AGENDA
Irving City Council Regular Meeting
Thursday, February 28, 2019 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation
Pastor Ron Eley, Memorial Baptist Church

Pledge of Allegiance

Proclamations and Special Recognitions

Citizens' Forum

Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Public Hearing: Items 1 through 32

CITY COUNCIL AGENDA

1 City Operations Update

CONSENT AGENDA

2 Approving Work Session Minutes for Wednesday, February 13, 2019

3 Approving Regular Meeting Minutes for Thursday, February 14, 2019

This meeting can be adjourned and reconvened, if necessary, the following regular business day.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 551.087 of the Texas Government Code.

This facility is physically accessible and parking spaces for the disabled are available. Accommodations for people with disabilities are available upon request. Requests for accommodations must be made 48 hours prior to the meeting. Contact the City Secretary’s Office at 972-721-2493 or Relay Texas at 7-1-1 or 1-800-735-2988.
Resolution - Approving Submission of a FY2019 NCS-X Implementation Assistance Program Grant Application to the Office of the Governor, Criminal Justice Division, for Funding in the Amount of $54,075.00 for Conversion to the National Incident-Based Reporting System (NIBRS) and Designating the Mayor as the Authorized Official to Apply For, Accept, Reject, Alter, or Terminate the Grant on Behalf of the City

Administrative Comments

1. This item is recommended by the Police Department. It supports Strategic Goal No. 4.1: Safeguard public safety, security and health.
2. Impact: The approval of this grant application will cover costs associated with upgrading the technology infrastructure as we change from the Uniform Crime Reporting (UCR) platform to the National Incident Based System (NIBRS) platform.
3. The grant is a one-time award of $54,075.00.
4. No funding is required.

Recommendation

The resolution be approved.

Resolution - Formation and Appointment of Members to Serve on the City of Irving Census 2020 Complete Count Committee

Administrative Comments

1. This item is recommended by the Planning and Community Department. This item supports Strategic Objective 5.1 – Actively engage and communicate with the community.
2. Impact: Approval of this resolution will result in formation and appointment of a community based volunteer committee to provide outreach and marketing of the 2020 Census to maximize resident participation within the community.
3. The City Council received briefings on this item at their work sessions on July 18, 2018 and January 30, 2019.
4. A Complete Count Committee is a volunteer committee comprised of representatives from business, government, community-based and faith-based organizations, educators, media and others to increase awareness about the upcoming Census and motivate residents to participate.
5. The City Council is to appoint a committee comprised of volunteers primarily from
the following community pool:

- All three (3) Independent School Districts
- Local media (radio, TV, etc.)
- Apartment Association
- Both Chambers of Commerce
- Faith-based communities
- Community organizations (local non-profits, fraternal organizations, ethnic organizations, etc.)
- Neighborhood Associations
- Major employers

6. Committee activities will include attending monthly strategy meetings, participating in public outreach events, distributing Census information and educating the public about the Census, especially the traditionally undercounted segment of the population.

7. The committee will be supported by staff coordinator Troy Wynne in the Planning and Community Development Department with assistance from other city staff. Training assistance will also be available from the regional Census Bureau team.

8. Funding in the amount of $50,000.00 is available in Planning and Community Development Budget of the General Fund to assist with the training and outreach efforts.

9. The term of service of all members shall be effective upon appointment and shall continue until June 1, 2020, or earlier at the discretion of the mayor.

**Recommendation**

The resolution be approved.

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6 Resolution - Approving a Professional Services Agreement Between the City of Irving and Pacheco Koch Consulting Engineers, Inc., in the amount of $1,036,883.00, for the MacArthur Boulevard (Metker St. to Byron Nelson Way) Street Improvements Project

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.3 – Maintain the major thoroughfare network.

2. **Impact:** This project is a Road to the Future Project. This consulting contract will design the roadway reconstruction of MacArthur Boulevard from Metker Street to Byron Nelson Way.
3. **This item was discussed at the January 30, 2019 Transportation and Natural Resources Committee Meeting.**

4. MacArthur Blvd. is proposed to remain a four-lane divided roadway from Metker Street to Northgate Drive. It is also proposed to remain a six-lane divided roadway from Northgate Drive to Byron Nelson Way.

5. Requests for qualifications were solicited for the design project. Purchasing assigned RFQ#170D-18F for tracking purposes. Qualifications were received from 14 firms. Four were chosen to be interviewed. Pacheco Koch Consulting Engineers Inc. was determined to be the most highly qualified provider for design of the work solicited. Council approved and Authority to Negotiate on December 13, 2018 by RES-2018-455.

6. The Capital Improvement Program Department recommends selecting Pacheco Koch Consulting Engineers, Inc. for the following reasons:
   - They have a proven record with the City of Irving for the design of roadway paving and large diameter utility projects;
   - Their team did an exceptional job identifying several project opportunities;
   - They have recognized constraints with the existing right-of-way and flood plain conditions;
   - They possess exceptional experience in regard to paving, water and wastewater mains, drainage, structure, traffic control, and construction phasing; and
   - Pacheco Koch Consulting Engineers, Inc. has a strong reputation for performing this type of work.

7. Construction is anticipated to be funded within year four (FY20-21) of the Road to the Future Improvements Budget. The construction budget has been estimated at $11.6 million.

8. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%

9. Funding in the amount of $864,760.42 is available within the Street Improvement Bond Fund; funding in the amount of $149,311.15 is available within the Water Improvement Bond Fund; and funding in the amount of $22,811.43 is available within the Sanitary Sewer Bond Fund.

**Recommendation**

The resolution be approved.
Resolution - Awarding a Contract to Northstar Construction, LLC, in the Amount of $3,654,094.00 for the Rock Island Road Bike and Pedestrian Facility Project

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program. It supports Strategic Objective 4.5 – Implement enhancements to cultural and recreational facilities.

2. **Impact:** This project will add 2.4 miles of pedestrian trail from Irby Road west to the West Irving Trinity Railway Express Station (TRE). It will provide a major east-west pedestrian route from west Irving to downtown and be one of Irving's segments in the Ft. Worth to Dallas trail system. The project will also satisfy the environmental impact of the elevated TRE rail line project.

3. **This item was presented to the Transportation and Natural Resources Committee on August 1, 2018 and again on January 30, 2019. It was also presented to the Parks and Recreation Board on August 13, 2018.**

4. The project is partially funded through a $1.8 million dollar grant from the Transportation Enhancement Program and $1.2 million dollar grant from the Congestion Mitigation Air Quality Improvement Program. These are reimbursable, Federal funded programs and administered through the Texas Department of Transportation. The remaining amount of $654,094.00 will be funded by the City of Irving.

5. Bids were received from 4 bidders. Northstar Construction, LLC, submitted the lowest responsive responsible base bid of $2,907,777.00.

6. It is recommended to award Alternate Bid item 1 ($746,317.00) for the pedestrian lighting of the trail. Inclusion of Alternate Bid item 1 will bring the total recommended award to $3,654,094.00, which would be $559,728.00 (13%) below the overall project estimate of $4,213,822.00

7. Minority- and/or Women-owned Business (M/WBE) participation in this award is 6%.

8. Funding in the amount of $3,000,000.00 is available in the Non-Bond CIP Fund and funding in the amount of $654,094.00 is available in the Park Improvement Bond Fund.

**Recommendation**

The resolution be approved.
Resolution - Authorizing an Award to Weatherproofing Services, in the Total Estimated Amount of $237,554.00 for the Former Central Library Exterior Waterproofing and Window Sealing Project, through the Choice Partners Purchasing Cooperative, a Division of Harris County Department of Education

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.5 – Support Strategic Investments in City Facilities.

2. Impact: This project consists of exterior waterproofing and window sealing at the former Central Library to prevent infiltration of water which is causing damage to the facility. This will assist with avoiding costly structure repairs and unsafe conditions.

3. This item will be discussed at the February 27, 2019 Transportation and Natural Resources Committee.

4. This project utilizes Choice Partners Cooperative Contract #17/038CG-16, which expires on October 17, 2019.

5. Repairs to the existing Exterior Insulation Finish System are necessary on the east side exterior wall. Water infiltration to the wall system has caused deterioration.

6. The structure will be inspected for cracks, crevices and expansion joints in need of repair to prevent water penetration.

7. The entire exterior façade will be sealed with a colored, acrylic, waterproof coating. All exterior windows of the facility will have existing window seals removed and reapplied with a silicon and urethane sealant to repair moisture intrusion at the windows.

8. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%.

9. Funding in the amount of $237,554.00 is available within the City Building Improvement Bond Fund.

Recommendation
The resolution be approved.
9 Resolution - Approving an Agreement with the Irving Convention Center for the Transportation Investment Summit to be Held on September 12-13, 2019, in the Total Estimated Amount of $60,000.00

Administrative Comments

1. This item is recommended by the Traffic and Transportation Department.

2. Impact: This Agreement will provide a location to host the Transportation Investment Summit to be held on September 12-13, 2019.

3. This item will be discussed at the Transportation and Natural Resources Committee on February 27, 2019.

4. Funding in the amount of $60,000.00 is available in the Traffic and Transportation budget within the General Fund.

Recommendation

The resolution be approved.

10 Resolution - Approving an Interlocal Agreement Between the Dallas County Community College District (DCCCD) and the City of Irving for the Purpose of Providing a Venue at the DART Station - North Lake College Station Park and Ride Located at 1770 West Walnut Hill Lane, for the City of Irving’s 8th Annual Bicycle Fest to be Held on Saturday, April 13, 2019

Administrative Comments

1. This item is recommended by the Traffic and Transportation Department.

2. Impact: This agreement between the Dallas County Community College District (DCCCD) and the City of Irving will provide a venue at North Lake College located at 1770 West Walnut Hill Lane, for the 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019. Irving’s annual event is designed to educate the public about bicycle safety.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. No funding is required.

Recommendation

The resolution be approved.
Resolution - Approving a Parking License and Access Agreement Between the Dallas Area Rapid Transit ("DART") and the City of Irving for the Purpose of Providing a Venue at the DART Station - North Lake College Station Park and Ride Located at 1770 West Walnut Hill Lane, for the City of Irving’s 8th Annual Bicycle Fest to be Held on Saturday, April 13, 2019

Administrative Comments

1. This item is recommended by the Traffic and Transportation Department.

2. Impact: This agreement between the Dallas Area Rapid Transit (DART) and the City of Irving will provide a venue at North Lake College located at the DART Station - North Lake College Station Park and Ride located at 1770 West Walnut Hill Lane, for the 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019. Irving’s annual event is designed to educate the public about bicycle safety.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. Funding in the amount of $10 is available in the Traffic and Transportation budget within the General Fund.

Recommendation

The resolution be approved.

Resolution - Amending the Agreement with Paymentus Corporation to Extend the Renewal Term for an Estimated Annual Amount of $850,000.00 for Water Utility On-Line Services

Administrative Comments

1. This item is recommended by the Water Utilities Department. It supports Strategic Objective 1.1 – Contain costs and increase operational efficiency.

2. Impact: The agreement with Paymentus allows customers to make web payments on a secure, hosted web portal or pay by telephone using credit card, debit card or eChecks.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. The web payment services provided by Paymentus started on May 23, 2016 and the current agreement runs through April 30, 2020.

5. The resolution amends the agreement to extend the renewal term through May 1, 2022, after which the agreement will automatically renew for a period of one (1) year unless either party provides the other party with not less than thirty (30) days
prior written notice of intent not to renew.

6. The amendment also waives the fee for Paymentus to perform a single sign-on (SSO) integration supporting the City of Irving’s project with Systems & Software and Capricorn’s Citizen Web Portal.

7. The City pays transaction fees for all payments made through web or IVR (phone) systems at the following rates:

<table>
<thead>
<tr>
<th>Credit Card payments</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Cards: 1.55% + $0.15 per item</td>
<td>2019-20</td>
</tr>
<tr>
<td>Mid Qualified Cards: 2.35% + $0.15 per item</td>
<td>2020-21</td>
</tr>
<tr>
<td>Non Qualified Cards: 2.85% + $0.15 per item</td>
<td>2021-22</td>
</tr>
<tr>
<td>Debit Card payments</td>
<td></td>
</tr>
<tr>
<td>Qualified Cards: 0.35% + $0.45 per item</td>
<td></td>
</tr>
<tr>
<td>Mid Qualified Cards: 1.50% + $0.45 per item</td>
<td></td>
</tr>
<tr>
<td>Non Qualified Cards: 2.20% + $0.45 per item</td>
<td></td>
</tr>
<tr>
<td>eCheck Payments</td>
<td>$0.65 per transaction</td>
</tr>
</tbody>
</table>

8. Funding for Fiscal Years 2019-20, 2020-21, and 2021-22 are subject to budget appropriation in the Water Utilities Department budget within the Water and Sewer System Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paymentus Corporation</td>
<td>10/1/19 – 4/30/22</td>
<td>$850,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$850,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$496,000.00</td>
<td>2021-22</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$2,196,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Bids of Edko, LLC in the Total Estimated Amount of $26,800.00, and TruGreen Lawncare in the Total Estimated Amount of $65,200.00 for Chemical Weed & Pest Control for Park Areas and Drainage Channels

Administrative Comments

1. This item is recommended by the Parks & Recreation Department.

2. **Impact**: This contract provides for essential professionally licensed pesticide and herbicide application services for city parks, athletic fields and drainage channels. There are currently no departmental positions authorized and funded to provide such services.

3. This award establishes an annual contract for the continuation of providing chemical weed and pest control for park areas and drainage channels. The contract is subject to two, two-year renewal options.

4. A contingency amount of $30,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen chemical treatment application needs that may be necessary during the contract term.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Section</th>
<th>Contract Term</th>
<th>FY 2018-19 Estimated Expenditure</th>
<th>FY 2019-20 Estimated Expenditure</th>
<th>Total Estimated Annual Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edko, LLC</td>
<td>I. Drainage Channels</td>
<td>3/1/19 – 2/29/20</td>
<td>$19,900.00</td>
<td>$ 6,900.00</td>
<td>$26,800.00</td>
</tr>
<tr>
<td>TruGreen Lawncare</td>
<td>II. Park Areas</td>
<td></td>
<td>$40,300.00</td>
<td>$24,900.00</td>
<td>$65,200.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$60,200.00</strong></td>
<td><strong>$31,800.00</strong></td>
<td><strong>$92,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Bid of SLM Landscaping & Maintenance in the Total Estimated Amount of $259,972.22 for Mowing & Litter Control on City Rights of Way and Public Properties

Administrative Comments

1. This item is recommended by the Parks & Recreation Department.

2. Impact: Mowing and litter control services help to enhance the visual impression of the city by maintaining city rights of way and acquired city properties.

3. This award establishes an annual contract for the continuation of providing mowing and litter control services on city rights of way and public properties. The contract is subject to two, two-year renewal options.

4. A contingency amount of $30,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen maintenance needs for properties not specifically identified in the specifications.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLM Landscape &amp; Maintenance</td>
<td>3/1/19 – 2/29/20</td>
<td>$201,086.96</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$58,885.26</td>
<td>2019-20</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$259,972.22</strong></td>
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</tbody>
</table>

Recommendation

The resolution be approved.

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Resolution - Approving and Accepting the Bid of Texoma Web Offset Printing LLC, in the Total Estimated Amount of $87,900.00 for Printing of Resident Newsletter

Administrative Comments

1. This item is recommended by the Communications Department.

2. Impact: Printing and distribution of the City Spectrum ensures that city information and events are communicated to residents in a timely manner.

3. This award establishes an annual contract for the continuation of printing the resident newsletter. The contract is subject to two, one-year renewal options.

4. Funding for Fiscal Year 2018-19 is available in the Communications Department budget within the General Fund while funding for Fiscal Year 2019-20 is subject to budget appropriation.
5. Because the annual contract runs from March 2019 to February of 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year's additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texoma Web Offset Printing LLC</td>
<td>3/1/19 – 02/29/20</td>
<td>$46,780.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$41,120.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$87,900.00</strong></td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.

16. **Resolution - Renewing the Contract with Cowtown Redi-Mix Concrete in the Total Estimated Amount of $362,880.00 for Redi-Mix Concrete**

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department – Streets Division.

2. **Impact:** This service contract will be utilized as part of the Road to the Future Program. Redi-mix concrete is utilized to maintain and enhance mobility for the safe and effective transit of motorists and pedestrians throughout the City of Irving. This contract will provide the necessary resources to expedite repair of damaged existing roadways and sidewalks and other locations in need of concrete repair.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. This renewal establishes the continuation of a contract to provide redi-mix concrete. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal option. The current contract expires on February 28, 2019.

5. Funding for the Fiscal Year 2018-19 is available in the Traffic and Transportation Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available
to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cowtown Redi-Mix Concrete</td>
<td>3/1/19 – 2/29/20</td>
<td>$211,680.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$151,200.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$362,880.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

17 Resolution - Renewing the Contract with F & F Concrete LLC, in an Amount Not To Exceed $1,100,000.00 for an Annual Contract to Provide Concrete Repair

**Administrative Comments**

1. This item is recommended by the Traffic and Transportation Department – Streets Division.

2. **Impact:** This service contract will be utilized as part of the Road to the Future Program. This contract will supplement the Streets Operations staff in the as-needed concrete repair and maintenance of sidewalks, utility cuts, streets and alleys required for structural integrity and to enhance safety for citizens and motorists.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. This renewal establishes the continuation of a contract to provide concrete repair services. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal options. The current contract expires February 28, 2019.

5. Funding for Fiscal Year 2018-19 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F&amp;F Concrete LLC</td>
<td>3/1/2019 – 2/29/20</td>
<td>$700,000.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$400,000.00</td>
<td>2019-20</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT NOT TO EXCEED** $1,100,000.00

**Recommendation**

The resolution be approved.

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18 **Resolution - Renewing the Contract with Crafo Inc., in the Total Estimated Amount of $67,548.00 for Crack Sealing Compound & Asphalt Cold Patch Materials**

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department – Streets Division.

2. **Impact: This contract supports the Road to the Future program.** Crack Sealing Compound and Asphalt Cold Patch are utilized by the Streets Division to maintain and enhance mobility for the safe and effective transit of motorist throughout the City of Irving. The award of this contract will provide the necessary resource to expedite repair of damaged existing roadways.

3. **This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.**

4. This renewal establishes the continuation of an annual contract to provide crack sealing compound and asphalt cold patch materials on an as-needed basis. The original contract was awarded on the basis of competitive bids. This is the first of two one-year renewal options. The current contract term expires on March 31, 2019.

5. Due to significant increases in the cost of raw materials used in the manufacturing of crack sealing compound, a price increase was granted in the total estimated amount of $8,398.00 for that item. Streets is agreeable as the requested increase has been properly documented per the terms of the contract.

6. Funding for Fiscal Year 2018-19 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crafco, Inc.</td>
<td>4/1/19 – 3/31/20</td>
<td>$33,774.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$33,774.00</td>
<td>2019-20</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$67,548.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

19  Resolution - Renewing the Contract with Parkscape Construction Specialties, Inc., in an Annual Amount Not to Exceed $175,000.00 for Masonry and Stonework

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program (CIP) and Parks & Recreation departments.

2. **Impact:** Masonry and stonework repairs help to improve the visual image of the city and the benefits of providing this work through an annual contract are both time and cost effective.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. CIP manages many small and large construction projects throughout the year. This contract will allow staff to quickly respond to the masonry and/or stonework needs of each project. Additionally, an annual contract for this work will allow Parks & Recreation to efficiently improve park areas with deteriorating stone, rock and masonry structures by allowing these services to be secured in a timely manner when damage requires immediate attention.

5. This renewal establishes the continuation of a contract to provide masonry and stonework services on an as-needed basis including installation of and repairs to stone veneer walls, monument walls, retaining walls, and planting borders. This is the second and final two-year renewal option. The current contract expires on March 31, 2019.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.
6. Because this contract runs from April 2019 through March 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or another as long as there are budget funds available to accommodate that year's additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkscape Construction Specialties, Inc.</td>
<td>4/1/19 – 3/31/21</td>
<td>$ 87,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$175,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 87,500.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL NOT TO EXCEED AMOUNT</strong></td>
<td><strong>$350,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**20 Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Mart, Inc., and Authorizing Expenditures in the Total Estimated Amount of $450,000.00 for Minor Construction, Repair, and Renovation Services through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center**

**Administrative Comments**

1. This item is recommended by the Capital Improvements Program and Parks & Recreation departments, and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Mart, Inc., for utilization of TIPS Contract No. 170201 which expires on April 26, 2020, will allow the city to obtain trades, labor and materials services for the purpose of construction, renovation and facility repairs under the best possible terms and conditions for the city.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. Approval of this contract supports as-needed small construction projects, minor remodeling, and emergency response situations. This allows these projects to be handled in a timely and cost effective manner during heavy work load periods for Building Services, keeping service levels high. In addition, this contract will ensure that Parks & Recreation facilities are repaired in a timely, efficient, and cost effective manner for our residents.
5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this contract runs from March 2019 through April 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mart, Inc.</td>
<td>3/1/19 – 4/26/20</td>
<td>$262,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$187,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$450,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

**Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Heritage One Roofing, Inc., and Authorizing As-Needed Expenditures in the Estimated Annual Amount of $200,000.00 for Roofing Repairs and Replacement through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center**

**Administrative Comments**

1. This item is recommended by the Capital Improvements Program (CIP) and Parks & Recreation departments and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Heritage One Roofing, Inc., for utilization of TIPS Contract No. 180702 which expires on September 30, 2020, will allow the city to obtain roofing services under the best possible terms and conditions for the city.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. This contract provides for roofing repairs and replacement on an as-needed basis. The CIP and Parks & Recreation departments maintain roof systems at more than 60 facilities that may require the services of this agreement.
5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this contract runs from March 2019 through September 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year's additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage One Roofing, Inc.</td>
<td>3/1/19 – 9/30/20</td>
<td>$116,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$316,500.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

22 Resolution - Approving and Accepting the Bid of Standard Utility Construction, Inc., in the Total Estimated Amount of $429,807.76 for Freeway & Street Lighting Maintenance and On-Call Services

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department.

