	49228XAC4	\$ 245,000	\$ 243,736	\$ 245,000	\$ 245,409
07/01/24	08/27/19	BONDS	STF	829596NX9	\$ -	\$ -	\$ 925,485	\$ 913,439
07/15/24	08/08/19	BONDS	STF	890125WX1	\$ -	\$ -	\$ 2,455,755	\$ 2,442,499
07/16/24	07/16/19	FHLMC	FTN	3134GTE90	\$ -	\$ -	\$ 1,000,000	\$ 1,001,847
08/01/24	08/01/19	BONDS	STF	64971WVC1	\$ -	\$ -	\$ 2,064,780	\$ 2,090,080
08/01/24	08/23/19	BONDS	STF	551537AD5	\$ -	\$ -	\$ 378,860	\$ 375,995
08/14/24	08/14/19	CD	FNC	14042TBT3	\$ -	\$ -	\$ 245,000	\$ 246,847
08/15/24	09/03/19	BONDS	COM	8398562C4	\$ -	\$ -	\$ 428,045	\$ 422,812
09/01/24	09/12/19	BONDS	VS	73474TAB6	\$ -	\$ -	\$ 747,237	\$ 741,103
09/01/24	09/25/19	BONDS	STF	01030LDG7	\$ -	\$ -	\$ 675,000	\$ 680,272
09/06/24	09/06/19	CD	FNC	05581WZ40	\$ -	\$ -	\$ 245,000	\$ 245,127
09/13/24	09/13/19	FHLMC	STF	3134GUAP5	\$ -	\$ -	\$ 1,000,000	\$ 1,001,447
					\$ 140,649,376	\$ 141,097,813	\$ 148,899,696	\$ 149,348,203

Agencies	\$ 56,586,319	\$ 56,537,238	\$ 46,612,388	\$ 46,621,866
Municipal Bonds	\$ 44,193,414	\$ 44,577,859	\$ 65,284,112	\$ 65,535,577
Commercial Paper	\$ 3,486,785	\$ 3,545,214	\$ 979,150	\$ 999,781
Certificates of Deposit	\$ 36,382,857	\$ 36,437,502	\$ 36,024,046	\$ 36,190,979

ANB	American National Bank	FTN	FTN Financial
BG	The Baker Group	IDB	Independent Bank
CF	Cantor Fitzgerald	LT	Ladenburg Thalmann & Co.
COB	Comerica Bank	LTB	Legacy Texas Bank
COM	Comerica Securities	STF	Stifel
CS	Coastal Securities	TSB	Texas Security Bank
FES	First Empire Securities	VS	Vining Sparks
FNC	Financial Northeastern	WF	Wells Fargo

Note: Addition differences due to rounding.

CITY OF ALLEN

Quarterly Investment Report

July 1, 2019 through September 30, 2019

We certify that the information presented in the attached quarterly investment report for the period ending September 30, 2019 is correct to the best of our knowledge. We further certify that the investments are in compliance with (a) the investment strategy contained in the City's investment policy and (b) the relevant provisions in the Public Funds Investment Act.

(signature on executed copy)
Eric Cannon, Chief Financial Officer

(signature on executed copy)
Steven Glickman, Assistant Chief Financial Officer

(signature on executed copy)
Martin Clarke, Controller

(signature on executed copy)
Tru Nguyen, Senior Accountant II

DEFINITION OF TERMS

Treasury Bill - A short-term, non-interest-bearing promissory note sold to investors at a discount by the U.S. government to finance its debt.

Treasury Bond Strip - Treasury bond which has been stripped of its coupons. It pays interest only at maturity.

Federal Agricultural Mortgage (Farmer Mac) – Created by Congress to improve the availability of mortgage credit to America's farmers, ranchers and rural homeowners, businesses and communities.

Federal Home Loan Mortgage (Freddie Mac) - A shareholder owned government sponsored enterprise established by Congress to provide a continuous flow of funds to mortgage lenders through the purchase of mortgage loans. To finance its mortgage purchase activities, Freddie Mac offers and sells its securities to investors directly and through selected dealers, underwriters and underwriting syndicates.

Federal National Mortgage Assoc. (Fannie Mae) - A shareholder owned corporation that is now regulated by an office within the Department of Housing and Urban Development. Fannie Mae purchases residential mortgage loans from primary lenders, thereby replenishing those institutions' supply of mortgage funds. To finance its loan purchases, Fannie Mae issues securities which are sold through select dealers and dealer banks.

Federal Home Loan Bank - Is comprised of the 12 Federal Home Loan Banks and the Office of Finance under the supervision of the Federal Housing Finance Board, an independent agency in the executive branch of the U.S. Government. The primary function of the Bank System is to serve the public with the purpose of enhancing the availability of residential mortgage credit by providing a readily available, low cost source of funds to its member institutions.

Farm Credit - Is a nationwide system of lending institutions which provides credit and related services to farmers, ranchers, producers and harvesters of aquatic products, rural homeowners, certain farm-related businesses, agricultural and aquatic cooperatives, rural utilities and to certain foreign or domestic entities in connection with international transactions.

Purchase Price - The amount paid for an investment.

Par Amount - The face value of an investment or the amount that will be paid if the investment is held to maturity.

Book Value - The purchase price of an investment plus interest which has accrued to a certain point in time.

Market Value - The face or par value of an investment multiplied by the premium or discount quoted on the valuation date.