2. **Impact**: This maintenance and on-call services contract will provide monthly maintenance and as-needed emergency services for the freeway and street lighting systems within the City of Irving.

3. **This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.**

4. This award establishes an annual contract for the continuation of providing freeway and street lighting maintenance and on-call services. This contract is subject to two one-year renewal options.

5. MWBE participation in this award is 100%.

6. Funding for Fiscal Year 2018-19 is available in the Traffic and Transportation Department budget within the General Fund and the Street Improvement Bond Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

7. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be
spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Description</th>
<th>FY 2018-19 Estimated Amount</th>
<th>FY 2019-20 Estimated Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Utility</td>
<td>3/1/19 – 2/29/20</td>
<td>Maintenance</td>
<td>$ 87,058.72</td>
<td>$ 62,184.80</td>
<td>$149,243.52</td>
</tr>
<tr>
<td>Construction, Inc.</td>
<td></td>
<td>On-Call Services</td>
<td>$163,662.47</td>
<td>$116,901.77</td>
<td>$280,564.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$250,721.19</td>
<td>$179,086.57</td>
<td>$429,807.76</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

**Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and SHI Government Solutions, Inc., in an Amount Not to Exceed $300,000.00 for As-Needed Purchases of Hardware, Hardware Components, Backup Supplies, and Software Licensing, Support, and Subscription Renewals through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)**

**Administrative Comments**

1. This item is recommended by the Information Technology Department.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and SHI Government Solutions, Inc., for utilization of BuyBoard Contract No. 579-19 for Technology Equipment and Supplies, Software, Telecommunications Products and Asset Disposal and Recovery, will allow the city to procure these items on an as-needed basis under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of malware mitigation and security education software as well as a variety of hardware and backup supply items and software and support renewals that may be required by all city departments as individual purchases or though the city’s computer replacement program.

4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.
5. Because this Vendor/Member contract runs March 2019 through December 2019, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>FY18-19 Expenditure</th>
<th>FY19-20 Expenditure</th>
<th>Total Estimated Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHI Government Solutions, Inc.</td>
<td>3/1/2019 – 12/31/2019</td>
<td>$210,000.00</td>
<td>$90,000.00</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

24 Resolution - Approving Additional Funding for As-Needed Purchases from Mountain States Pipe & Supply Co. (MSPS), in the Total Amount of $75,000.00 for Water Meter GPS Services

**Administrative Comments**

1. This item is recommended by the Water Utilities Department.

2. **Impact:** MSPS provides water meter audit, GPS, and repair/installation services for City of Irving water meters to allow them to be read remotely over a fixed network system through the Advanced Metering Infrastructure (AMI) project.

3. **This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.**

4. The Water Utilities Department recommends increasing the amount of the annual contract renewed on April 19, 2018 by RES-2018-138, for an additional $75,000.00 (25%), so that MSPS can continue to provide Water Meter GPS Services. This will increase the contract from $300,000.00 to $375,000.00 for the remainder of the current term.

5. The contract period began on May 31, 2018 and ends on May 31, 2019, subject to funding being appropriated in Fiscal Year 2018-19. The contract has no remaining renewal options.

6. Funding in the total amount of $75,000.00 for fiscal year 2018-19 is available in the Water & Sewer System Non-Bond CIP fund.

**Recommendation**

The resolution be approved.
Resolution - Renewing the Annual Contract with Core & Main LP, in the Total Estimated Amount of $80,240.87 for Couplings, Clamps, and Service Saddles

Administrative Comments

1. This item is recommended by the Water Utilities Department.

2. **Impact**: Couplings, clamps, and service saddles are used for repairs in the city’s water distribution system and for new service connections.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019**.

4. This renewal establishes the continuation of an annual contract to provide couplings, clamps and service saddles. This is the first of two one-year renewal options. The current contract expires February 28, 2019.

5. A price increase was granted for their products in the total estimated amount of $3,631.89. Water Utilities is agreeable with the increase as the requested pricing increase has been properly documented per the terms of the bid specifications.

6. Funding for Fiscal Year 2018-19 is available in the Water and Sewer System Fund while funding for Fiscal Year 2019-20 is subject to budget appropriation.

7. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core &amp; Main LP</td>
<td>3/1/19 – 2/29/20</td>
<td>$46,807.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$33,433.87</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$80,240.87</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving the Purchase from Caldwell Country Chevrolet for Various Vehicles in the Total Estimated Amount of $160,130.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Solid Waste Services & Water Utilities Departments and approved by the Fleet Services Division.

2. **Impact**: Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of city departments and the residents of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Caldwell Country Chevrolet. The contract was approved by Administrative Award No. 6057 on September 25, 2018 utilizing BuyBoard 521-16 which was renewed on December 1, 2018 and expires on November 30, 2019.

4. Budgeted replacements are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Services</td>
<td>2019 Chevrolet 1500 Silverado Double Cab</td>
<td>1</td>
<td>06199</td>
<td>$41,310.00</td>
<td>Solid Waste Enterprise</td>
</tr>
<tr>
<td></td>
<td>2019 Chevrolet 2500HD Silverado Crew Cab</td>
<td>1</td>
<td>06202</td>
<td>$57,925.00</td>
<td>Solid Waste Enterprise</td>
</tr>
<tr>
<td>Water Utilities</td>
<td>2019 Chevrolet 1500 Double Cab</td>
<td>1</td>
<td>32119</td>
<td>$29,660.00</td>
<td>Water &amp; Sewer System</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$128,895.00</td>
<td></td>
</tr>
</tbody>
</table>

5. Supplemental vehicle purchases are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Utilities</td>
<td>2019 Chevrolet 1500 Silverado Double Cab w/Bed Cover</td>
<td>1</td>
<td>$31,235.00</td>
<td>Water &amp; Sewer System</td>
</tr>
</tbody>
</table>

6. Funding in the total estimated amount of $160,130.00 is available in the Solid Waste Enterprise and Water & Sewer System funds.

**Recommendation**

The resolution be approved.
Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack’s Five Star Ford for the Purchase of Pickups, Vans and Utility Vehicles through an Interlocal Agreement with Tarrant County

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division.

2. **Impact**: Establishment of a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford for utilization of Tarrant County Contract No. 2019-041 which expires December 3, 2019, will allow the city to procure pickups, vans and utility vehicles under the best possible terms and conditions for the city.

3. Approval of this contract supports the purchase of various vehicles as presented in the following item on this agenda as well as any future purchases from this vendor through the designated Tarrant County contract for the specified contract term.

Recommendation

The resolution be approved.

Resolution - Approving the Purchase from Sam Pack’s Five Star Ford for Various Vehicles in the Total Estimated Amount of $610,388.00 through an Interlocal Agreement with Tarrant County

Administrative Comments

1. This item is recommended by various departments and approved by the Fleet Services Division.

2. **Impact**: Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of city departments and the residents of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford utilizing Tarrant County Contract No. 2019-041 which is presented as the previous item on this agenda.

4. Budgeted replacements are as follows:
<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Program</td>
<td>2019 Ford F250 Regular Cab w/Service Body</td>
<td>4</td>
<td>19071, 19078, 19080, 19081</td>
<td>$153,400.00</td>
<td>Equipment Replacement</td>
</tr>
<tr>
<td></td>
<td>2019 Transit Cargo Van</td>
<td>1</td>
<td>41007</td>
<td>$31,282.00</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>2019 Transit Cargo Van</td>
<td>1</td>
<td>24003</td>
<td>$25,720.00</td>
<td></td>
</tr>
<tr>
<td>Traffic &amp; Transportation</td>
<td>2019 Ford Escape</td>
<td>1</td>
<td>21059</td>
<td>$22,907.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019 Ford F250 Crew Cab</td>
<td>1</td>
<td>21066</td>
<td>$28,546.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019 Ford F250 Extended Cab w/Tool Boxes</td>
<td>1</td>
<td>21067</td>
<td>$32,126.00</td>
<td></td>
</tr>
<tr>
<td>Water Utilities</td>
<td>2019 Ford F550 Crew Cab w/Crane Utility Body</td>
<td>1</td>
<td>32117</td>
<td>$104,229.00</td>
<td>Water &amp; Sewer System</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$398,210.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Supplemental vehicle purchases are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>2019 Ford F350 w/Camper</td>
<td>2</td>
<td>$107,142.00</td>
<td>Equipment Replacement</td>
</tr>
<tr>
<td></td>
<td>2019 Ford F150 Super Cab w/Bed Cover</td>
<td>2</td>
<td>$68,972.00</td>
<td>General</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>2019 Ford Transit 15-Passenger Van</td>
<td>1</td>
<td>$36,064.00</td>
<td>Irving Special Activities Fund</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$212,178.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

6. Funding in the total estimated amount of $610,388.00 is available in the Equipment Replacement, Water & Sewer System, and Irving Special Activities funds, and in the Fire Department budget within the General Fund.

**Recommendation**

The resolution be approved.

**End of Bids**
Resolution - Approving Sign Variance Case #S1812-0012 to Allow Three 150-Ft. Tall Flag Poles for Texas Flags - Property Located at 1247, 1251 and 1261 E Airport Freeway - Symonds Flags and Poles, Applicant - Clay Cooley Autogroup, Owner

Administrative Comments

1. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

2. Impact: Approval of this sign variance will allow three (3) additional 150-ft tall flag poles for Texas flags.

3. The applicant is requesting a variance to the Sign Ordinance to allow three 150-ft tall flagpoles for Texas flags to accompany three 150-ft tall flagpoles for United States flags.

4. Section 7-3(12) of the Sign Ordinance states that there is no maximum height for a flagpole displaying the flag of the United States, nor a maximum area for a flag of the United States. Additionally, each lot is allowed up to three (3) flag poles and three (3) flags per lot.

5. The property is developed with three contiguous, separately platted automobile sales lots. The applicant is proposing two (2) 150-ft tall flag poles on each lot for a total of six (6). Each lot would have one United States flag and one Texas flag. The flags would measure 30-ft x 50-ft or 1500 sq. ft. While the flag poles for the United States flags and the size for the United States flags are permitted, the flag poles for the Texas flags are limited per the Sign Ordinance to a height of 35 feet and the flags to a maximum area of 150 sq. ft.

6. The flag poles would be approximately 350 feet from the front property line, and there are no residential uses in the vicinity.

7. Staff believes the proposed flag poles and size for the Texas flags are acceptable given the height of the flag poles and size for the United States flags. Staff can support this request so long as the flag poles are used only to display United States and State of Texas flags.

Recommendation

The resolution be approved.
Ordinance - Zoning Case #ZC19-0001 - Granting TOD (Transit-Oriented Development) District Detail Plan - Approximately 5.146 Acres Located on the South Side of Spur 348 and the North Side of Promenade - CSE, Applicant - Mission Bay Properties, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: February 18, 2019 – Favorable 8-0 (Commissioner Cronenwett, absent), subject to corrections as noted by staff. The stipulation of the Planning and Zoning Commission has been met.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Urban District uses for this property. The Urban District category is for the highest intensity areas of Irving, containing a variety of uses in multi-story buildings. Pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements are encouraged. The proposed use is in conformance with the Comprehensive Plan.

3. On September 7, 2006, the City Council adopted Section 52-32g, Transit Oriented Development (TOD) District. This district may be applied to property within one-half mile of an existing or future rail station. The Irving Convention Center DART Orange Line Station is located adjacent to the northwest corner of the subject property.

4. This application is for approval of the TOD District Detail Plan on the 5.14-acre western tract for the “Jefferson at Promenade Parkway” Phase 2 development. The proposed TOD Detail Plan for this tract must conform to the approved TOD General Plan. The TOD General Plan for this tract and the tract to the east, along with a TOD Detail Plan for the property to the east, were approved by zoning case #ZC16-0036 on August 4, 2016.

5. The applicant is proposing to develop the property as a mixed-use, transit-oriented development that includes 433 multifamily units. The development also includes 5,213 square feet of commercial space located on “Promenade Court” (the road on the west side of the tract). The general layout will be a five-story building organized around a parking garage that includes a roof level, two internal courtyards, and a garden open to the public entered from Promenade Court. The commercial spaces will provide a storefront look onto Promenade Court, and the other three sides of the building will be multifamily units.

6. The residential units will consist of 290 one-bedroom units, 138 two-bedroom units, and five (5) three-bedroom units, ranging in size from 491 sq. ft. to 1,426 sq. ft. Six ground-level “live/work” studio units with a minimum area of 800 sq. ft. are proposed along Promenade Court. The “micro units” that were on the plan submitted in 2018 have been removed.

7. The multifamily parking requirement for residences is 696 spaces, and 20 parking spaces are required for the commercial uses, for a total of 716 parking spaces. A
total of 730 parking spaces are provided. The parking garage will provide 675 spaces. Additionally, 25 surface parallel spaces are provided along the north, east and southern sides. The 30 public parking spaces being provided on Promenade Court can be counted towards the TOD development per the approved TOD General Plan for this property.

8. The property must comply with the TOD district requirements for landscaping. The applicant is currently indicating trees in the right-of-way to provide the parkway trees along Promenade Court. Staff will support trees in the right-of-way to comply with Sec. 52-32g for that frontage. All other landscaping requirements are met.

9. The landscaping and open space includes a “garden” adjacent to Promenade Court that will be a minimum of 6,405 sq. ft., and will be privately owned and maintained. The notes indicate the “garden” will be open to the public. Two courtyard areas will also provide additional open space for the development.

10. Architecturally, the development uses a variety of materials, vertical and horizontal articulation, angles, colors, shadows, and a canopy corner element to create an overall development that is unique and distinctive. The materials consist of stucco, prefinished siding, natural thin stone veneer, porcelain tile, translucent polycarbonate panel, and metal accents. Of particular note is the use of fiber cement that looks like wood, and porcelain tile that is made to look like distressed copper. Otherwise, the color scheme is predominantly white and gray with earth tones.

11. This is a fully-integrated transit oriented development that incorporates residential, commercial, and open space uses into a single development that is adjacent to the DART Orange Line station. It conforms to the approved TOD General Plan. Accordingly, staff can support this request.

12. A total of 12 public notices were mailed. Staff has not received any responses in support of or in opposition to this application.

13. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.
Ordinance - Comprehensive Plan Amendment, Community Framework Plan, Multifamily Concept Plan #MF18-0002, and Zoning Case #ZC18-0060 - Granting S-P-2 (Generalized Site Plan) for R-MF-2 (Multifamily) District Uses - Approximately 6.04 Acres Located at 7740 Valley View Lane, on the Northeast Corner of IH 635 and Valley View Lane - Lyle Allen and Associates, Applicant - Stone Street Development, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: February 18, 2019 – Favorable 8-0 (Commissioner Cronenwett, absent).

2. The 2017 Imagine Irving Comprehensive Plan recommends Open Space uses for the subject property. The proposed use is not in conformance with the Comprehensive Plan. A portion of the property on the east side is in the floodplain, and it is likely the entire property was included as open space because it was seen as undevelopable. However, it is privately owned, is a platted lot, has commercial zoning, and there is access to the portion of the property not in the floodplain.

The applicant is requesting the Comprehensive Plan be amended to allow Mid-Density Residential uses to allow a rezoning for multifamily uses. If an area that is designated and/or developed as non-residential desires to transition to a residential use, the 2017 Imagine Irving Comprehensive Plan recommends the following criteria be met:

a) The area is physically appropriate (i.e., size, shape, etc.) for residential use.

b) The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

c) The rezoning will not result in a shortage of land designated for non-residential development.

d) The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

e) The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

The applicant has provided a letter to address these issues, citing the desirability of providing additional housing opportunities in this developing area, and the low demand for uses allowed by the current zoning. Staff considers this an isolated tract of land that is not part of an existing neighborhood, does not transition between different land uses, and does not integrate any existing development.
3. The applicant is proposing a 226-unit, urban-style five-story development around a central parking garage, with one and two-bedroom units. Since this is not a typical open access product, the applicant is requesting an S-P-2 for R-MF-2 and is not conforming to the Multifamily Development Standards for density, height and length of buildings, required yards and setbacks, and building location and orientation.

4. The applicant has provided a Community Framework Plan for the required one-mile radius around the site. The property has other residential and institutional uses nearby, but they are isolated from the property by the freeway and the river. The location on IH 635 and Valley View Lane does provide access to the many retail, commercial, service, and additional institutional uses in Valley Ranch and Las Colinas, beyond the one-mile radius.

5. The proposed development includes the following features:

A) Units:
   1) The development will be a mix of one- and two-bedroom units, with some two-bedroom/study units. One-bedroom units will be between 760 sq. ft. and 826 sq. ft., and average 791 sq. ft. Each unit exceeds the minimum size of 650 sq. ft. required for one-bedroom units.
   2) Two-bedroom units will each be 950 sq. ft. exceeding the minimum size of 900 sq. ft. required for two-bedroom units.

B) Site design:
   1) The development sits on an approximately 6.04-acre site. The total density will be 38 units per acre, which exceeds the maximum of 18 units per acre allowed by the Multifamily Development Standards.
   2) A minimum of 30% of the site must be open space. The applicant is providing 2.00 acres of open space on the east half of the site adjacent to Campion Trails. An additional 9,420 sq. ft. of open space courtyard is provided, including a 4,270 sq. ft. play area. In all, a total of 2.22 acres, or 36.72% of the site, will be provided as open space.

C) Building design:
   1) The building will be a 233,204 square foot, five-story, corridor-entry development accessed from the ground or parking garage, with three additional stairwells to the upper stories separate from the garage. The parking garage will be approximately 107,500 square feet, and the leasing/clubhouse area will be 4,930 square feet.
   2) The building height is 56 feet. The Multifamily Development Standards allow a maximum three-story building, with a maximum height of 36 feet.
   3) The total length of the building is 720 feet along IH 635. This is a single building development around a central parking garage, and does not have access to individual units from the outside. The Multifamily Development
4) The building will have the following setbacks:
   i) West (from Valley View Lane): 30 feet
   ii) North (from property line): 25 feet
   iii) East: N/A
   iv) South (from IH 635): 20 feet. This is a variance to the required 100 ft. setback from a freeway. The Multifamily Development Standards allow a reduction to no less than 50 feet to a freeway with a noise study that shows the building face and open space will not be subject to more than 67 L\text{eq} (equivalent continuous sound level). The applicant has stated that they have initiated a noise study but it is not complete.

D) Architecture:
   1) The building will feature peaked roofs with clay tile shingles. Stucco and stone will be used for the building façade, with the stucco being painted six different colors.
   2) Articulation is provided by the massing of units and roof peaks.
   3) Chimneys, towers, and pergolas provide architectural features.
   4) Staff has concerns that the parking garage is open to the freeway, essentially having the “back” of the building to the freeway.

E) Parking:
   1) A total of 386 parking spaces are required and provided, meeting the requirements of the Multifamily Development Standards. Parking is provided both on the surface and in the parking garage.
   2) Surface parking spaces are located between the building and Valley View Lane, though these are likely to be used by the leasing office.
   3) The parking garage can only be accessed from the internal circulation lane.

F) Landscaping. The site plan notes that the development will comply with code, except for the reduced IH 635 setback of 20 feet.

6. Staff cannot support a high-density, urban-style multifamily development at this location. The Urban Center is the appropriate location for this style development, or a Transit Oriented Development if it was near a DART station. The applicant’s justification does not address its isolation and the unsuitability of building multi-story residential adjacent to the IH 635 off-ramp and SH 161.

7. A total of 10 public notices were mailed. Staff has not received any responses in support of or in opposition to this application.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.
Recommendation

The ordinance be denied.

APPOINTMENTS AND REPORTS

32 Mayor's Report

Adjournment
The Irving City Council met in work session on February 13, 2019 at approximately 1:00 p.m.
The following members were present/absent:

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<th>Attendee Name</th>
<th>Organization</th>
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**DISCUSSION TOPIC**

1. **City Operations Update**
   - Convention Center Hotel Update
   Casey Tate, Capital Improvement Program Director, presented a time-lapse video showing the construction of the Convention Center Hotel.

2. **Review of Regular Agenda**

   **CONSENT AGENDA**

   8 Resolution -- Approval for the Cancellation of Employee Assistance Program Services with Deer Oaks

   Jill McAdams, Human Resources Director, outlined the process to cancel the contract with Deer Oaks and rebid the services.

   11 Resolution -- Approving Third Amendment to the Economic Development Incentive Agreement Between the City of Irving and Aviall Services, Inc., in an Amount Dependent Upon Annual Qualifications

   Mayor Stopfer recognized the representatives from Boeing and Aviall in attendance at the meeting.

   13 Resolution -- Approving an Extension of an Agreement with Superion, LLC, Formerly Known as AOT Public Safety Corporation, for a Period of Six-Months for the Continuation of Alarm Management Services

   Jeff Spivey, Police Chief, confirmed that the monthly rate is a contracted rate and will be part of renegotiation later this year.
INDIVIDUAL CONSIDERATION

21 Ordinance -- Master Thoroughfare Plan Amendment ZC19-0004 - City of Irving, Applicant - Amending the City of Irving Comprehensive Plan and Master Thoroughfare Plan by Changing the Thoroughfare Plan Designation for a Portion of Green Park Drive from a Four-Lane Divided Roadway with a Median to a Three-Lane Undivided Roadway with a Two-Way Left Turn Lane in the Center

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

22 Ordinance -- Authorizing the Vacation, Abandonment, Closure, and Conveyance by Quitclaim of Certain Portions of the Street Right-Of-Way of Green Park Drive, Between Hidden Ridge and Cottonwood Creek Bridge, for the Verizon Realty Corporation Hidden Ridge Development

Ken Bloom, Urban Development Manager, outlined the requested right of way abandonment needed for the Hidden Ridge Development.

23 Resolution -- Approving Preliminary/Final Plat - PL18-0015 - Hidden Ridge Lifestyle Core Addition - Approximately 41.225 Acres. Located at 5301 Green Park Dr. and 400 W. John Carpenter Freeway - Verizon Realty Corp., Applicant/Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval.

24 Resolution -- Public Hearing -- Cancelling the Certificate of Occupancy for Hops & Vines Located at 313 E. Las Colinas Boulevard for Failure to Meet the Ordinance Requirements Governing the Sale of Alcoholic Beverages by Restaurants for On-Premises Consumption in Accordance with Section 52-49 Ordinance No. 1144, as Amended

Janet Spugnardi, Deputy City Attorney, outlined the issues the property owners has had in meeting the ordinance requirements governing the sale of alcoholic beverages, noting staff recommends cancelling the Certificate of Occupancy.

Council and staff discussed the reporting process and the measures staff went to in assisting the restaurant owner to come into compliance.
ZONING CASES AND COMPANION ITEMS

25 Ordinance -- Zoning Case #ZC19-0002 - Repealing Ordinance No. 2017-9936 Which Granted S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses, and Reinstating S-P-2 (Generalized Site Plan) for FWY (Freeway) Uses - Approximately 1,502 Square Feet Located at 313 E. Las Colinas Blvd. - City of Irving, Applicant - Lake Carolyn REID LLC, Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends the S-P-1 (R-AB) zoning be repealed if the City Council determines that the restaurant has violated Section 52-49 of the zoning ordinance and revokes its Certificate of Occupancy; otherwise, the S-P-1 (R-AB) should remain intact.

26 Resolution -- Approving Sign Variance Case #S1808-0026 to Allow an Archway Sign - Property Located at 501 West Las Colinas Boulevard - Texican Court Hotel, Applicant - Southern Star Las Colinas, L.P., Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval.

Dell Toelkes, with Valencia, stood from the audience and offered to answer questions that council may have. Councilman Meagher asked if the arch of the building could be enhanced since it is the first thing you see as you walk out of the Irving Convention Center. The arch right now is a steel beam, untreated, and an aluminum metal. Councilman Danish requested a photo of the fountain.

27 Ordinance -- Zoning Case #ZC18-0086 - Granting S-P-1 (Detailed Site Plan) for ML-20 (Light Industrial) District Uses - Approximately 0.36 Acres Located at 1326 Ford Street - Estrada Concrete Co., LLC, Applicant/Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission. He noted that the opposition represents 25.94% of the land within 200 feet of the subject property. Since this is greater than 20%, per state law a ¾-vote is required for approval of this case.

28 Ordinance -- Zoning Case #ZC18-0091 - Granting S-P-2 (Generalized Site Plan) District for C-OU-2 (Commercial Outdoor) Uses - Approximately 8.35 Acres Located at 1000 and 1100 E. Airport Freeway - ClayMoore Engineering, Applicant - Cooley Family Trust, Owner

Ken Bloom, Urban Development Manager, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.
APPOINTMENTS AND REPORTS

29 Resolution -- Appointment to the Dallas Area Rapid Transit Board of Directors to a Term Expiring July 2019

Mayor Stopfer confirmed that the City of Carrollton appointed Doug Hrbacek to the DART Board and that this position represents 80% Carrollton and 20% Irving.

3 Request by ARK Group of Irving, Inc. to Amend Entertainment Center Zoning and Lease

Phillip Sanders, Assistant City Manager, provided an update of the requested Amendment to allow for more office space.

4 AT&T Stadium Lease (Requested by Mayor Stopfer)

Mayor Stopfer provided some history on the AT&T Stadium Lease and explained its intended and utilized use. He asked if the council had any opinion in continuing to use it.

The majority of the council is not in favor of renewing the lease at a cost of $3 million for 10 years. The decision was made to explore other options and not renew for 10 years.

5 Hidden Ridge Development Update

Kenneth Bloom, Urban Development Manager, presented the Hidden Ridge Development and indicated on the agenda today is the Master Thoroughfare Plan Amendment, the Right-of-Way Abandonment, and the Preliminary/Final Plat.

Leo Redgate with Hidden Ridge Development, LLC, thanked the city for working diligently on providing infrastructure for this development.

Council recessed at approximately 2:16 p.m.

Council reconvened at approximately 2:30 p.m.
EXECUTIVE SESSION

Council convened into executive session pursuant to Section 551.071, Section 551.072, Section 551.074 and 551.087 of the Texas Local Government Code at approximately 2:30 pm.

6. Legal Advice and Real Estate Negotiations - Entertainment Center
   Open Meetings Act § 551.071 and § 551.072

7. Economic Development Negotiations - Project Violet
   Open Meetings Act § 551.087

8. Economic Development Negotiations - Project Enterprise
   Open Meetings Act § 551.087

9. Personnel - City Attorney
   Open Meetings Act § 551.074

Council reconvened from executive session at approximately 5:30 p.m.

Council adjourned the meeting at 5:30 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________
Shanae Jennings, TRMC
City Secretary
The City Council met in regular session in the Council Chambers of the City Hall Complex on Thursday, February 14, 2019 at approximately 7:00 p.m. The following members were present / absent:

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**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

There was no organizational service announcement at tonight’s meeting.

**INVOCATION**

The invocation was delivered by Pastor Dennis King, Hope Irving Church, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was given by the following students from Lively Elementary School:
Olivia Brooks, 5th grade
Kayla Terasaki Storm, 5th grade
Haylie Morales, 4th grade
LeoDan Marrufo, 4th grade

**PROCLAMATIONS**

There were no ceremonial items at tonight’s meeting.
CITIZENS’ FORUM

Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Sharon Barbosa Crain, 2608 Alan-a-Dale, Irving, TX - Mrs. Barbosa-Crain thanked the Council and city staff for providing information on a rental registration program for single family homes at recent public meetings.

CITY COUNCIL AGENDA

1   City Operations Update
There was no City Operations update at tonight's meeting.

CONSENT AGENDA

Motioned by Councilman Danish, seconded by Councilman Ward to approve consent agenda items 2-20.

Motion approved 8-0.

2   Approving Minutes for Wednesday, January 30, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
3 Approving Minutes for Thursday, January 31, 2019

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

4 Resolution No. RES-2019-49 -- Approving a One-Time Payment Equivalent to a 2% Annual Cost of Living Adjustment for the City Manager

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

5 Ordinance No. ORD-2019-10160 -- Calling a Special Election in the City of Irving, Texas to be Held on Saturday, May 4, 2019, for a Local Option Election for “The Legal Sale of All Alcoholic Beverages for Off-Premise Consumption Only” in Accordance with Title 17 of the Election Code

The Local Option Election petitions, which contain the names of the signers, submitted to the City Secretary’s Office and will be kept electronically with these minutes pursuant to Election Code Sec. 501.033.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
6 Resolution No. RES-2019-50 -- Authorizing the Mayor to Enter into an Agreement with Dallas County Elections Department in an Amount Not to Exceed $160,000.00 to Administer the Regular Municipal Election and Special Election to be Held on Saturday, May 4, 2019, for the Purpose of Electing City Council Places One (1), Two (2) and Seven (7), and Local Option Election; Subsequent Run-Off Election If Necessary

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

7 Resolution No. RES-2019-51 -- Approving Submission of a General Victim Assistance Direct Services Program Grant Application to the Office of the Governor, Criminal Justice Division, for Specialized Trauma Services and Designating the Mayor as the Authorized Official to Apply For, Accept, Reject, Alter, or Terminate the Grant on Behalf of the City

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

8 Resolution No. RES-2019-52 -- Approval for the Cancellation of Employee Assistance Program Services with Deer Oaks

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
9 Resolution No. RES-2019-53 -- Selecting ARCHITEXAS - Architecture, Planning and Historic Preservation, Inc., as the Most Highly Qualified Provider of Professional Services for the Jackie Townsell Bear Creek Heritage Center Project, and Authorizing Staff to Negotiate an Agreement with said Provider

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

10 Resolution No. RES-2019-54 -- Approving a Sales Contract with SMB Staffing, LLC, in the Amount of $18,100.00, for a Storm Water Drainage Easement for the Main Street Plaza Project

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

11 Resolution No. RES-2019-55 -- Approving Third Amendment to the Economic Development Incentive Agreement Between the City of Irving and Aviall Services, Inc., in an Amount Dependent Upon Annual Qualifications

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
12 Resolution No. RES-2019-56 -- Approving an Addendum to the Professional Services Agreement Between the City of Irving and National Development Council in the Amount of $190,200.00 to Provide a Housing Program Analysis, Market Value Analysis, Recommendations for Revised Housing Policies, a Housing Strategic Plan, and On-Going Technical Assistance and Advisory Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

13 Resolution No. RES-2019-57 -- Approving an Extension of an Agreement with Superion, LLC, Formerly Known as AOT Public Safety Corporation, for a Period of Six-Months for the Continuation of Alarm Management Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

14 Resolution No. RES-2019-58 -- Renewing the Contract with Community Waste Disposal in the Annual Estimated Amount of $105,404.56 for Collection of Containerized Refuse

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
Resolution No. RES-2019-59 -- Ratifying an Additional Expenditure to Holt Texas, LTD for Completion of the Undercarriage Repair on Caterpillar D8T Track Dozer through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard) in the Estimated Amount of $16,524.20

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

Resolution No. RES-2019-60 -- Renewing the Annual Contracts with M&M Rental Holding Corporation and At Once Party Rental, Inc., in an Amount Not to Exceed $66,000.00 for Tents & Furnishings

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

Resolution No. RES-2019-61 -- Renewing the Annual Contract with First Student, Inc., in an Amount Not to Exceed $70,000.00 for Bus Transportation Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
18 Resolution No. RES-2019-62 -- Approving and Accepting the Bid of Assured Comfort Services in an Amount Not to Exceed $125,000.00 for Plumbing Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

19 Resolution No. RES-2019-63 -- Renewing the Annual Contract with Commdex Consulting, LLC, for Fiber Optic Network Maintenance in an Amount Not to Exceed $750,000.00

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

20 Ordinance No. ORD-2019-10161 -- Authorizing the Abandonment of a Water and Sanitary Sewer Easement at the corner of Texas Plaza Drive and Tom Braniff Drive for TCI Meridian Acres LLC

RESULT: ADOPTED [UNANIMOUS]
MOVER: John C. Danish, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
INDIVIDUAL CONSIDERATION

21 Ordinance No. ORD-2019-10162 -- Master Thoroughfare Plan Amendment ZC19-0004 - City of Irving, Applicant - Amending the City of Irving Comprehensive Plan and Master Thoroughfare Plan by Changing the Thoroughfare Plan Designation for a Portion of Green Park Drive from a Four-Lane Divided Roadway with a Median to a Three-Lane Undivided Roadway with a Two-Way Left Turn Lane in the Center

Mayor Stopfer opened the public hearing at approximately 7:10 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 7:10 p.m.

Motioned by Councilman Ward, seconded by Councilman Palmer to Approve Ordinance -- Master Thoroughfare Plan Amendment ZC19-0004 - City of Irving, Applicant - Amending the City of Irving Comprehensive Plan and Master Thoroughfare Plan by Changing the Thoroughfare Plan Designation for a Portion of Green Park Drive from a Four-Lane Divided Roadway with a Median to a Three-Lane Undivided Roadway with a Two-Way Left Turn Lane in the Center.

Motion approved 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Oscar Ward, Councilman
SECONDER: Wm David Palmer, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
22 **Ordinance No. ORD-2019-10163** -- Authorizing the Vacation, Abandonment, Closure, and Conveyance by Quitclaim of Certain Portions of the Street Right-Of-Way of Green Park Drive, Between Hidden Ridge and Cottonwood Creek Bridge, for the Verizon Realty Corporation Hidden Ridge Development

Mayor Stopfer opened the public hearing at approximately 7:11 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 7:11 p.m.

Motioned by Councilman Palmer, seconded by Councilman Taylor to Approve Ordinance -- Authorizing the Vacation, Abandonment, Closure, and Conveyance by Quitclaim of Certain Portions of the Street Right-Of-Way of Green Park Drive, Between Hidden Ridge and Cottonwood Creek Bridge, for the Verizon Realty Corporation Hidden Ridge Development.

Motion approved 8-0.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wm David Palmer, Councilman

SECONDER: Kyle Taylor, Councilman

AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer

ABSENT: Dennis Webb


Mayor Stopfer opened the public hearing at approximately 7:12 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 7:12 p.m.
Motioned by Councilman Ward, seconded by Councilman Riddle to Approve Resolution -- Approving Preliminary/Final Plat - PL18-0015 - Hidden Ridge Lifestyle Core Addition - Approximately 41.225 Acres. Located at 5301 Green Park Dr. and 400 W. John Carpenter Freeway - Verizon Realty Corp., Applicant/Owner

Motion approved 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

24 Resolution No. RES-2019-65 -- Public Hearing -- Cancelling the Certificate of Occupancy for Hops & Vines Located at 313 E. Las Colinas Boulevard for Failure to Meet the Ordinance Requirements Governing the Sale of Alcoholic Beverages by Restaurants for On-Premises Consumption in Accordance with Section 52-49 Ordinance No. 1144, as Amended

Mayor Stopfer opened the public hearing at approximately 7:13 p.m.

Janet Spugnardi, Deputy City Attorney, provided a presentation on this item.

The following individual(s) signed up to speak in opposition of this item:
Neaser Hammad, restaurant owner, 313 E. Las Colinas Blvd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 7:44 p.m.

Motioned by Councilman Palmer, seconded by Councilman Danish to Postpone Resolution Cancelling the Certificate of Occupancy for Hops & Vines Located at 313 E. Las Colinas Boulevard for Failure to Meet the Ordinance Requirements Governing the Sale of Alcoholic Beverages by Restaurants for On-Premises Consumption in Accordance with Section 52-49 Ordinance No. 1144, as Amended to March 21, 2019.

Motion amended to require the restaurant owner to submit a business plan for staff review prior to the March 21, 2019 meeting.
Motion approved 5-3.

Councilmember(s) voting in favor of this motion include: Danish, Ward, Riddle, Palmer, Zapanta

Councilmember(s) voting in opposition of this motion include: Mayor Stopfer, Meagher, Taylor

RESULT: POSTPONED [5 TO 3]
Next: 3/21/2019 7:00 PM

MOVER: Wm David Palmer, Councilman
SECONDER: John C. Danish, Councilman
AYES: Danish, Riddle, Ward, Zapanta, Palmer
NAYS: Mayor Rick Stopfer, Allan Meagher, Kyle Taylor
ABSENT: Dennis Webb

ZONING CASES AND COMPANION ITEMS

25 Ordinance No. ORD-2019-10164 -- Zoning Case #ZC19-0002 - Repealing Ordinance No. 2017-9936 Which Granted S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses, and Reinstating S-P-2 (Generalized Site Plan) for FWY (Freeway) Uses – Approximately 1,502 Square Feet Located at 313 E. Las Colinas Blvd. – City of Irving, Applicant – Lake Carolyn REID LLC, Owner

Mayor Stopfer opened the public hearing at approximately 7:46 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 7:46 p.m.
Motioned by Councilman Palmer, seconded by Councilman Danish to Postpone Ordinance -- Zoning Case #ZC19-0002 - Repealing Ordinance No. 2017-9936 Which Granted S-P-1 (Detailed Site Plan) District for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) Uses, and Reinstating S-P-2 (Generalized Site Plan) for FWY (Freeway) Uses - Approximately 1,502 Square Feet Located at 313 E. Las Colinas Blvd. - City of Irving, Applicant - Lake Carolyn REID LLC, Owner to March 21, 2019.

Motion approved 6-2.

Councilmember(s) voting in favor of this motion include: Stopfer, Danish, Riddle, Ward, Palmer, Zapanta

Councilmember(s) voting in opposition of this motion include: Meagher, Taylor

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<tr>
<td>MOVER:</td>
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<td>Stopfer, Danish, Riddle, Ward, Zapanta, Palmer</td>
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<tr>
<td>NAYS:</td>
<td>Allan Meagher, Kyle Taylor</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Dennis Webb</td>
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</tbody>
</table>

Resolution No. RES-2019-66 -- Approving Sign Variance Case #S1808-0026 to Allow an Archway Sign - Property Located at 501 West Las Colinas Boulevard - Texican Court Hotel, Applicant - Southern Star Las Colinas, L.P., Owner

Mayor Stopfer opened the public hearing at approximately 7:47 p.m.

The following individual(s) signed up to speak in support of this item: Dell Toelkes with Valencia group and Southern Star Las Colinas, L.P.

Mayor Stopfer closed the public hearing at approximately 7:51 p.m.

Motioned by Councilman Ward, seconded by Councilman Palmer to Approve Resolution -- Approving Sign Variance Case #S1808-0026 to Allow an Archway Sign - Property Located at 501 West Las Colinas Boulevard - Texican Court Hotel, Applicant - Southern Star Las Colinas, L.P., Owner.

Motion approved 8-0.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Oscar Ward, Councilman
SECONDER: Wm David Palmer, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

27 Ordinance No. ORD-2019-10165 -- Zoning Case #ZC18-0086 - Granting S-P-1 (Detailed Site Plan) for ML-20 (Light Industrial) District Uses - Approximately 0.36 Acres Located at 1326 Ford Street - Estrada Concrete Co., LLC, Applicant/Owner

Staff noted that the opposition represents 25.94% of the land within 200 feet of the subject property. Since this is greater than 20%, per state law a ¾-vote is required for approval of this case.

Mayor Stopfer opened the public hearing at approximately 7:52 p.m.

The following individual(s) signed up to speak in support of this item:
Josh Butler, Elm Creek Environmental, 311 N. Ballard #200, Wylie, TX, applicant representative.

Mayor Stopfer closed the public hearing at approximately 7:56 p.m.

Motioned by Councilman Meagher, seconded by Councilman Riddle to Approve Ordinance -- Zoning Case #ZC18-0086 - Granting S-P-1 (Detailed Site Plan) for ML-20 (Light Industrial) District Uses - Approximately 0.36 Acres Located at 1326 Ford Street - Estrada Concrete Co., LLC, Applicant/Owner with stipulation that the that the applicant agrees to donate to the City’s tree farm or to plant elsewhere in the city the same number of caliper inches of trees being removed from the site.

Motion approved 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Allan Meagher, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
Ordinance No. ORD-2019-10166 -- Zoning Case #ZC18-0091 - Granting S-P-2 (Generalized Site Plan) District for C-OU-2 (Commercial Outdoor) Uses - Approximately 8.35 Acres Located at 1000 and 1100 E. Airport Freeway - ClayMoore Engineering, Applicant - Cooley Family Trust, Owner

Mayor Stopfer opened the public hearing at approximately 7:56 p.m.

No one signed up to speak on this item at tonight’s meeting.

Mayor Stopfer closed the public hearing at approximately 7:57 p.m.

Motioned by Councilman Ward, seconded by Councilman Riddle to Approve Ordinance -- Zoning Case #ZC18-0091 - Granting S-P-2 (Generalized Site Plan) District for C-OU-2 (Commercial Outdoor) Uses - Approximately 8.35 Acres Located at 1000 and 1100 E. Airport Freeway - ClayMoore Engineering, Applicant - Cooley Family Trust, Owner.

Motion approved 8-0.
APPOINTMENTS AND REPORTS

29 Resolution No. RES-2019-67 -- Appointment to the Dallas Area Rapid Transit Board of Directors to a Term Expiring July 2019

Motioned by Councilman Palmer, seconded by Councilman Ward to Approve Resolution - To Appoint Doug Hrbacek to the Dallas Area Rapid Transit Board of Directors to a Term Expiring July 2019.

Motion approved 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

30 Resolution No. RES-2019-68 -- Appointments to the Tax Increment Reinvestment Zone No. 1 Board to Fill Two-Year Terms Expiring January 2021

Motioned by Councilman Palmer, seconded by Councilman Ward to Approve Resolution -- Appointments to the Tax Increment Reinvestment Zone No. 1 Board to Fill Two-Year Terms Expiring January 2021

To reappoint:

Michael Randall
Dick W. Rogers
Rorry Phillips
Robert Kitzman

Motion approved: 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: Oscar Ward, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb
31 Resolution No. RES-2019-69 -- Appointing a Board Chair to the Tax Increment Reinvestment Zone No. 1 Board with a Term Expiring January 2020

Motioned by Councilman Palmer, seconded by Councilman Taylor to Approve Resolution - Appointing Michael Randall as Board Chair to the Tax Increment Reinvestment Zone No. 1 Board with a Term Expiring January 2020.

Motion approved: 8-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Wm David Palmer, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Riddle, Ward, Zapanta, Taylor, Palmer
ABSENT: Dennis Webb

32 Mayor's Report

Mayor Stopfer discussed the recent Regional Transportation Council meeting which approved the North Texas multi-mobile operations safety program. The North Texas Moves, phase one, is part of the US Department of Transportation 2019 Infrastructure which allows for double tracking in Irving to the City of Carrollton.

Adjournment

The meeting was adjourned at approximately 8:00 p.m.

___________________________
Richard H. Stopfer, Mayor

ATTEST:

_____________________
Shanae Jennings, TRMC
City Secretary
Resolution -- Approving Submission of a FY2019 NCS-X Implementation Assistance Program Grant Application to the Office of the Governor, Criminal Justice Division, for Funding in the Amount of $54,075.00 for Conversion to the National Incident-Based Reporting System (NIBRS) and Designating the Mayor as the Authorized Official to Apply For, Accept, Reject, Alter, or Terminate the Grant on Behalf of the City

Administrative Comments
1. This item is recommended by the Police Department. It supports Strategic Goal No. 4.1: Safeguard public safety, security and health.
2. **Impact:** The approval of this grant application will cover costs associated with upgrading the technology infrastructure as we change from the Uniform Crime Reporting (UCR) platform to the National Incident Based System (NIBRS) platform.
3. The grant is a one-time award of $54,075.00.
4. No funding is required.

**Recommendation**
The resolution be approved.

ADDITIONAL COMMENTS:

**Contract Required:** No  
**Review Completed By:** Janet Spugnardi  
**Previous Action:** N/A  
**Council Action:** N/A  
**Discretionary Contract Disclosure Form Required:** N/A  
**Certificate of Interested Parties (Form 1295) Required:** N/A  
**TGC 2270 Verification Form Required:** N/A

**ATTACHMENTS:**

NX-NCS-X_Announce-nc_PY20 (1)  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

None

**REVISION INFORMATION:**

Prepared: 2/20/2019 12:37 PM by Kayte Roberts  
Last Updated: 2/21/2019 11:37 AM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the submission of a Fiscal Year 2019 NCS-X Implementation Assistance Program grant application to the Office of the Governor, Criminal Justice Division to receive funding in the amount of $54,075.00 for Conversion from the Uniform Crime Reporting (UCR) platform to the National Incident-Based Reporting System (NIBRS) platform, and, if awarded, authorizes the Mayor to execute an agreement, certifications, and any other necessary documents in connection with the FY2019 NCS grant upon approval of the City Attorney's Office.

SECTION II. THAT the City Council agrees to provide applicable matching funds for Conversion from the UCR platform to the NIBRS platform as required by the grant.

SECTION III. THAT in the event of loss or misuse of the Office of the Governor grant funds, the City Council assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full.

SECTION IV. THAT the City Council designates the Mayor as the grantee’s authorized official, and without further Council approval, the Mayor is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Irving.

SECTION V. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Purpose
The purpose of this announcement is to solicit applications for preselected projects by the U.S. Department of Justice, Bureau of Justice Statistics (BJS) that enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident Based System (NIBRS) as authorized by Section 302 of the Omnibus Crime Control and Safe Streets Act.

Available Funding
Under Section 302 of the Omnibus Crime Control and Safe Streets Act, BJS is authorized to “make grants to, or enter into cooperative agreements or contracts with public agencies, institutions of higher education, private organizations, or private individuals” for purposes of collecting and analyzing criminal justice statistics. CJD will pass-through and administer approximately $1.1M in funding.

Eligible Organizations
The Cities, Independent School Districts (ISD), and Public University listed below are eligible to apply for funding on behalf of their police department:

City of Addison, City of Brookshire, City of Groves, Fort Bend ISD, Laredo ISD, City of Irving, City of Sinton, City of Pasadena, University of Texas- Rio Grande, City of Selma, City of Southside Place, City of Wichita Falls, and City of Santa Anna.

Application Process
Applicants must access the PSO’s eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see Developing a Good Project Narrative Guide, available here. Note: Special application procedures apply to this program. See the Special Application Procedures Addendum for more information.

Key Dates

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<tr>
<td>Final Date to Submit and Certify an Application</td>
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<td>Earliest Project Start Date</td>
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Project Period
Project period may not exceed 24 months.
Funding Announcement: FY2019 NCS-X Implementation Assistance Program

**Funding Levels**
Minimum: Predetermined
Maximum: Predetermined
Match Requirement: None

**Standards**
Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), Federal Uniform Grant Guidance, special conditions passed down from BJS, and all statutes, requirements, and guidelines applicable to this funding.

**Eligible Activities and Costs**
Costs for software and hardware that directly support or enhance an agency’s technical capacity for collecting and processing data and submitting those data to the Texas Department of Public Safety (DPS) UCR Program in the appropriate format. This includes acquiring software to enable reporting of state-IBR/NIBRS compliant data to DPS, costs for improving the automation of processes associated with data collection and management, and costs for validation testing to ensure conformance with state-IBR/NIBRS standards.

As applicable, contract support costs for local agencies to procure technical assistance for critical agency personnel in how to collect, input, and process incident-based data, if the agency system undergoes substantial modification to become state-IBR/NIBRS compliant.

**Program-Specific Requirements**
Funds must be used for solutions that upgrade the agency’s technology infrastructure to allow for and support incident-based reporting to the DPS as well as maximize the automation of the data submission.

1. Technology purchases must employ national data standards for NIBRS data submissions. N-DEx and NIBRS data may be submitted to DPS in the N-DEx Information Exchange Packet Documentation (IEPD) format or via a flat file submission in order to participate in the NIBRS program. Submission of data via the N-DEx IEPD is preferred, as it ensures a single submission not only to the state’s UCR system but also to the DPS Texas Data Exchange program, and eventually to the FBI’s National Data Exchange.

2. Agencies must obtain a written certification from a vendor prior to purchase and implementation of the system that their product can and will comply with all technical and submission standards and requirements identified in this funding announcement.

3. Agencies must only utilize systems that adhere to the NIBRS and TIBRS data specification guides for proper formatting included in the following links:
   a. 2019 NIBRS Technical Specification
c. Cargo Theft Technical Specification (pdf)  
(https://ucr.fbi.gov/cargo_theft_technical_specification_version_2.0_final_05-25-2012.pdf)


g. Texas Segment 8 (Texas-centric) Technical Specification  
(https://www.dps.texas.gov/ucr/documents/segment8.pdf)

4. As changes, such as, but not limited to, new data elements and/or changes within the data formats are announced, agencies must perform these changes quickly, in order to, keep systems up to date. Data edits must be performed within the local agency application prior to the submission to DPS to ensure that data is submitted error free.

5. System implementation funded by these grants must support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data.

6. Systems must also have the capability to flag records that are subject to a court ordered expunction to ensure an automated removal of the record from the TDEx and NDEx systems.

**Eligibility Requirements**

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

3. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).
4. An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

**Prohibitions**

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
5. General incident-based reporting training (contact should be made with the Texas Department of Public Safety for inquiries related to additional funding opportunities for NIBRS related training);
6. Equipment for government agencies that are for general agency use that is not in direct support of transmitting NIBRS (or TTIC, for border region agencies) information from an agency database to DPS;
7. Purchase of vehicles and other vehicle related equipment, i.e. computers, that could be used for the data entry of crime information;
8. Salaries or other personnel costs;
9. Indirect costs;
10. Software maintenance costs;
11. Staff training;
12. Technical assistance not in direct support of automating data processes to collect, extract, and submit NIBRS-conformant data;
13. Hardware- or software-related contract costs beyond the length of the award period; and
14. Any other prohibition imposed by federal, state or local law or regulation.
Selection Process

Application Screening: CJD will screen all applications to ensure that they meet the requirements included in the funding announcement.

Merit Review: DPS, in partnership with BJS, will provide CJD with funding recommendations.

Final Decisions – All Projects: The executive director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, CJD may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.
Program-Specific Questions

The eGrants system will provide additional information about the requirements for applying and contents of the application. Answer these questions on Narrative and Activities tabs.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Each funding announcement has different instructions for the nine Project Narrative boxes. These instructions are not contained on eGrants, so applicants must review the instructions below. Failure to provide the information requested may result in an application being deemed ineligible for funding.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement: Enter N/A

Supporting Data: Provide justification for the need of grant assistance to implement this project.

Project Approach & Activities: Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. Provide a rationale for choosing this particular model.

Capacity & Capabilities: Enter N/A.

Performance Management: Provide an understanding of how the applicant organization will measure success for this project.

Data Management: Provide an understanding of how the applicant organization plans to collect, track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above.

Target Group: Enter N/A

Evidence-Based Practices: Explain here whether the solution that the agency is procuring is in operation anywhere else in the state and any other pertinent information about why the agency selected this particular solution.
Resolution -- Formation and Appointment of Members to Serve on the City of Irving Census 2020 Complete Count Committee

Administrative Comments

1. This item is recommended by the Planning and Community Department. This item supports Strategic Objective 5.1 – Actively engage and communicate with the community.

2. Impact: Approval of this resolution will result in formation and appointment of a community based volunteer committee to provide outreach and marketing of the 2020 Census to maximize resident participation within the community.

3. The City Council received briefings on this item at their work sessions on July 18, 2018 and January 30, 2019.

4. A Complete Count Committee is a volunteer committee comprised of representatives from business, government, community-based and faith-based organizations, educators, media and others to increase awareness about the upcoming Census and motivate residents to participate.

5. The City Council is to appoint a committee comprised of volunteers primarily from the following community pool:

   - All three (3) Independent School Districts
   - Local media (radio, TV, etc.)
   - Apartment Association
   - Both Chambers of Commerce
   - Faith-based communities
   - Community organizations (local non-profits, fraternal organizations, ethnic organizations, etc.)
   - Neighborhood Associations
   - Major employers

6. Committee activities will include attending monthly strategy meetings, participating in public outreach events, distributing Census information and educating the public about the Census, especially the traditionally undercounted segment of the population.

7. The committee will be supported by staff coordinator Troy Wynne in the Planning and Community Development Department with assistance from other city staff. Training assistance will also be available from the regional Census Bureau team.

8. Funding in the amount of $50,000.00 is available in Planning and Community Development Budget of the General Fund to assist with the training and outreach efforts.
9. The term of service of all members shall be effective upon appointment and shall continue until June 1, 2020, or earlier at the discretion of the mayor.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

CURRENT YEAR FINANCIAL IMPACT:

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REVISION INFORMATION:

Prepared: 2/12/2019 03:32 PM by Linda Velazquez
Last Updated: 2/22/2019 08:39 AM by Steven Reed
CITY OF IRVING
COUNCIL RESOLUTION NO. (ID # 9999)

WHEREAS, The U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population every ten years (“Census”) and this Census provides a historic opportunity for the City of Irving to help shape the foundation of our society and play an active role in American Democracy; and

WHEREAS, the City of Irving is committed to ensuring every resident is counted in the Census; and

WHEREAS, more than $650 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on Census data, including healthcare, community development, housing, education, transportation, social services, employment and much more; and

WHEREAS, Census data determines how many seats each state will have in the U.S. House of Representatives as well as the redistricting of the state legislatures, county, and city councils, and voting districts; and

WHEREAS, the 2020 Census will create hundreds of thousands of jobs across the nation; and

WHEREAS, every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years; and

WHEREAS, a united voice from businesses, government, community and faith based organizations, educators, media, and others will allow the 2020 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2020 Census; and

WHEREAS, the City Council agrees to create the City of Irving 2020 Complete Count Committee, in order to promote the 2020 Census:

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

SECTION I. THAT the City supports the goals and ideals for the 2020 Census and authorizes dissemination of 2020 Census information to encourage participation.

SECTION II. THAT the City Council encourages people in the City of Irving to participate in events and initiatives that will raise overall awareness of the 2020 Census and increase participation among all populations.

SECTION III. THAT the City of Irving does hereby create the City of Irving Census 2020 Complete Count Committee, herein after referred to as the “Complete Count Committee,” for the purpose of planning and conducting local initiatives and promotional activities to increase community participation in the 2020 Census.

SECTION IV. Complete Count Committee: THAT the Complete Count Committee shall consist of ________ members who shall be appointed by the City Council and shall include representation primarily from each of the following community groups:

A. Education and School Districts
B. Local Media  
C. Business and Chambers of Commerce  
D. Community and Faith based Communities  
E. Neighborhood and Community Organizations  
F. Racial and Ethnic minorities

SECTION V. Terms of Service: THAT the committee chairperson shall be appointed by the Mayor, and that the chairperson and committee members shall be appointed to serve for a term to continue through June 1, 2020, or earlier at the discretion of the City Council. The City Council may remove a member of the Complete Count Committee within the City Council’s discretion and replace with another appointee of the City Council’s choosing.

SECTION VI. Duties and Powers: THAT the Complete Count Committee shall be a working committee charged with the responsibility of planning and conducting local educational initiatives, as well as publicity and promotional activities to increase community participation in the Census. Activities may include, but are not limited to the following:

A. Handle the creation, printing and distribution of posters, flyers, handouts and printed material, in conjunction with City Staff, for use by the media and others.
B. Prepare materials for public service announcements on radio and television in conjunction with City Staff.
C. Speak at public forums and meetings, fraternal organizations, business organizations, and schools for the purpose of promoting and informing people of the census.
D. Collaborate with Complete Count Committees in surrounding communities to assist with regional promotional efforts.

SECTION VII. THAT the following individuals are hereby appointed as members of the Census 2020 Complete Count Committee:

________________________
________________________
________________________
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Packet Pg. 65
SECTION VIII. THAT the City Manager is directed to appoint staff liaisons to support the Complete Count Committee.

SECTION IX. THAT funding for this expenditure is available in the Planning and Community Development budget within the General Fund.

SECTION X. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Professional Services Agreement Between the City of Irving and Pacheco Koch Consulting Engineers, Inc., in the amount of $1,036,883.00, for the MacArthur Boulevard (Metker St. to Byron Nelson Way) Street Improvements Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.3 – Maintain the major thoroughfare network.

2. **Impact:** This project is a Road to the Future Project. This consulting contract will design the roadway reconstruction of MacArthur Boulevard from Metker Street to Byron Nelson Way.

3. This item was discussed at the January 30, 2019 Transportation and Natural Resources Committee Meeting.

4. MacArthur Blvd. is proposed to remain a four-lane divided roadway from Metker Street to Northgate Drive. It is also proposed to remain a six-lane divided roadway from Northgate Drive to Byron Nelson Way.

5. Requests for qualifications were solicited for the design project. Purchasing assigned RFQ#170D-18F for tracking purposes. Qualifications were received from 14 firms. Four were chosen to be interviewed. Pacheco Koch Consulting Engineers Inc. was determined to be the most highly qualified provider for design of the work solicited. Council approved and Authority to Negotiate on December 13, 2018 by RES-2018-455.

6. The Capital Improvement Program Department recommends selecting Pacheco Koch Consulting Engineers, Inc. for the following reasons:
   - They have a proven record with the City of Irving for the design of roadway paving and large diameter utility projects;
   - Their team did an exceptional job identifying several project opportunities;
   - They have recognized constraints with the existing right-of-way and flood plain conditions;
   - They possess exceptional experience in regard to paving, water and wastewater mains, drainage, structure, traffic control, and construction phasing; and
   - Pacheco Koch Consulting Engineers, Inc. has a strong reputation for performing this type of work.

7. Construction is anticipated to be funded within year four (FY20-21) of the Road to the Future Improvements Budget. The construction budget has been estimated at $11.6 million.

8. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%
9. Funding in the amount of $864,760.42 is available within the Street Improvement Bond Fund; funding in the amount of $149,311.15 is available within the Water Improvement Bond Fund; and funding in the amount of $22,811.43 is available within the Sanitary Sewer Bond Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

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<th>Contract Required:</th>
<th>Review Completed By:</th>
<th>Previous Action:</th>
<th>Council Action:</th>
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<tr>
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<td>Dean Roggia</td>
<td>RES-2018-455</td>
<td>Approved Authority to Negotiate</td>
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**Discretionary Contract Disclosure Form Required:** Yes

**Certificate of Interested Parties (Form 1295) Required:** Yes

**TGC 2270 Verification Form Required:** Yes

On December 13, 2018, the City Council approved an Authority to Negotiate for a Professional Services Agreement between the City of Irving and Pacheco Koch Consulting Engineers, Inc. for the design of the MacArthur Blvd. Street Improvements as part of the Road to the Future Project.

**ATTACHMENTS:**

- Agreement (PDF)
- Location Map (PDF)
- Discretionary Contract Disclosure Form MacArthur (PDF)
- TGC Form 2270 MacArthur (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

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</table>

Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Prepared: 1/30/2019 03:30 PM by Durenda Pena
Last Updated: 2/22/2019 10:01 AM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Professional Services Agreement between the City of Irving and Pacheco Koch Consulting Engineers, Inc., for the MacArthur Blvd. (Metker St. to Byron Nelson Way) Street Improvements Project in the amount $1,036,883.00, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for these services are available within the Street Improvement Bond Fund, Water Improvement Bond Fund and Sanitary Sewer Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT or CONTRACT is made and entered into this ___ day of ____________, 2019, by and between the City of Irving, Texas hereinafter called the OWNER, and Pacheco Koch Consulting Engineers, Inc. hereinafter called the ENGINEER.

RECITALS

WHEREAS, the OWNER intends to construct MacArthur Boulevard from Metker Street to Byron Nelson Way hereinafter referred to as the PROJECT.

WHEREAS, the OWNER desires to obtain engineering services in connection with the PROJECT.

WHEREAS, the ENGINEER is acceptable to the OWNER, and is willing to enter into an Agreement with the OWNER to perform such services; and

NOW, in consideration of the premises and mutual covenants contained herein, the OWNER and the ENGINEER agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF ENGINEER

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to furnish engineering design services in connection with the PROJECT as stated in Section II, and for having rendered such services, the OWNER agrees to pay to the ENGINEER compensation as stated in Section VI.

ENGINEER agrees to furnish engineering design services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
SECTION II
CHARACTER AND EXTENT OF SERVICES

The Basic Engineering Services to be rendered by ENGINEER are to be considered distinguishable from other services and shall be performed as required during the following phases of the PROJECT:

A. PRELIMINARY DESIGN PHASE
B. INTERMEDIATE DESIGN PHASE
C. FINAL DESIGN PHASE
D. CONSTRUCTION PHASE

In addition to the Basic Services, other services related to the PROJECT that may be included by specific authorization are identified herein as "E. ADDITIONAL SERVICES."

These various services that ENGINEER will perform are more fully described as follows:

A. PRELIMINARY DESIGN PHASE

1. If the OWNER determines that an alignment study is not necessary, attend preliminary conference with OWNER regarding the PROJECT.

2. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved with alternate solutions available to the OWNER. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the PROJECT and set forth clearly the ENGINEER's recommendations for any alternate designs.

3. Furnish the OWNER all necessary copies of the preliminary construction drawings and cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

4. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the ENGINEER and from existing "As-Built" plans provided by the City of Irving. Other utilities should be shown on the plans based on field information and surveys collected by the ENGINEER, utility locates requested by the ENGINEER, and any available "As-Built" plans that the ENGINEER can obtain from other utilities.

5. Depending on comments received from the OWNER’s review and field investigations, another set of preliminary phase construction drawings may be required.

6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.
7. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which, in the opinion of the ENGINEER, may be required for the proper execution of the PROJECT, and assist the OWNER in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the ENGINEER's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. ADDITIONAL SERVICES."

8. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any Subsurface Utility Engineering that will require the exact vertical and horizontal identification of any public utility that may be in conflict with the proposed design. Exposure of any buried utilities will be performed by the Engineer as a ADDITIONAL SERVICE upon authorization of the OWNER. Information from said exposure shall be depicted on the construction plans.

B. INTERMEDIATE DESIGN PHASE

1. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), signal sheet(s) at Northgate, illumination sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

2. Furnish the OWNER all necessary copies of the intermediate engineering review drawings and updated cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

3. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates.

4. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist OWNER with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.

5. Submit three (3) copies each of any necessary right-of-way or easement documents.
6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

C. FINAL DESIGN PHASE

1. Prepare final engineering review drawings that address all comments from the intermediate review.

2. Furnish the OWNER all necessary copies of the final engineering review drawings and updated cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

3. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates, but may be required to provide additional services at no cost to the OWNER if bids for the PROJECT exceed the fixed budget limit for the Construction Cost as provided in Section VI.

4. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

5. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

6. When required by the nature of the PROJECT, the ENGINEER shall provide necessary exhibits and attend a public meeting with the OWNER.

7. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER up to ten (10) additional copies of the construction drawings to be forwarded to the utility companies and Real Estate Services Division of the City’s Real Estate and Development Department.

8. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).
D. CONSTRUCTION PHASE

1. Prepare two (2) bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

2. Furnish to the OWNER all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.

3. ENGINEER will submit the project plans to the State of Texas for the TAS/ADA review, if required for the PROJECT. ENGINEER will prepare the application and make the submittal. The OWNER will provide a check for the fee based on the construction cost per the submittal requirements. ENGINEER will address comments from the review and revise plans if necessary.

4. Assist the OWNER in the advertisement of the PROJECT for competitive bids.

5. Assist the OWNER in the opening and tabulation of bids for construction of the PROJECT and recommend to the OWNER as to the proper action on all proposals received.

6. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

7. Attend a preconstruction meeting conducted by the OWNER.

8. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the PROJECT, one time only. This does not include construction staking.

9. Represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Construction Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction except as noted in the plans and specifications or the safety precautions incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Construction Contract Documents).

10. Attend weekly construction meetings (18-month construction duration assumed).
11. Consult and advise the OWNER and issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary.

12. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Construction Contract Documents, and assemble written guarantees which are required by the Construction Contract Documents.

13. Revise contract drawings (“As-Built” drawings) with the assistance of the Resident Project Representative to reflect available information as to how the work was constructed. Furnish a bond set of these revised drawings to the OWNER and provide an electronic copy of the drawing in AutoCAD (.DWG) format or in Drawing Exchange Format (.DXF). Retainage in the amount of twenty percent (20%) of the Construction Phase fee will be withheld subject to submittal of “As-Built” drawings.

14. ENGINEER shall perform such services expeditiously and shall return the “As-Built” documents within fifteen (15) calendar days of being authorized to proceed by OWNER. This time frame shall not, except for cause of force majeure, be exceeded by ENGINEER. ENGINEER shall pay OWNER the sum of $200.00 per calendar day for each and every calendar day of unexcused delay in performing its services within the time frame stated in this paragraph. Any sums due and payable hereunder by ENGINEER shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of damages because the harm caused by the breach is incapable or difficult of estimation due to the public nature of the work and the likely loss to be sustained by OWNER and the general public, estimated at or before the time of executing this Contract. During the Construction Phase, when OWNER reasonably believes that performance of ENGINEER’s services will be inexcusably delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due ENGINEER an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delay. If and when ENGINEER overcomes the delay in performance of ENGINEER’s services pursuant to the time stated in this paragraph, for which OWNER has withheld payment, OWNER may release to ENGINEER those funds withheld as liquidated damages.

E. ADDITIONAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER’s responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

1. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Irving.
2. Land surveys, establishment of boundaries and monuments, and related office computations and drafting.

3. Staking of the centerline of the proposed PROJECT for utility coordination. The ENGINEER or its surveyor shall stake the centerline throughout the extent of the PROJECT. The beginning and the end of the PROJECT shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire PROJECT, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

4. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated in Section VI. C. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition after construction is complete.Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.

5. Appearances before regulatory agencies.

6. Assistance to the OWNER as an expert witness in any litigation or claim, arising from, or in connection with, the PROJECT.

7. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the OWNER.

8. Detailed mill, shop, and/or laboratory inspection of materials or equipment.

9. Assist the OWNER in obtaining the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.

10. Travel required of the ENGINEER to perform these Additional Services in connection with the PROJECT.

11. Additional reports and Contract Documents in excess of fifteen (15) copies as required for the initiation, bidding, and administration of the PROJECT.

12. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
13. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

14. Revision of reports and Construction Contract Documents after specific approval by OWNER, as provided in Section VII.

15. Conceptual H&H Analysis and Engineering Report:
   a. Analyze existing MacArthur storm drain system to determine capacity and constraints.
   b. Conceptually size and analyze proposed MacArthur storm drain system with potential split flow or parallel system to be aligned on Rochelle with outfall to existing Embassy Channel
   c. Analyze proposed MacArthur storm drain system with downstream Embassy Channel improvements.
   d. Summarize each alternative in a conceptual engineering report.
   e. Prepare conceptual opinions of probable cost for each alternative.

16. Preparation of coordinated signal timing plans for the temporary signals.

SECTION III
AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the ENGINEER under this agreement without written authorization from the OWNER.

SECTION IV
PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the ENGINEER and shall remain in force until terminated under the provisions hereinafter provided in Section IX.

SECTION V
COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the PROJECT.
SECTION VI
THE ENGINEER’S COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay and the ENGINEER shall receive the compensation hereinafter set forth for the ALIGNMENT STUDY (if applicable), and PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES of the work and additionally for ADDITIONAL SERVICES that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER’s home office as identified in the work authorization.

"Construction Cost" as used herein is defined as the total or estimated PROJECT cost to the OWNER for the execution of the work authorized at one time and handled in each separate phase of engineering services, excluding fees or other cost for engineering and legal services, the cost of land, rights-of-way, legal, and administrative expenses; but including the direct cost to the OWNER of all construction contracts, items of construction, including labor, materials, and equipment required for the completed work (including extras), and the total value of PROJECT of all labor, materials, and equipment purchased or furnished directly by the OWNER for the PROJECT.

If a fixed budget limit for the Construction Cost has been established, the ENGINEER shall be permitted to make reasonable adjustments in the scope of the PROJECT and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the PROJECT shall be approved by the OWNER and documented in writing.

Should the lowest bona fide bid for construction of the PROJECT be in excess of $11,613,000, the OWNER may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating the PROJECT, (3) terminate the PROJECT and this Agreement in accordance herewith, or (4), request that the ENGINEER adjust the PROJECT scope or quality, or both, as required to reduce the Construction Cost. In the case of (4) the ENGINEER, without additional charge to the OWNER, shall consult with the OWNER and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications shall include splitting the PROJECT into multiple Construction Phases that will fall within budget constraints. The ENGINEER shall provide the services defined in Sections II.D. and II.E., as required, for each of the new phases created by splitting the PROJECT. Absent negligence on the part of the ENGINEER in making its estimates of probable Construction Cost, providing services as defined in Sections II.D. and II.E. shall be the limit of the ENGINEER's liability arising from the establishment of such fixed limitation of Construction Costs. The ENGINEER shall be entitled to compensation for all other services performed in accordance with this Agreement.

"Salary Cost" used herein is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation
insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

A. Compensation for the Basic Engineering Services (ALIGNMENT STUDY, and PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES) on the work covered by the PROJECT shall be hereinafter known as COMBINED BASIC CHARGE and shall not be increased without City Council approved resolution. This fee shall be the only amount due for Basic Engineering Services from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

Payment for the ALIGNMENT STUDY, if applicable, shall be due within thirty (30) days after submission and acceptance by the OWNER of the ALIGNMENT STUDY and any applicable reports, sketches, estimates, etc.

The PRELIMINARY DESIGN PHASE portion of the Basic Service shall be computed at thirty percent (30%) of the COMBINED BASIC CHARGE; the INTERMEDIATE DESIGN PHASE portion of the Basic Engineering Services shall be computed at thirty percent (30%) of the COMBINED BASIC CHARGE, the FINAL DESIGN PHASE portion of the Basic Service shall be computed at twenty percent (20%) of the COMBINED BASIC CHARGE; and the CONSTRUCTION PHASE portion of the Basic Engineering Service shall be computed at twenty percent (20%) of the COMBINED BASIC CHARGE.

Payment for the PRELIMINARY DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Preliminary Design drawings.

Payment for the INTERMEDIATE DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Intermediate Design drawings.

Payment for the FINAL DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Final Design drawings.

Payment for the CONSTRUCTION PHASE of the Basic Services shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates plus the actual value of all materials and equipment purchased or furnished directly by the OWNER for the PROJECT. Upon completion of all work authorized in the CONSTRUCTION PHASE, the ENGINEER will be paid the remainder of the charge for this phase.

B. Compensation for ADDITIONAL SERVICES not covered by the ALIGNMENT STUDY, and PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN and CONSTRUCTION PHASES of Basic Engineering Services provided hereinafore shall be as follows:
For all of ENGINEER's personnel time applied to the ADDITIONAL SERVICES, on an hourly basis per Engineer's established hourly rates included as Exhibit "A" to this AGREEMENT.

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses, invoice or internal office cost plus a ten percent (10%) service charge, provided that all reimbursable expenses shall meet the requirements of the attached City of Irving Consultant Reimbursement Guidelines, attached hereto as Exhibit "B", and the City shall be liable only for the lower cost determined from either this subsection or the Consultant Reimbursement Guidelines.

Payments to the ENGINEER for authorized ADDITIONAL SERVICES will be due monthly, upon presentation of monthly statements by the ENGINEER for such services.

C. It is agreed by both the OWNER and the ENGINEER that the fees paid under this "Agreement for Engineering Design Services" for each phase of engineering shall not exceed the following budgeted amounts without City Council approved resolution. This fee shall be the only amounts due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

ENGINEERING FEES:

Basic Engineering Services:
Preliminary Design, Intermediate Design,
Final Design, and Construction Phases
Combined Basic Charge: $869,603

Authorized Additional Services:
Design Surveying $91,300
Descriptive instruments for 4 parcels at $3,000 each: $12,000
Reestablish Control and Stake Centerline for Utility Coordination $6,620
Drainage Basin Analysis $27,740
Temporary Signal Timing Plans $12,900
Geotechnical Investigation & Pavement Design $16,720

BUDGETED TOTAL: $1,036,883

The BUDGETED TOTAL (including Basic Engineering Services, and Additional Services) is a maximum of $1,036,883 and shall not be exceeded without City Council approved resolution.

If the ENGINEER's services or PROJECT scope/budget are changed materially through no fault of the ENGINEER, compensation due to the ENGINEER may be equitably adjusted based on 7% of the increase in scope/cost of the construction bid award over the original construction budget and by specific written authorization of OWNER.
SECTION VII
REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and rework of reports, plans, specifications, and other documents during the formative stages as an orderly process in the development of the PROJECT to meet the needs of the OWNER shall be considered as part of the Basic Engineering Services. After a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involved extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the ENGINEER is put to labor or expense by delays imposed on him from causes not within its control, such as, but not limited to the re-advertisement of bids or by the delinquency or insolvency of Contractors, the ENGINEER shall be compensated for such extra expense which shall be considered as Additional Services, unless the revisions were required due to bids for construction of the PROJECT exceeding the fixed budget limit for the Construction Cost per Section VI.

SECTION VIII
OWNERSHIP OF DOCUMENTS

The OWNER shall have unlimited right for the benefit of the OWNER for use in future projects to all drawings, designs, specifications, ENGINEER's designs and structures, notes and other pertinent consultant-engineer work procured in the performance of this AGREEMENT or in contemplation thereof, and all as-built drawings produced after completion of the PROJECT work, if any, including the right to use same on any other OWNER work without additional cost to the OWNER. Any use of the aforementioned documents for future projects shall be without use of ENGINEER's name or registration seal and without any liability to the ENGINEER, its agents, employees, subcontractors and consultants. In the event this PROJECT is terminated at any point, plans, drawings, structural designs, specifications and other pertinent consultant-engineer work shall become the property of the OWNER.

SECTION IX
TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other party thirty (30) days notice in writing. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall discontinue all services in connection with the performance of the AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the AGREEMENT. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under the AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT is terminated, but subject to the restrictions as to their use, as set forth in Section VIII.
If the AGREEMENT is terminated because of a material breach of this AGREEMENT by the ENGINEER, the OWNER may have the remaining work and services to be performed by the ENGINEER performed by another, and the ENGINEER shall be liable to the OWNER for any additional costs over the contract amount accrued by the OWNER associated with the breach of AGREEMENT.

SECTION X
SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds itself and its successors, executors, administrators and assigns to any other party of the AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XI
SPECIAL CONDITIONS

SPECIAL CONDITIONS CONTAINED IN "AUTHORIZATION OF SERVICES" ISSUED BY OWNER AND ACCEPTED BY ENGINEER WITH SPECIFIC REFERENCE TO THIS AGREEMENT SHALL BECOME A PART HEREOF:

1. ADDITIONAL SERVICES shall be authorized only by the City Engineer or his duly authorized designee for this AGREEMENT.

2. The total budgeted fee shall not be exceeded without specific authorization by the City Council.

3. ENGINEER shall abide by the City of Irving Consultant Reimbursement Guidelines attached hereto and incorporated herein as Exhibit “B”.
SECTION XII
TIME OF COMPLETION

The prompt completion of this PROJECT is critical and time is of the essence. Unnecessary delays to the PROJECT shall be grounds for dismissal of the ENGINEER and the termination of this contract without any or further liability to the OWNER other than a prorated payment for necessary and timely work done on the PROJECT to the time of termination. ENGINEER proposes to complete the PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, and FINAL DESIGN PHASE for the entire PROJECT within 480 calendar days of the date of the City Council resolution approving the AGREEMENT. This time frame, shall not, except for cause, be exceeded by ENGINEER.

ENGINEER shall pay OWNER the sum of $200.00 per calendar day for each and every calendar day of unexcused delay in performing its services within the time frame stated in this Section. Any sums due and payable hereunder by ENGINEER shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of damages because the harm caused by the breach is incapable or difficult of estimation due to the public nature of the work and the likely loss to be sustained by OWNER and the general public, estimated at or before the time of executing this Contract.

During the Final Design Phase, when OWNER reasonably believes that performance of ENGINEER's services will be inexcusably delayed, OWNER shall be entitled, but not required, to withhold from any amounts otherwise due ENGINEER an amount then believed by OWNER to be adequate to recover liquidated damages applicable to such delay. If and when ENGINEER overcomes the delay in performance of ENGINEER's services pursuant to the time stated in this Section, for which OWNER has withheld payment, OWNER may release to ENGINEER those funds withheld as liquidated damages.

SECTION XIII
PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of design under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT, including contractual liability under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.
SECTION XIV
OWNER INDEMNIFIED

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from an error, omission or for failure by the ENGINEER or the ENGINEER’s agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER’s agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER’s liability.

SECTION XV
GENERAL INSURANCE

The ENGINEER shall have $1,000,000.00 CSL of Automobile Liability Insurance coverage; Statutory Workers’ Compensation as required by the Texas Labor Code; $100,000 per accident, $300,000 per disease, and $100,000 per occupational disease per employee of Employer’s Liability Insurance; and $2,000,000 per occurrence with a $2,000,000.00 aggregate policy limit per PROJECT of Commercial General Liability Insurance with a CG2503. In lieu of the $2,000,000.00 Commercial General Liability Insurance and the CG2503, the ENGINEER and OWNER may mutually agree to OWNER’s and Contractors Protective Liability Coverage.

The OWNER, City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the professional and general insurance coverage listed in this CONTRACT, excluding Workers’ Compensation and Employers’ Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER’s activities as required by this CONTRACT. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.
SECTION XVI
ENGINEER'S SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the OWNER.

SECTION XVII
VENUE

Venue for all purposes shall be exclusively in Dallas County, Texas.

SECTION XVIII
CHOICE OF STATE

This AGREEMENT shall be governed by the law of the State of Texas.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its MAYOR (thereunto duly authorized) this ___ day of ________________, 2019.

OWNER:
CITY OF IRVING, TEXAS

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen,
City Attorney

ENGINEER:
PACHECO KOCH CONSULTING ENGINEERS, INC.

Mark A. Pacheco, P.E., R.P.L.S., President

ATTEST:

Brian O'Neill, P.E., CFM, Principal
EXHIBIT ‘A’

SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

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<td>Project Manager</td>
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<tr>
<td>Expert Witness Testimony</td>
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Survey Field Crew (1-person) ... $100.00/Hr.
Survey Field Crew (2-person) ... $150.00/Hr.
Survey Field Crew (3-person) ... $210.00/Hr.
Survey Field Crew (4-person) ... $270.00/Hr.
Survey Scanner Crew (1-person)... $180.00/Hr.
Survey Scanner Crew (2-person)... $225.00/Hr.
Survey Scanner Crew (3-person)... $310.00/Hr.

rev. 12/2018
EXHIBIT B
CITY OF IRVING
CONSULTANT REIMBURSEMENT GUIDELINES

This policy has been established to provide uniform guidelines for proper, complete and timely reimbursement of reasonable business and travel expenses incurred by consultants engaged by the City of Irving.

NON COMPLIANCE

Failure to comply with this policy will result in disallowance of the requested reimbursement.

EXPENSE REPORTING

Itemized expense reports must be submitted with the request for reimbursement. The expense report should include, at a minimum, the date, amount and purpose for the expenditure.

Receipts are required for all travel-related expenses regardless of the amount, including lodging, meals, transportation and qualified miscellaneous expenses. If a receipt is unavailable, a written explanation for the expenditure is required.

Use of the IRS standard per diem rate, in lieu of itemizing expenses, is allowed.

TRAVEL

LOCAL TRAVEL

There will be no reimbursement for the consultant’s local travel if consultant’s offices are located in or within 75 miles of Irving.

OUT OF TOWN TRAVEL

A. Transportation – City will reimburse Consultant’s travel at economy/tourist or full fare coach class when engaged in work-related travel on behalf of the City.

1. Air Travel – The goal is to book flights with consideration given to travel time, convenience to the traveler and cost effectiveness without interfering with the business purpose of the travel.
   a. Travelers are not expected to fly at unusual times or make flight connections to qualify for discounted fares.
   b. Air travel shall be coach class using the lowest available fare.
   c. If a substantially reduced airfare is available with a Saturday night stay, the City will cover additional hotel and meal expenses provided these expenses do not exceed the airfare savings. To be covered for the additional day’s expenses, the traveler must attach a copy of the airfare quotation to the expense report.
   d. The City will not be responsible for the cost of additional flight insurance.
e. Any change in flight plans before or during the trip that increases the cost must be documented and substantiated.

2. Ground Transportation
   a. Airport parking may be at the short-term lot for a period up to 24 hours. Longer times will be reimbursed at the long-term lot rate.
   b. As an alternative to airport parking, a shared-ride shuttle service may be used.
   c. Use of a personal automobile in lieu of air travel is allowed. The traveler will be reimbursed for mileage at the currently allowable rate or the least expensive airfare, whichever is the least amount. The airfare quote must be documented with the expense report. Incidental expenses associated with automobile travel, other than taxi and airport parking, will not be included in the calculation of the lower cost. However, the incidentals will be reimbursed in addition to mileage up to the air travel cost.
   d. Taxi fares and shuttles at the destination are reimbursable only if required for business purposes.
   e. The City will reimburse rental of mid-size or full-size vehicles but not luxury class vehicles.

B. Lodging – Consultants representing the City should secure accommodations in business class hotels. For example, Sheraton, D/FW Marriott, Westin, etc. Local lodging must be secured in a hotel located within the City of Irving. There will be no reimbursement for consultant’s local lodging if consultant’s offices are located in or within 75 miles of Irving.

C. Meals – The City will reimburse for reasonable meal expense up to $25 per meal. All meals, regardless of cost, must be documented with receipts. There will be no reimbursement for the consultant’s meals if consultant’s offices are located in or within 75 miles of Irving.

D. Miscellaneous Expenses – The City will not reimburse for charges listed as miscellaneous. All expenses must be identified and backup documentation must be provided upon request.

1. Reasonable tips for luggage, housekeeping, hotel shuttles, etc. are allowable business expenses, including overweight baggage fees associated with City materials.
2. Costs for personal expenses such as, but not limited to, movies, laundry, pain medication, writing instruments and materials, personal hygiene products, reading materials, etc. are not reimbursable.
3. Expenses associated with obtaining a passport for foreign travel are not reimbursable.
4. Spouse or companion travel is not reimbursable.
BUSINESS EXPENSES

A. **Computer Research** – The City will reimburse for actual cost, unless a reasonable markup is agreed upon at inception of contract.

B. **Incidental Charges** – The City will reimburse for actual cost of reasonable incidental charges exclusive of markup for delivery charges, fax, reproduction, long distance telephone calls, postage and similar charges. However, backup documentation must be provided. Disbursements for regular intra-office copying are not considered compensable.

BILLING/INVOICES

A. **Billed Hours** – All invoices for work shall state the specific number of hours spent and the hourly rate of consultant and the task performed in sufficient detail to permit review of the time charged.

B. **Billing Time** – The City will not pay for hourly time worked by consultants for preparing invoices, gathering receipts or documentation, or researching questions regarding invoices sent to the City.

C. **Invoices** – Invoices for services rendered shall include all backup documentation in sufficient detail to permit review.
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark A. Pacheco of Pacheco Koch Consulting Engineers, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pacheco Koch Consulting Engineers, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of February, A.D. 2019

[Stamp]

KRYSTIA-MARIE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
October 19, 2019

My Commission Expires:

October 19, 2019
LOCATION MAP
N MACARTHUR BOULEVARD
ROADWAY DESIGN

N MacArthur Boulevard
from Metker Street to Byron Nelson Way
and Offsite Stormwater
from Metker Street to Embassy Channel
via W Rochelle Road

Prepared for the
City of Irving

KEY TO FEATURES
ROADWAY
OFFSITE STORM

DATUM
NAD83 Texas State Plane
North Central Zone FIPS 4202
NAVD 88

NOTES
BACKGROUND IMAGE FROM
ESRI AERIALS

DATUM
NAD83 Texas State Plane
North Central Zone FIPS 4202
NAVD 88

NOTES
BACKGROUND IMAGE FROM
ESRI AERIALS
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT
A. Project Description: MacArthur Blvd. (Melterk St. to Byron Nelson Way) Street Improvements

B. RFP or RFQ, Number and Date of Issuance: RFQ #1700-18F

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT
A. Individual Parties to the Contract
   (Includes all natural persons who are parties, partners or subcontractors of the contract)

   Name: Not Applicable
   Address: __________________________ City: ____________ Zip: ____________
   Email: __________________________ Telephone: ____________

   Name: __________________________
   Address: __________________________ City: ____________ Zip: ____________
   Email: __________________________ Telephone: ____________

   Name: __________________________
   Address: __________________________ City: ____________ Zip: ____________
   Email: __________________________ Telephone: ____________

B. Entity Parties to the Discretionary Contract
   (Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

   Name: Pacheco Koch Consulting Engineers, Inc.
   Officer, Agent or other Contact: Mark A. Pacheco, PE, RPLS
   Address: 6100 Western Place, Suite 1001
   City: Fort Worth Zip: 76107
   Email: mpacheco@pkce.com Telephone: 817.412.7155
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name & Title: Mark A. Pacheco, P.E., R.P.L.S. - President

Company Name: Pacheco Koch Consulting Engineers, Inc.

Date Signed: February 21, 2019

NOTARIZATION

THE STATE OF TEXAS )
COUNTY OF DALLAS )

BEFORE ME, the undersigned notary public on this day personally appeared Mark A. Pacheco, P.E., R.P.L.S., on behalf of Pacheco Koch Consulting Engineers, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 21 day of February, 2019.

[Krysta Marie Rodriguez]
Notary Public in and for the State of Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #170D-18F

LSR #_________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: No Applicable

Officer, Agent or other Contact: 
Address: 
City: 
Zip: 

Email: 
Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

Name: 

Officer, Agent or other Contact: 
Address: 
City: 
Zip: 

Email: 
Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

Name: 

Officer, Agent or other Contact: 
Address: 
City: 
Zip: 

Email: 
Telephone: 

☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[Signature]

Date: February 21, 2019

Individual, Officer, Employee or Agent

Printed Name: Mark A. Pacheco, PE, RPLS

Position: President
Resolution -- Awarding a Contract to Northstar Construction, LLC, in the Amount of $3,654,094.00 for the Rock Island Road Bike and Pedestrian Facility Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program. It supports Strategic Objective 4.5 – Implement enhancements to cultural and recreational facilities.

2. **Impact:** This project will add 2.4 miles of pedestrian trail from Irby Road west to the West Irving Trinity Railway Express Station (TRE). It will provide a major east-west pedestrian route from west Irving to downtown and be one of Irving’s segments in the Ft. Worth to Dallas trail system. The project will also satisfy the environmental impact of the elevated TRE rail line project.

3. **This item was presented to the Transportation and Natural Resources Committee on August 1, 2018 and again on January 30, 2019. It was also presented to the Parks and Recreation Board on August 13, 2018.**

4. The project is partially funded through a $1.8 million dollar grant from the Transportation Enhancement Program and $1.2 million dollar grant from the Congestion Mitigation Air Quality Improvement Program. These are reimbursable, Federal funded programs and administered through the Texas Department of Transportation. The remaining amount of $654,094.00 will be funded by the City of Irving.

5. Bids were received from 4 bidders. Northstar Construction, LLC, submitted the lowest responsive responsible base bid of $2,907,777.00.

6. It is recommended to award Alternate Bid item 1 ($746,317.00) for the pedestrian lighting of the trail. Inclusion of Alternate Bid item 1 will bring the total recommended award to $3,654,094.00, which would be $559,728.00 (13%) below the overall project estimate of $4,213,822.00

7. Minority- and/or Women-owned Business (M/WBE) participation in this award is 6%.

8. Funding in the amount of $3,000,000.00 is available in the Non-Bond CIP Fund and funding in the amount of $654,094.00 is available in the Park Improvement Bond Fund.

**Recommendation**

The resolution be approved.
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments:
Bid notices were sent to 1,408 contractors. Of those, 650 were M/WBE.
On December 7, 2018, bids were received for the Rock Island Road Bike and Pedestrian Facility Project. Purchasing has assigned ITB # 028D-19F for tracking purposes. The following is a tabulation of the bids received:

The following is a tabulation of the bids received:

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<tr>
<th>Bidder</th>
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<td>North Rock Construction, LLC</td>
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<td>Austin Filter Systems, Inc.</td>
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ATTACHMENTS:
Rock Island Road Area Plan (PDF)
Recommendation (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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P0212863
Budget Transfer Required: No

REVISION INFORMATION:
Prepared: 1/2/2019 02:54 PM by Durenda Pena
Last Updated: 2/7/2019 02:33 PM by Durenda Pena
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Northstar Construction, LLC, in the amount of $3,654,094.00 for the Rock Island Road Bike and Pedestrian Facility Project and authorizes the Mayor, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available within the Non-Bond CIP Fund and in the Park Improvement Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

_________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
MEMO
February 6, 2019

To: William L. Hale, P.E., Chief Engineer
Through: C. Michael Lee, P.E., Director of Engineering & Safety Operations
From: Gina E. Gallegos, P.E., Construction Division Director
Subject: Award of a Local Government Project, Dallas County

Control: 0918-47-099
Project: STP 2014(094)TE
Highway: CS
Dallas County

The above referenced project has been reviewed. The City of Irving and the Dallas District recommend awarding the contract to North Star Construction, LLC. The total amount of the low bid was $3,654,094.00, which is 13.28 percent below the engineer’s estimate of $4,213,822.22. There are no State funds dedicated to this project. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City of Irving is responsible for any overruns above the maximum authorized federal amount.

There are two alternates in this project.

Attached are the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

We request your concurrence in the award of this project. If you have any questions, please call Jesse A. Lineberger at 512/416-2491.

Concur with recommendation to award.
Resolution -- Authorizing an Award to Weatherproofing Services, in the Total Estimated Amount of $237,554.00 for the Former Central Library Exterior Waterproofing and Window Sealing Project, through the Choice Partners Purchasing Cooperative, a Division of Harris County Department of Education

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department. It supports Strategic Objective 2.5 – Support Strategic Investments in City Facilities.

2. Impact: This project consists of exterior waterproofing and window sealing at the former Central Library to prevent infiltration of water which is causing damage to the facility. This will assist with avoiding costly structure repairs and unsafe conditions.

3. This item will be discussed at the February 27, 2019 Transportation and Natural Resources Committee.

4. This project utilizes Choice Partners Cooperative Contract #17/038CG-16, which expires on October 17, 2019.

5. Repairs to the existing Exterior Insulation Finish System are necessary on the east side exterior wall. Water infiltration to the wall system has caused deterioration.

6. The structure will be inspected for cracks, crevices and expansion joints in need of repair to prevent water penetration.

7. The entire exterior façade will be sealed with a colored, acrylic, waterproof coating. All exterior windows of the facility will have existing window seals removed and reapplied with a silicon and urethane sealant to repair moisture intrusion at the windows.

8. Minority- and/or Women-owned Business (M/WBE) participation in this award is 100%.

9. Funding in the amount of $237,554.00 is available within the City Building Improvement Bond Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: N/A
Previous Action: N/A  Council Action: N/A

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes
Comments:
The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Harris County Department of Education, who sponsors the Choice Partners Purchasing Cooperative on July 11, 2013. This purchase under Choice Partners contract #17/038CG-16 which expires on October 17, 2019 meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures and has been determined to offer pricing that is reasonable and within budget.

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Actual</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4030-2212-71101-909059</td>
<td>$237,554.00</td>
<td>$237,554.00</td>
</tr>
<tr>
<td>P0213230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212863</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget Transfer Required: No

REVISION INFORMATION:

Prepared: 2/13/2019 06:16 PM by Durenda Pena
Last Updated: 2/22/2019 10:33 AM by Dean James Roggia
WHEREAS, the City of Irving is authorized, pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Harris County Department of Education, who sponsors the Choice Partners Purchasing Cooperative on July 11, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING:

SECTION I. THAT the City Council hereby authorizes an award to Weatherproofing Services in the total estimated amount of $237,554.00 for the former Central Library Exterior Waterproofing and Window Sealing Project, utilizing Choice Partners Contract No. 17/038CG-16, and authorizes the Mayor, upon receipt of all necessary documents from said company and approval by the City Attorney’s Office, to execute any necessary contract.

SECTION II. THAT funding for this expenditure is available in the City Building Improvement Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving an Agreement with the Irving Convention Center for the Transportation Investment Summit to be Held on September 12-13, 2019, in the Total Estimated Amount of $60,000.00

Administrative Comments
1. This item is recommended by the Traffic and Transportation Department.
2. **Impact:** This Agreement will provide a location to host the Transportation Investment Summit to be held on September 12-13, 2019.
3. **This item will be discussed at the Transportation and Natural Resources Committee on February 27, 2019.**
4. Funding in the amount of $60,000.00 is available in the Traffic and Transportation budget within the General Fund.

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes  
- **Review Completed By:** Christina N. Weber
- **Previous Action:** Same Vendor  
- **Council Action:** Council Approval
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- **TGC 2270 Verification Form Required:** Yes

**ATTACHMENTS:**

- Transportation 9-12-19  (PDF)
- Transportation 9-12-19 #553651 Form TGC 2270  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget: $60,000.00</th>
<th>Actual: $60,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-2103-561530-950</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVISION INFORMATION:**

Prepared: 1/30/2019 04:16 PM by Lori Sutton
Last Updated: 2/19/2019 09:34 AM by Lori Sutton
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Reservation Agreement between the City of Irving and the Irving Convention Center for the Transportation Investment Summit to be held on September 12-13, 2019, in the total estimated amount of $60,000.00, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available in the Transportation Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
IRVING CONVENTION CENTER at LAS COLINAS/SMG
RESERVATION AGREEMENT FOR THE CITY OF IRVING - FUNCTIONS/EVENTS

THIS RESERVATION AGREEMENT (together with the Standard Terms and Conditions that are attached hereto, collectively the “Agreement”) is entered into as of the 1st day of March, 2019, by and between SMG, a Pennsylvania general partnership, with an address at 300 Conshohocken St. Rd. Suite770, West Conshohocken, PA 19428 (“SMG”), and the City of Irving, (the “Department”):

<table>
<thead>
<tr>
<th>Name of responsible employee and department</th>
<th>Address and telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Irving</td>
<td>825 W. Irving Blvd., Irving, TX  75060</td>
</tr>
<tr>
<td>Irving Transportation Investment Summit</td>
<td>Contact: Melissa Baker</td>
</tr>
<tr>
<td></td>
<td>972.721.4846</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:mebaker@cityofirving.org">mebaker@cityofirving.org</a></td>
</tr>
<tr>
<td></td>
<td>Copy: Christina Rojas Vela</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:christina@taylorcollective.com">christina@taylorcollective.com</a></td>
</tr>
</tbody>
</table>

BACKGROUND: SMG is a party to a certain management agreement (the “Management Agreement”) dated as of February 22, 2007, with the City of Irving, Texas (the “Owner”), whereby SMG has been retained to act as Owner’s managing agent with respect to a facility that is commonly known as the Irving Convention Center at Las Colinas (the “Facility”), that is located at 500 West Las Colinas Boulevard, Irving, Texas, 75039 and that is owned by Owner. The City desires to use a portion of the Facility, as set forth below, for the purposes stated herein. Pursuant to the Management Agreement, SMG has the express authority to enter into agreements on Owner’s behalf relating to the use of the Facility. Accordingly, this Agreement acknowledges a reservation to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

AGREEMENT: NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Use of the Facility.** SMG hereby grants to Department, upon the terms and conditions hereinafter expressed, a reservation to use the following areas of the Facility (the “Authorized Areas”) during the dates, and for the sole purpose of the event (the “Event”), that are indicated:

<table>
<thead>
<tr>
<th>Authorized Areas</th>
<th>Day</th>
<th>Event Date</th>
<th>Time</th>
<th>Room Purpose</th>
<th>Room Set</th>
<th>Estimated Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Ballroom – Total, Level 4 Prefunction</td>
<td>Thursday</td>
<td>September 12, 2019</td>
<td>7:00am-11:30pm</td>
<td>General Session/ Meeting</td>
<td>Rounds of 10</td>
<td>250</td>
</tr>
<tr>
<td>Grand Ballroom – Total, Level 4 Prefunction</td>
<td>Friday</td>
<td>September 13, 2019</td>
<td>7:00am-11:30pm</td>
<td>General Session/ Meeting</td>
<td>Rounds of 10</td>
<td>250</td>
</tr>
</tbody>
</table>

- including all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances to the Authorized Areas. If Department desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times indicated, then Department must: (a) obtain SMG’s prior written permission to do so; (b) reimburse SMG for its costs in connection therewith; and (c) pay an additional, reasonable fee. SMG shall furnish, without additional costs to Department, normal heat or air conditioning during the Event, overhead lighting, use of restrooms facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets.

2. **Condition of Facility.** SMG shall deliver the Authorized Areas to Department in compliance with any agreed-upon set up requirements. Otherwise, Department accepts the Facility in its condition on the Event commencement date. The Department hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Department’s own determination and judgment. SMG shall have the right to use or permit the use of any portion of the Facility not reserved to Department under this Agreement to any person or entity regardless of the nature of the use of such other space.

3. **Fee and Service Expenses.** In lieu of a License Fee, Department shall adhere to a food and beverage minimum of $24,500.00. City of Irving receives a discount of 10% off of published menu prices. *A 23% administrative charge does not apply toward achievement of the food and beverage minimum.* Payment of food and beverage minimum shall be according to the following schedule:

<table>
<thead>
<tr>
<th>Payable</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,250.00</td>
<td><em>due at signing of Agreement</em></td>
</tr>
<tr>
<td>$12,250.00</td>
<td>August 12, 2019 ~ one month prior to start of Event</td>
</tr>
</tbody>
</table>

In addition, within thirty (30) days after receiving an invoice therefore (based upon estimated or actual costs), Department shall reimburse SMG a commercially reasonable amount, but in no event less than SMG’s actual costs, for any of the following services that are required for the Event (collectively, the “Services”): ticket,takers, ushers, door guards, and supervisors; medical services for Event attendees, which services shall include Emergency Medical Technicians and supervisors; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in Authorized Areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by SMG at the request of Department. If Department fails to pay any amounts due under this Agreement, then Department shall pay to SMG a late charge of 1.5% per month on the unpaid balance.

Department Initials

SMG Initials
4. **Parking.** Non-exclusive parking in ICC-controlled areas is included in the License Fee for this Event.

5. **Due Date.** This signed Agreement and deposit are due back to SMG no later than **March 15, 2019**.

BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO SMG, DEPARTMENT IS MERELY MAKING AN OFFER TO SMG TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE PARTIES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT. Until SMG executes and delivers this Agreement, any advance payment that SMG deposits shall be held in trust for Department and shall be refunded to Department if the Agreement is not accepted by SMG. DEPARTMENT MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY SMG’S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL SMG EXECUTES AND DELIVERS THIS AGREEMENT.

**City of Irving**

**SMG, as agent for the City of Irving, Texas, Owner- Irving Convention Center at Las Colinas**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name, Title: Richard H. Stopfer, Mayor</th>
<th>Name, Title: Tom Meehan, General Manager</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
</table>

**RESERVATION AGREEMENT – STANDARD TERMS AND CONDITIONS**

A. **Set Up; Use of Facility.** At least thirty (30) days prior to the Event (or such shorter period agreed to by SMG), Department shall give SMG written notice of any room or hall set-up(s), staging, and Event personnel requirements. Department shall conduct business in the Facility in conformity with: (1) SMG’s “General Rules and Regulations,” a copy of which shall be provided to Department upon request; and (2) all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws, including, without limitation, fire and safety rules; the Americans with Disabilities Act (the “ADA”); environmental and hazardous materials laws; Title VI and Title VII of the Civil Rights Act of 1964, as amended; and intellectual property law and rights of others (collectively, the “Laws”). Department shall be responsible for any violations of the ADA, including, without limitation, those that arise from Department’s configuration of the seating areas or modification of other portions of the Facility in order to accommodate Department’s usage. Department shall not make any alterations to the Facility without the prior written consent of SMG. Representatives of SMG and Owner may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. All food and beverage services and concessions are reserved exclusively to SMG and its designees. SMG and its designees shall have the sole right to sell, give away and/or dispense food and beverages (including liquor) in the Facility and the Authorized Areas. SMG shall have the sole right to sell, give away and/or dispense alcoholic beverages at the一会堂 and the Authorized Areas.

B. **Responsibility for Losses during Event.** This Agreement signed on behalf of the City of Irving, Texas, is subject to all the provisions of Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Department acknowledges the terms of the Management Agreement between the City of Irving and SMG dated June 28, 2007, and section 14.1 in particular. This Reservation Agreement shall not modify, alter or amend any provisions of the Management Agreement.

C. **Remedies.** If Department cancels the Event, then SMG may retain the Fee as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not otherwise be calculated. If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses, including attorneys’ fees, the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other laws. Either party may terminate this Agreement immediately upon the occurrence of material breach by the other party which is not cured within five (5) days after receiving written notice of such breach.

D. **Restrictions.** Without SMG’s prior written consent, Department shall not take, or permit to be taken, any of the following actions: (1) advertise, paint, post, or exhibit signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility; (2) broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement; (3) cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility; and/or (4) block or obstruct any passageway or exit in any manner whatsoever, or, while the Facility is in use, lock, block or bolt any exit door or any exit.

E. **Miscellaneous.** This Agreement shall be governed by the substantive laws of State of Texas, without giving effect to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the Facility or the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Department may not assign its rights under this Agreement without SMG’s prior written consent. SMG and Department shall each be and remain an independent contractor (and not partners) with respect to all rights and obligations arising under this Agreement. Department shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event.

F. **Limitations on SMG’s Obligations.** If the Facility is damaged by any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of SMG, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or, either, as granted in this Agreement, then SMG and Owner are hereby released by Department from any damage so caused thereby. Because the Facility is publicly owned, Owner retains the right, under the State of Texas, to decline to provide funding for the operation of the Facility in the sole discretion of Owner. If such non-funding renders performance of this Agreement impracticable, then the obligation of SMG to provide services under this Agreement shall be proportionately reduced so as to make it practicable.
Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this Agreement and SMG and Owner will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this Agreement.
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:  

Tom Meehan, General Manager

Company Name: SMG/Irving Convention Center

Date Signed: 2/19/19

NOTARIZATION

THE STATE OF Texas
COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared Tom Meehan, on behalf of SMG/Irving Convention Center (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 19 day of Feb., 2019

CAROL STODDARD
ID #124909430
My Commission Expires April 29, 2020
NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

LSR #:  

Packet Pg. 109
Resolution -- Approving an Interlocal Agreement Between the Dallas County Community College District (DCCCD) and the City of Irving for the Purpose of Providing a Venue at the DART Station - North Lake College Station Park and Ride Located at 1770 West Walnut Hill Lane, for the City of Irving’s 8th Annual Bicycle Fest to be Held on Saturday, April 13, 2019

Administrative Comments
1. This item is recommended by the Traffic and Transportation Department.
2. Impact: This agreement between the Dallas County Community College District (DCCCD) and the City of Irving will provide a venue at North Lake College located at 1770 West Walnut Hill Lane, for the 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019. Irving’s annual event is designed to educate the public about bicycle safety.
3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.
4. No funding is required.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: Yes  Review Completed By: Christina N. Weber
Previous Action: N/A  Council Action: N/A
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No

ATTACHMENTS:
NLC - Irving ILA 2019 BikeFest  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Budget: $0  Actual: $0

Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:
Prepared:  1/30/2019 04:42 PM by Emily Asbury
Last Updated:  2/19/2019 02:39 PM by Emily Asbury
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Interlocal Agreement between the City of Irving and Dallas County Community College District (DCCCD), whereby North Lake College located at 1770 West Walnut Hill Lane, will serve as the event venue for Irving’s 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019, and the Mayor is authorized to execute said agreement.

SECTION II. THAT no funding is required to participate in this Program.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
INTERLOCAL AGREEMENT BETWEEN
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
CITY OF IRVING

This AGREEMENT is made and entered into by and between the Dallas County Community College District (“DCCCD”) a Texas political subdivision of higher education on behalf of North Lake College (“College”) and the City of Irving for the purpose of providing a venue for the City of Irving’s 9th Annual Bicycle Fest. The College and the City of Irving may hereafter be individually referred to as “Party” and collectively as “Parties.” For and in consideration of the mutual promises contained herein, the Parties enter into this under the following terms and conditions:

1. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:

A. The purpose of this Agreement is to allow the City of Irving to hold its 8th Annual Bicycle Fest on a parking lot owned by the DCCCD. There will be various events as well as craft and food vendors with approximately 1,000 estimated attendees.

B. Duties of College.

   (1). North Lake College Police will coordinate activities and safety led by the City of Irving Police and Fire.

C. Duties of the Other Party. The City of Irving shall:

   (1). Be in charge of setting up and removing portable toilets.

   (2). Hire rental company to deliver tables, chairs and tent for vendor use.

   (3). Set up DART North Lake Station Parking Lot for event.

   (4). Tear down event afterward and remove their tables, chairs and tent.

   (5). Together with NLC Police arrange for parking and coordinate activities
and safety.

D. Neither party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use or rights are granted or implied.

E. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this Agreement without a written amendment to this Agreement. Since this is a standardized Agreement, any changes to this Agreement are subject to the approval of the DCCCD Legal Department.

F. Neither party may incur any debt, obligation expense, or liability of any kind against the other without the other’s express written approval.

2. Term: Subject to prior termination or revocation of this Agreement as provided in section 3 of this Agreement, the initial term shall be in full force and effect beginning on Friday April 12, 2019 and ending on Saturday April 13, 2019.

3. Right of Revocation: Either party may terminate this Agreement on 30 calendar days’ written notice to the other party. Termination may also occur if one of the parties breaches this Agreement. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party’s duties, or the occurrence of a conflict of interest between the parties. If a party breaches this Agreement, the non-breaching party shall give written notice to the breaching party describing the nature of the breach and, to the extent such breach is curable, give the breaching party thirty-(30) calendar days to cure the breach. If at the end of this thirty-30-day period the breach has not been cured, this Agreement shall terminate. The failure of either party to declare a default at the time of the defaulting event shall not act as a waiver to declare a default at a later date.

4. Assignment: Neither party may assign their interest in this Agreement without the written permission of the other party.

5. Indemnification: To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

6. **Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

7. **Governing Law and Venue:** This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each party to this Agreement:

   A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this Agreement;
   B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
   C. Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

8. **Parol Evidence and Status of Agreement:** This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

9. **Miscellaneous Provisions:**

   A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
   B. Under no circumstances shall either party be deemed an employee of the other.
   C. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations.

10. **Notice:** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

    **Dallas County Community College District**

    To:  **Tiska Thomas**
Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

11. **Nondiscrimination:** Parties to this Agreement shall not discriminate in this Event on the basis of race, color, gender, national origin, disability, sexual orientation, gender expression, religion, age, or any other basis prohibited by law.

12. **Interlocal Agreement:** The Parties to this Agreement are performing governmental functions pursuant to Texas Government Code Chapter 791. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

13. **Signatory Clause:** The individuals executing this Agreement on behalf of North Lake College and the City of Irving acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement and the attachments and/or exhibits hereto. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.
EXECUTED in duplicate original counterparts effective upon the date indicated above.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: Dr. Christa Slejko, President
    North Lake College

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By: Rick Stopfer, Mayor
    City of Irving, Texas

CITY OF IRVING
Resolution -- Approving a Parking License and Access Agreement Between the Dallas Area Rapid Transit ("DART") and the City of Irving for the Purpose of Providing a Venue at the DART Station - North Lake College Station Park and Ride Located at 1770 West Walnut Hill Lane, for the City of Irving's 8th Annual Bicycle Fest to be Held on Saturday, April 13, 2019

Administrative Comments

1. This item is recommended by the Traffic and Transportation Department.

2. **Impact:** This agreement between the Dallas Area Rapid Transit (DART) and the City of Irving will provide a venue at North Lake College located at the DART Station - North Lake College Station Park and Ride located at 1770 West Walnut Hill Lane, for the 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019. Irving’s annual event is designed to educate the public about bicycle safety.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. Funding in the amount of $10 is available in the Traffic and Transportation budget within the General Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Christina N. Weber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>N/A</td>
<td>Council Action:</td>
<td>N/A</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of Interested Parties (Form 1295) Required:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TGC 2270 Verification Form Required:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS:

City of Irving Bike Fest 2019-FINAL (PDF)

CURRENT YEAR FINANCIAL IMPACT:

1001-2111-56401-950  Budget: $10  Actual: $10

REVISION INFORMATION:

Prepared: 2/14/2019 03:25 PM by Emily Asbury
Last Updated: 2/19/2019 02:38 PM by Emily Asbury
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached agreement between the City of Irving and Dallas Area Rapid Transit (DART), whereby North Lake College located at the DART Station - North Lake College Station Park and Ride located at 1770 West Walnut Hill Lane, will serve as the event venue for Irving’s 8th Annual Bicycle Fest to be held on Saturday, April 13, 2019, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available in the Transportation Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
THIS Agreement, made this ___ day of _____, 2019, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code and THE CITY OF IRVING ("Licensee"), acting herein by and through its duly authorized officer, whose mailing address is 825 W. Irving Boulevard, in Irving, Texas 75060.

W I T N E S S E T H

1. **Purpose.** DART hereby grants a license (the "License") to Licensee for the purposes of a Bike Fest event and parking on DART facilities known as the North Lake College Light Rail Station Parking lot ("the Event") located at 1770 W. Walnut Hill Drive, in, Irving, Texas (the "Property") for the Event to be held April 13, 2019 from 8:00 am to 5:00 pm, as shown on Exhibit "A" attached. The event shall not interfere with DART bus operations. No barricades or other obstructions are allowed in the bus bays or in any location on the Property that would impede DART regular services.

2. **Term.** The term of this License shall be for the hours and dates only as reflected in Section 1 above.

3. **Consideration.** In consideration of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid by Licensee to DART, and the covenants contained herein, DART hereby grants this license only on the terms listed herein.

4. **Non-Exclusive License.** This License is non-exclusive and is subject to DART's existing rights previously granted to DART by the City of Irving and the Dallas Community College District and: (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property; (b) to all rights presently owned by any utility, communication or other person or company, located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART, the City of Irving, the Dallas Community College District or any other prior owner of the Property to any individual, corporation or other entity, public or private.

5. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.
6. **Environmental Protection.**

6.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean water Act ("CWA"), the Waste Disposal Act and the Clean Air ACT ("CAA").

6.02. Licensee represents that the use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee its patrons, employees or invitees.

6.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

6.04. Subject to Texas law relating to governmental immunity, Licensee shall hold DART harmless against all costs of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement, it being understood that this provision is subject to and in no way to be considered a waiver of any immunity of or available to the City of Irving, Texas or of any defense or tort limitation available to the City of Irving, Texas.

7. **Future Use by DART.** This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever, provided DART agrees to use reasonable efforts to avoid interference with Licensee’s permitted use of the Property as permitted herein.

8. **Duration of License.** This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Property; (b) upon the expiration of the Term of the License as set forth in Section 2 hereof; or (c) upon termination in accordance with Paragraph 13 of this Agreement, whichever event first occurs.

9. **Responsibility.**

9.01. City and DART agree that each shall be responsible for the acts or omissions of its officials, officers, employees, agents, vendors and invitees in the performance of this Agreement.

9.02 **Immunity Retained.** Nothing contained in this Agreement shall be construed as
constituting a waiver of either Party’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. The City and DART hereby acknowledge and agree that each is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of either Party’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

9.04. It is understood between the parties that this Property is made available for the Event by request of the City of Irving and no warranty is made by DART as to the state of the Property, latent or other defects, or the fitness of the Property for any particular purpose. The Property is provided and accepted by Licensee in “as is” condition. Licensee has inspected the Property and made its own determinations as to the satisfactory conditions of the Property for the use permitted herein.

9.05. The provisions of this Agreement, including without limitation this Section 9 are solely for the benefit of the parties hereto and their respective successors and assigns and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. Insurance. Licensee shall procure and maintain at its sole cost and expense Commercial General Liability Special Event Insurance with a per occurrence limit of liability of not less than $1,000,000. Licensee has agreed to and shall provide insurance coverage for all vendors for the benefit of those parties, the City of Irving and DART. The Commercial General Liability Special Event Insurance shall insure the CITY, DART and vendors for their activities on the Property for the Event. Licensee shall name DART as an additional insured without any qualifications or restrictions, including but not limited to attorney’s fees and shall provide evidence thereof to DART prior to the Event. DART must be given thirty (30) days prior written notice of any proposed cancellation or modification. The policy shall be written only by an insurance company authorized to do business in Texas and approved by DART. The policy shall be endorsed waiving the issuing insurance company’s rights of recovery against DART, whether by way of subrogation or otherwise.

11. Liability. It is understood by the parties that DART will not furnish Licensee with security for the Event and that DART is not responsible for any damage to persons or property occasioned by the performance of the Event. DART will perform security activities which are normally scheduled for DART’s purposes on the Property only. Licensee shall inform its patrons and invitees that any vehicle parked at the Property is done at the sole risk of the party parking. It is understood between the parties that DART will rely on North Lake College Police to coordinate activities and safety and security measures which will be provided by the City of Irving Police and Fire as stated in Exhibit “B”, attached hereto and incorporated in this Agreement.

12. Assignment. Licensee shall not assign or transfer its rights under this Agreement in whole or in part or permit any other person or entity to use the License hereby granted without the prior
written consent of DART which DART is under no obligation to grant.

13. **Methods of Termination.** This Agreement may be terminated in any of the following ways:

13.01. Written Agreement of both parties;
13.02. By either party giving the other party 24 hours written notice;
13.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement;

14. **Miscellaneous**

14.01. **Notice.** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, or hand delivered by customary industry agent with proof of delivery and addressed to the parties at the following addresses:

DART: Dallas Area Rapid Transit  
P. O. Box 660163  
Dallas, Texas 75266-7230  
Attn: Manager of Property and Utility

LICENSEE: City of Irving  
825 W. Irving Boulevard  
Irving, Texas 75060  
Attn: Ms. Melissa Baker

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

14.02. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas (without the regard to its conflict of laws provisions). **Venue** for any action hereunder shall be in Dallas County, Texas.

14.03. **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

14.04. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.
14.05. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this ___ day of ______ 2019.

**LICENSOR:**

**DALLAS AREA RAPID TRANSIT**

BY: ______________________________
Cleo Grounds
AVP Real Estate

**LICENSEE:**

**CITY OF IRVING**

BY: ______________________________

Printed Name: ______________________
Title: _____________________________
Exhibit “A”
Resolution -- Amending the Agreement with Paymentus Corporation to Extend the Renewal Term for an Estimated Annual Amount of $850,000.00 for Water Utility On-Line Services

Administrative Comments
1. This item is recommended by the Water Utilities Department. It supports Strategic Objective 1.1 – Contain costs and increase operational efficiency.
2. Impact: The agreement with Paymentus allows customers to make web payments on a secure, hosted web portal or pay by telephone using credit card, debit card or eChecks.
3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.
4. The web payment services provided by Paymentus started on May 23, 2016 and the current agreement runs through April 30, 2020.
5. The resolution amends the agreement to extend the renewal term through May 1, 2022, after which the agreement will automatically renew for a period of one (1) year unless either party provides the other party with not less than thirty (30) days prior written notice of intent not to renew.
6. The amendment also waives the fee for Paymentus to perform a single sign-on (SSO) integration supporting the City of Irving’s project with Systems & Software and Capricorn’s Citizen Web Portal.
7. The City pays transaction fees for all payments made through web or IVR (phone) systems at the following rates:

<table>
<thead>
<tr>
<th>Credit Card payments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Cards:</td>
<td>1.55% + $0.15 per item</td>
</tr>
<tr>
<td>Mid Qualified Cards:</td>
<td>2.35% + $0.15 per item</td>
</tr>
<tr>
<td>Non Qualified Cards:</td>
<td>2.85% + $0.15 per item</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debit Card payments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Cards:</td>
<td>0.35% + $0.45 per item</td>
</tr>
<tr>
<td>Mid Qualified Cards:</td>
<td>1.50% + $0.45 per item</td>
</tr>
<tr>
<td>Non Qualified Cards:</td>
<td>2.20% + $0.45 per item</td>
</tr>
</tbody>
</table>

| eCheck Payments              | $0.65 per transaction |

8. Funding for Fiscal Years 2019-20, 2020-21, and 2021-22 are subject to budget appropriation in the Water Utilities Department budget within the Water and Sewer System Fund.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paymentus Corporation</td>
<td>10/1/19 – 4/30/22</td>
<td>$850,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$850,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$496,000.00</td>
<td>2021-22</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$2,196,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Previous Action:** AA4706, 2016-348, 2017-166
- **Review Completed By:** Dean Roggia
- **Council Action:** All Approved: Statement of Work, Ratification and Agreement Renewal, Agreement Amendment
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- **TGC 2270 Verification Form Required:** Yes

**ATTACHMENTS:**

- Paymentus - Amending Agreement (PDF)
- City of Irving SSO Integration SOW (DOC)

**CURRENT YEAR FINANCIAL IMPACT:**

No budgetary impact associated with the amendment.

**REVISION INFORMATION:**

Prepared: 1/29/2019 05:09 PM by Regina Dearing
Last Updated: 2/22/2019 09:11 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 9958)

WHEREAS, the Paymentus Corporation on-line web payment solution and Interactive Voice Response (IVR pay by telephone) went live on May 23, 2016, providing City utility customers with choices to pay their utility bill statement; and

WHEREAS, the City of Irving and Paymentus Corporation entered into a Master Services Agreement (the “Agreement”) dated September 22, 2016; and

WHEREAS, the City of Irving and Paymentus Corporation desire to extend the renewal term of the Agreement through May 1, 2022; and

WHEREAS, Paymentus Corporation has also agreed to waive the one-time fee for Paymentus Single Sign-On (SSO) integration supporting the City of Irving’s project with Systems & Software and Silver Blaze/Capricorn for water utility on-line services related to the Agreement;

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

SECTION I. THAT the City Council hereby approves the attached Amending Agreement between the City of Irving and Paymentus Corporation for Water Utility On-Line Services, in the estimated amount of $850,000.00 for the period of October 1, 2019, through September 30, 2020, in the estimated amount of $850,000.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $496,000.00 for the period of October 1, 2021, through May 1, 2022, subject to funds being appropriated in Fiscal Years 2019-2020, 2020-2021, and 2021-2022, and the Mayor is authorized to execute said Amending Agreement.

SECTION II. THAT the City Council hereby approves the attached Statement of Work, which waives fees associated with Paymentus Single Sign-On (SSO) integration supporting the City of Irving’s project with Systems & Software and Silver Blaze/Capricorn, and the Mayor is authorized to execute said Statement of Work.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
AMENDING AGREEMENT

Customer: City of Irving
Customer Address: 333 Valley View Lane
Irving, TX 75061
Contact for Notices to Customer: David Cardenas

This Amending Agreement is entered into as of the effective date below, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS:
A - The Parties entered into a Master Services Agreement dated September 22, 2016.
B - The Parties now wish to amend the Amending Agreement to Section 9.1 ("Term") of the Master Services Agreement with an effective date of May 1, 2017, attached to City of Irving Council Resolution NO. RES-2017-166, to extend the renewal term through May 1, 2022. At the end of the renewal term, this agreement will automatically renew for a period of one (1) successive year unless either Customer or Paymentus provides the other party with not less than thirty (30) days prior written notice of intent not to renew, provided however, that renewal is subject to funds being appropriated for the purposes of this agreement for the then fiscal year as required by Texas law.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for Section 9.1 ("Term"), as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Paymentus:
By: ____________________________
Name: __________________________
Title: __________________________
Date: 2-4-2019
February 1, 2019

Paymentus Corporation
13024 Ballantyne Corporate Place, Suite 450
Charlotte, NC 28277

Statement of Work: SSO Integration

To: City of Irving
c/o David Cardenas
333 Valley View Lane
Irving, TX 75061

TLA = ITXU

Project Description: Paymentus will perform a SSO integration supporting City of Irving’s project with Systems & Software and Capricorn. Paymentus core functionality to remain unchanged, as our site will be hosted in a frame on the Capricorn Portal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Detail</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSO Integration</td>
<td>SSO integration supporting City of Irving’s project with Systems &amp; Software and Capricorn</td>
<td>One-time Fee Waived</td>
</tr>
</tbody>
</table>

*Project being waived in conjunction with contract extension between City of Irving and Paymentus*

Customer Authorized Representative (Signature): ______________________________

Customer Name (Printed): City of Irving, TX Date: ___________________________
Resolution -- Approving and Accepting the Bids of Edko, LLC in the Total Estimated Amount of $26,800.00, and TruGreen Lawncare in the Total Estimated Amount of $65,200.00 for Chemical Weed & Pest Control for Park Areas and Drainage Channels

Administrative Comments

1. This item is recommended by the Parks & Recreation Department.

2. Impact: This contract provides for essential professionally licensed pesticide and herbicide application services for city parks, athletic fields and drainage channels. There are currently no departmental positions authorized and funded to provide such services.

3. This award establishes an annual contract for the continuation of providing chemical weed and pest control for park areas and drainage channels. The contract is subject to two, two-year renewal options.

4. A contingency amount of $30,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen chemical treatment application needs that may be necessary during the contract term.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Section</th>
<th>Contract Term</th>
<th>FY 2018-19 Estimated Expenditure</th>
<th>FY 2019-20 Estimated Expenditure</th>
<th>Total Estimated Annual Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edko, LLC</td>
<td>I. Drainage Channels</td>
<td>3/1/19 – 2/29/20</td>
<td>$19,900.00</td>
<td>$6,900.00</td>
<td>$26,800.00</td>
</tr>
<tr>
<td>TruGreen Lawncare</td>
<td>II. Park Areas</td>
<td></td>
<td>$40,300.00</td>
<td>$24,900.00</td>
<td>$65,200.00</td>
</tr>
</tbody>
</table>

**TOTAL** $60,200.00 $31,800.00 $92,000.00

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes
Comments: Purchasing sent solicitation notices to 562 vendors of which 167 were M/WBE or HUB vendors. Three responses were received. The lowest responsive, responsible bidders meet specifications and are being recommended for award. This award is for one year with two one-year renewal options. Purchasing has assigned ITB #076D-19F for tracking purposes.

ATTACHMENTS:

076D-19F Chemical Weed & Pest Control for Park Areas and Drainage Channels(PDF)
Edko TGC 2270 (PDF)
TruGreen TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Various Budget: $60,200.00 Actual: $60,200.00
Purchase Orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 1/29/2019 07:56 PM by Darlene Humphries
Last Updated: 2/18/2019 12:54 PM by Darlene Humphries
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bids of Edko, LLC for Section I – Chemical Weed Control in Drainage Channels in the estimated amount of $19,900.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $6,900.00 for the period of October 1, 2019, through February 29, 2020, and TruGreen Lawncare for Section II – Chemical Weed Control in Park Areas in the estimated amount of $40,300.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $24,900.00 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Chemical Weed & Pest Control for Park Areas and Drainage Channels, and awards the contracts to said companies in said amounts.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
### Chemical Weed & Pest Control for Park Areas and Drainage Channels

**Closing Date:** January 28, 2019

**Darlene Humphries, Purchasing Manager** 972.721.3752

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Chemical Weed Control in Drainage Areas</td>
<td>1</td>
<td>PKG</td>
<td></td>
<td></td>
<td>$27,265.00</td>
<td>$27,265.00</td>
<td>No Bid</td>
<td>$26,800.00</td>
</tr>
<tr>
<td>2.1</td>
<td>FIRST APPLICATION - Lump sum bid for che</td>
<td>1</td>
<td>LUMP SUM</td>
<td></td>
<td></td>
<td>$4,995.00</td>
<td></td>
<td></td>
<td>$4,400.00</td>
</tr>
<tr>
<td>2.2</td>
<td>SECOND APPLICATION - Lump sum bid for c</td>
<td>1</td>
<td>LUMP SUM</td>
<td></td>
<td></td>
<td>$6,135.00</td>
<td></td>
<td></td>
<td>$5,600.00</td>
</tr>
<tr>
<td>2.3</td>
<td>THIRD APPLICATION - Lump sum bid for che</td>
<td>1</td>
<td>LUMP SUM</td>
<td></td>
<td></td>
<td>$6,135.00</td>
<td></td>
<td></td>
<td>$5,600.00</td>
</tr>
<tr>
<td>4</td>
<td>Per Acre Price for Special Applications (Spot)</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>$150.00</td>
<td></td>
<td></td>
<td>$120.00</td>
</tr>
<tr>
<td>5</td>
<td>Per Acre Price for Special Applications (Spot)</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>$150.00</td>
<td></td>
<td></td>
<td>$120.00</td>
</tr>
<tr>
<td>6</td>
<td>SECTION II - MUST BID ALL LINE ITEMS 7-12</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Chemical Weed Control in Drainage Areas</td>
<td>1</td>
<td>PKG</td>
<td></td>
<td></td>
<td>$65,200.00</td>
<td>$65,200.00</td>
<td>$66,400.00</td>
<td>$66,400.00</td>
</tr>
<tr>
<td>7.1</td>
<td>Chemical pre-emerge (“Prece” or “Pre-M”)</td>
<td>2</td>
<td>APPLICAT</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,334.00</td>
<td>$7,100.00</td>
</tr>
<tr>
<td>7.2</td>
<td>Chemical pre-emerge (“Barricade”) weed c</td>
<td>1</td>
<td>APPLICAT</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,333.00</td>
<td>$6,900.00</td>
</tr>
<tr>
<td>7.3</td>
<td>Late summer and early fall applications of c</td>
<td>2</td>
<td>APPLICAT</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,000.00</td>
<td>$6,800.00</td>
</tr>
<tr>
<td>7.4</td>
<td>Broadcast application of “Advion” fire ant b</td>
<td>3</td>
<td>APPLICAT</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,733.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>7.5</td>
<td>CONTINGENCY</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td>$20,000.00</td>
<td></td>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Per acre cost for selected spot application c</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
<td></td>
<td>$90.00</td>
</tr>
<tr>
<td>9</td>
<td>Per acre cost for chemical pre-emerge (“Pre-M”)</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
<td></td>
<td>$75.00</td>
</tr>
<tr>
<td>10</td>
<td>Per acre cost for chemical pre-emerge (“Barricade”) weed c</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
<td></td>
<td>$75.00</td>
</tr>
<tr>
<td>11</td>
<td>Per acre cost for late summer or early fall applications of c</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td>12</td>
<td>Per acre cost for broadcast application of “Advion” fire ant b</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td></td>
<td>No Bid</td>
<td></td>
<td></td>
<td>$75.00</td>
</tr>
<tr>
<td>13</td>
<td>SECTION III - Will apply to Sections I and/or</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Markup percentage to be applied to contra</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td>10.000000</td>
<td></td>
<td>40.000000</td>
<td>6</td>
</tr>
<tr>
<td>15</td>
<td>Labor cost per hour, including application e</td>
<td>1</td>
<td>HOUR</td>
<td></td>
<td></td>
<td>$105.00</td>
<td></td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>16</td>
<td>Questionnaire</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name: Louis Newburn
Title: District Manager
Company Name: Edko, LLC
Date Signed: 1-24-19

NOTARIZATION

THE STATE OF Texas
COUNTY OF Smith

BEFORE ME, the undersigned notary public on this day personally appeared
Louis Newburn, on behalf of Edko LLC (Company), who, being duly
sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code
Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBscribed before me on the 24th day of January, 2019.

Carol Suzanne Walker
Notary Public in and FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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
tentities or business associations that exists to make a profit.

State law requires verification from a Company for contracts involving goods or services (regardless
of the amount) before the City can enter into the contract.

Contract #076D-19F

LSR #__________
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

SIGNED BY:  

Print Name:  
Joseph Little
Title: General Manager

Company Name:  
TruGreen Limited Partnership

Date Signed:  
1/25/19

NOTARIZATION

THE STATE OF Texas
COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared Joseph Little, on behalf of TruGreen Limited Partnership (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 25 day of January, 2019.

MARIO SANCHEZ
My Notary ID # 131665349
Expires July 31, 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #076D-19F

LSR #
Resolution -- Approving and Accepting the Bid of SLM Landscaping & Maintenance in the Total Estimated Amount of $259,972.22 for Mowing & Litter Control on City Rights of Way and Public Properties

Administrative Comments

1. This item is recommended by the Parks & Recreation Department.

2. **Impact**: Mowing and litter control services help to enhance the visual impression of the city by maintaining city rights of way and acquired city properties.

3. This award establishes an annual contract for the continuation of providing mowing and litter control services on city rights of way and public properties. The contract is subject to two, two-year renewal options.

4. A contingency amount of $30,000.00 has been specified and unit pricing has been provided as part of this bid to accommodate unforeseen maintenance needs for properties not specifically identified in the specifications.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLM Landscape &amp; Maintenance</td>
<td>3/1/19 – 2/29/20</td>
<td>$201,086.96</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$58,885.26</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$259,972.22</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

ADDITIONAL COMMENTS:

- **Contract Required**: No
- **Review Completed By**: N/A
- **Previous Action**: None
- **Council Action**: None
- **Discretionary Contract Disclosure Form Required**: No
- **Certificate of Interested Parties (Form 1295) Required**: Yes
- **TGC 2270 Verification Form Required**: Yes

**Comments**: Purchasing sent solicitation notices to 742 vendors of which 238 were M/WBE or HUB vendors. One response was received. The lowest responsive, responsible bidder meets specifications and performance criteria. This award is for a one year period with two, two-year renewal options. Purchasing has assigned ITB #070D-19F for tracking purposes.
CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-0751-56406-500</td>
<td>$146,735.80</td>
<td>$146,735.80</td>
</tr>
<tr>
<td>1001-2906-564106-907064</td>
<td>$29,351.16</td>
<td>$29,351.16</td>
</tr>
<tr>
<td>Various</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Purchase Orders will be issued as needed for annual contract.

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/12/2019 08:01 PM by Darlene Humphries
Last Updated: 2/21/2019 05:50 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10007)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of SLM Landscaping & Maintenance in the estimated amount of $201,086.96 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $58,885.26 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Mowing & Litter Control on City Rights of Way and Public Properties, and awards the contract to said company in said amount.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
## CITY OF IRVING, TEXAS
### Mowing & Litter Control on City Rights of Way and Public Properties

**ITB Number: 070D-19F**  
Closing Date: January 25, 2019  
Darlene Humphries, Purchasing Manager 972.721.3752

---

### SLM Landscaping & Maintenance

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>Mfgrno</th>
<th>QTY</th>
<th>UOM</th>
<th>Total Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30-day Mowing Cycle Properties</td>
<td>9</td>
<td>CYCLES</td>
<td>$14,431.18</td>
<td>$129,880.62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>PUBLIC RIGHT-OF-WAY PROPERTIES: per mile cost for mowing &amp; litter control per specifications and Exhibit A.</td>
<td>81.19</td>
<td>MILES</td>
<td>$112.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>SPECIAL MAINTENANCE PROPERTIES: per acre cost for mowing, litter control &amp; string trimming per specifications and Exhibit A.</td>
<td>58.47</td>
<td>ACRES</td>
<td>$81.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>HERITAGE DISTRICT PROPERTIES: per acre cost for mowing, litter control &amp; string trimming per specifications and Exhibit A.</td>
<td>7.43</td>
<td>ACRES</td>
<td>$81.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>14-day Mowing Cycle Properties</td>
<td>20</td>
<td>CYCLES</td>
<td>$5,004.58</td>
<td>$100,091.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>SPECIAL MAINTENANCE PROPERTIES: per mile cost for mowing &amp; litter control per specifications and Exhibit A.</td>
<td>3.07</td>
<td>MILES</td>
<td>$112.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>SPECIAL MAINTENANCE PROPERTIES: per acre cost for mowing, litter control &amp; string trimming, Per specifications and Exhibit A.</td>
<td>36.85</td>
<td>ACRES</td>
<td>$81.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>HERITAGE DISTRICT PROPERTIES: per acre cost for mowing, litter control &amp; string trimming per specifications and Exhibit A.</td>
<td>20.69</td>
<td>ACRES</td>
<td>$81.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contingency</td>
<td>1</td>
<td>EA</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name: Eric Yates
Title: President

Company Name: Sim Landscaping + Maintenance

Date Signed: 1-22-19

NOTARIZATION

THE STATE OF TX
COUNTY OF DENTON

BEFORE ME, the undersigned notary public on this day personally appeared Eric Yates, on behalf of Sim Landscaping + Maintenance (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 22nd day of January, 2019

NOTARY PUBLIC IN AND FOR THE STATE OF TX

The following definitions apply to Texas Government Code Section 2270.001:

1. "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. "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #070D-19F

LSR # _________
Resolution -- Approving and Accepting the Bid of Texoma Web Offset Printing LLC, in the Total Estimated Amount of $87,900.00 for Printing of Resident Newsletter

Administrative Comments
1. This item is recommended by the Communications Department.
2. Impact: Printing and distribution of the City Spectrum ensures that city information and events are communicated to residents in a timely manner.
3. This award establishes an annual contract for the continuation of printing the resident newsletter. The contract is subject to two, one-year renewal options.
4. Funding for Fiscal Year 2018-19 is available in the Communications Department budget within the General Fund while funding for Fiscal Year 2019-20 is subject to budget appropriation.
5. Because the annual contract runs from March 2019 to February of 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year's additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texoma Web Offset Printing LLC</td>
<td>3/1/19 – 02/29/20</td>
<td>$46,780.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$41,120.00</td>
<td>2019-20</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$87,900.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: None
Review Completed By: N/A
Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices to 360 vendors of which 124 were M/WBE or HUB vendors. Two responses were received. Texoma Web Offset Printing LLC is recommended for award as the lowest responsive, responsible vendor. This award is for one year with two one-year renewal options. Purchasing has assigned ITB #075J-19F for tracking purposes.
ATTACHMENTS:
Response Summary (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
1001-2422-52103-800  Budget  $46,780.00  Actual:  $46,780.00
Purchase orders will be issued as needed for annual contract.
Budget Transfer/Adjustment Required:  No

REVISION INFORMATION:
Prepared:  1/22/2019 11:29 AM by Jerry Perry
Last Updated:  2/15/2019 02:03 PM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Texoma Web Offset Printing LLC, in the estimated amount of $46,780.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $41,120.00 for the period of October 1, 2019 through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20.

SECTION II. THAT funding for these expenditures is to be available in the Communications Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
City of Irving, TX
Printing of Resident Newsletter
ITB Number: 075J-19F
ITB Closing Date: 01/25/2019
Jerry Perry, Purchasing Agent  972-721-3754

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Trend Offset Printing Unit</th>
<th>Extended</th>
<th>Texoma Web Offset Printing LLC Unit</th>
<th>Price Per Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DESCRIPTION: Broadsheet – 35 lb. white offset</td>
<td>1</td>
<td>EA</td>
<td>$0.0675</td>
<td>$6,750.00</td>
<td>$0.0579</td>
<td>$5,790.00</td>
</tr>
<tr>
<td>2</td>
<td>6-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>$0.0851</td>
<td>$8,510.00</td>
<td>$0.0707</td>
<td>$7,070.00</td>
</tr>
<tr>
<td>3</td>
<td>8-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>$0.0966</td>
<td>$9,660.00</td>
<td>$0.0887</td>
<td>$8,870.00</td>
</tr>
<tr>
<td>4</td>
<td>10-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>$0.1094</td>
<td>$10,940.00</td>
<td>$0.1017</td>
<td>$10,170.00</td>
</tr>
<tr>
<td>5</td>
<td>12-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$0.112</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>6</td>
<td>14-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$0.1241</td>
<td>$12,410.00</td>
</tr>
<tr>
<td>7</td>
<td>16-page newsletter – 4-color 35 lb. white offset</td>
<td>100000</td>
<td>Newsletter</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$0.0085</td>
<td>$850.00</td>
</tr>
<tr>
<td>8</td>
<td>Mailing services, including delivery to Post Offices</td>
<td>100000</td>
<td>EA</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$0.0085</td>
<td>$850.00</td>
</tr>
</tbody>
</table>

**Trend Offset Printing was deemed nonresponsive as they did not bid lines 6, 7 and 8.**

*RECOMMENDED FOR AWARD*
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Mary Jo Dollar - Vice President

Print Name & Title:

Texoma Web Offset Printing

Company Name:

Date Signed:

2/8/19

NOTARIZATION

THE STATE OF Texas

COUNTY OF Cooke

BEFORE ME, the undersigned notary public on this day personally appeared

Mary Jo Dollar, on behalf of Texoma Web Offset Printing (Company), who, being
duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government
Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 8 day of January 2019.

COURTNEY BENNETT HUNTER
Notary Public, State of Texas
My Commission Expires 2-28-2022

FOR THE STATE OF

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of
the amount) before the City can enter into the contract.

Contract #075J-19F
Resolution -- Renewing the Contract with Cowtown Redi-Mix Concrete in the Total Estimated Amount of $362,880.00 for Redi-Mix Concrete

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department – Streets Division.

2. **Impact:** This service contract will be utilized as part of the Road to the Future Program. Redi-mix concrete is utilized to maintain and enhance mobility for the safe and effective transit of motorists and pedestrians throughout the City of Irving. This contract will provide the necessary resources to expedite repair of damaged existing roadways and sidewalks and other locations in need of concrete repair.

3. This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.

4. This renewal establishes the continuation of a contract to provide redi-mix concrete. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal option. The current contract expires on February 28, 2019.

5. Funding for the Fiscal Year 2018-19 is available in the Traffic and Transportation Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cowtown Redi-Mix Concrete</td>
<td>3/1/19 – 2/29/20</td>
<td>$211,680.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$151,200.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$362,880.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

**ADDITIONAL COMMENTS:**

Contract Required: No  
Review Completed By: N/A
Previous Action: 2018-58  
Council Action: Approved Renewal

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No
Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the second and final one-year renewal option. Purchasing has assigned #095D-19F for tracking purposes.

ATTACHMENTS:
Renewal Summary - Redi-Mix Concrete (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Various Budget: $211,680.00  Actual: $211,680.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 1/29/2019 06:22 PM by Darlene Humphries
Last Updated: 2/13/2019 06:16 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 9960)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Cowtown Redi-Mix Concrete, in the estimated amount of $211,680.00 for the period of March 1, 2019, through September 30, 2019 and in the estimated amount of $151,200.00 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20 for Redi-Mix Concrete.

SECTION II. THAT funding for these expenditures is available in the Traffic and Transportation Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5-Sack Concrete (3000 psi) 6 cu. yds. or more 3000 cu yds</td>
<td>3000</td>
<td>cu yds</td>
<td>$106.00</td>
<td>$318,000.00</td>
</tr>
<tr>
<td>2</td>
<td>6-Sack Concrete (3600 psi) 6 cu. yds. or more 60 cu yds</td>
<td>60</td>
<td>cu yds</td>
<td>$112.00</td>
<td>$6,720.00</td>
</tr>
<tr>
<td>3</td>
<td>5-Sack Concrete (3000 psi) 1 to 5.9 cu. yds. p 360 cu yds</td>
<td>360</td>
<td>cu yds</td>
<td>$106.00</td>
<td>$38,160.00</td>
</tr>
</tbody>
</table>
Resolution -- Renewing the Contract with F & F Concrete LLC, in an Amount Not To Exceed $1,100,000.00 for an Annual Contract to Provide Concrete Repair

Administrative Comments
1. This item is recommended by the Traffic and Transportation Department – Streets Division.

2. Impact: This service contract will be utilized as part of the Road to the Future Program. This contract will supplement the Streets Operations staff in the as-needed concrete repair and maintenance of sidewalks, utility cuts, streets and alleys required for structural integrity and to enhance safety for citizens and motorists.

3. This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.

4. This renewal establishes the continuation of a contract to provide concrete repair services. The original contract was awarded on the basis of competitive bids. This is the second and final one-year renewal options. The current contract expires February 28, 2019.

5. Funding for Fiscal Year 2018-19 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F&amp;F Concrete LLC</td>
<td>3/1/2019 – 2/29/20</td>
<td>$700,000.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$400,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$1,100,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: 2018-59  Council Action: Approved Renewal
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the second and final one-year renewal option. Purchasing has assigned #097D-19F for tracking purposes.

ATTACHMENTS:
Renewal Summary - Concrete Repair (PDF)

CURRENT YEAR FINANCIAL IMPACT:

4005-2111-71801-918003  Budget: $700,000.00   Actual: $700,000.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 1/29/2019 07:22 PM by Darlene Humphries
Last Updated: 2/20/2019 08:11 AM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 9962)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with F & F Concrete, LLC, in the estimated amount of $700,000.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $400,000.00 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Concrete Repair; however, the expenditures shall not exceed $1,100,000.00 for the period of March 1, 2019, through February 29, 2020.

SECTION II. THAT funding for these expenditures is available in the Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove Existing Sidewalk &amp; Replace With 4-Inch Thick Reinforced Concrete Sidewalk (Including 2-Inch Thick Compacted Cushion Sand) [02620]</td>
<td>SY</td>
<td>$64.00</td>
</tr>
<tr>
<td>2</td>
<td>REMOVE AND REPLACE 6-INCH:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (less than 50.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$99.80</td>
</tr>
<tr>
<td>4</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (50.01 SY to 100.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$98.00</td>
</tr>
<tr>
<td>5</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (over 100 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$97.00</td>
</tr>
<tr>
<td>6</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (less than 50.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$102.80</td>
</tr>
<tr>
<td>7</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (50.01 SY to 100.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$101.80</td>
</tr>
<tr>
<td>8</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (over 100.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$100.80</td>
</tr>
<tr>
<td>9</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (less than 50.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$108.80</td>
</tr>
<tr>
<td>10</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (50.01 SY to 100.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$107.80</td>
</tr>
<tr>
<td>11</td>
<td>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (over 100.0 SY) (Including 6-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$107.80</td>
</tr>
<tr>
<td>12</td>
<td>REMOVE AND REPLACE 8-INCH:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (less than 50.0 SY) (Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$115.90</td>
</tr>
<tr>
<td>14</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (50.01 SY to 100.0 SY) (Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$114.90</td>
</tr>
<tr>
<td>15</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (over 100 SY) (Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$114.40</td>
</tr>
<tr>
<td>16</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (less than 50.0 SY) (Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$120.40</td>
</tr>
</tbody>
</table>
City of Irving, Texas
RENEWAL SUMMARY
Concrete Repair
Darlene Humphries, Purchasing Manager 972.721.352

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (50.01 SY To 100.0 SY)(Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$119.40</td>
</tr>
<tr>
<td>18</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (over 100.0 SY)(Including 8-Inch Thick Flexbase)[02601]</td>
<td>SY</td>
<td>$119.40</td>
</tr>
<tr>
<td>19</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (less than 50.0 SY)(Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$127.40</td>
</tr>
<tr>
<td>20</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (50.01 SY To 100.0 SY)(Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$126.40</td>
</tr>
<tr>
<td>21</td>
<td>Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class &quot;K&quot; High Early Strength (over 100.0 SY)(Including 8-Inch Thick Flexbase) [02601]</td>
<td>SY</td>
<td>$125.40</td>
</tr>
<tr>
<td>22</td>
<td>Installation of 6-Inch Integral Curb in conjunction with other repairs (Including 6-Inch Thick Flexbase) [02620]</td>
<td>LF</td>
<td>$9.00</td>
</tr>
<tr>
<td>23</td>
<td>Repair and Replacement of 5-Inch or 6-Inch Thick Drive Approaches (Including 6-Inch Thick Flexbase) [02602]</td>
<td>SY</td>
<td>$92.80</td>
</tr>
<tr>
<td>24</td>
<td>Repair and Replacement of 30-Inch Curb and Gutter Sections (Including 6-Inch Thick Flexbase)[02620]</td>
<td>LF</td>
<td>$38.00</td>
</tr>
<tr>
<td>25</td>
<td>Reinforced Concrete Wheelchair Ramps [02623]</td>
<td>EA</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>26</td>
<td>New 4-Inch Thick Reinforced Concrete Sidewalk (Including 2-Inch Thick Compacted Cushion Sand) [02620]</td>
<td>SY</td>
<td>$51.75</td>
</tr>
<tr>
<td>27</td>
<td>Inlet Top Repair (Inlet length - up to 5.0 feet) [02513]</td>
<td>EA</td>
<td>$1,507.00</td>
</tr>
<tr>
<td>28</td>
<td>Inlet Top Repair (Inlet length - 5.1 to 10.0 feet) [02513]</td>
<td>EA</td>
<td>$1,838.00</td>
</tr>
<tr>
<td>29</td>
<td>Inlet Top Repair (Inlet length - 10.1 to 20.0 feet) [02513]</td>
<td>EA</td>
<td>$2,641.00</td>
</tr>
<tr>
<td>30</td>
<td>Reinforced Concrete Channel Lining Repair (nominal 6-Inch Thick with Weep Holes and 6-Inch Thick Crushed Stone Subgrade Material [03500]</td>
<td>SY</td>
<td>$108.00</td>
</tr>
<tr>
<td>31</td>
<td>Basic Concrete, Variable Thickness (minimal forming)</td>
<td>CY</td>
<td>$300.00</td>
</tr>
<tr>
<td>32</td>
<td>Formed Concrete (extensive forming and rebar required)</td>
<td>CY</td>
<td>$625.00</td>
</tr>
<tr>
<td>33</td>
<td>New Reinforced Concrete Flume (Including 6-Inch Thick Crushed Stone Subgrade Material) [02421 &amp; 02505]</td>
<td>SY</td>
<td>$72.00</td>
</tr>
<tr>
<td>34</td>
<td>Remove and Replace Reinforced Concrete Flume (Including 6-Inch Thick Crushed Stone Subgrade Material)[02421 &amp; 02505]</td>
<td>SY</td>
<td>$90.00</td>
</tr>
<tr>
<td>35</td>
<td>Type &quot;Y&quot; Inlet, 4'X4' with 6-Inch Thick Concrete Apron (All Sides) [02513]</td>
<td>EA</td>
<td>$3,624.00</td>
</tr>
<tr>
<td>36</td>
<td>Variable height curb and gutter inlet approaches, 5 foot length [02620]</td>
<td>EA</td>
<td>$210.00</td>
</tr>
<tr>
<td>37</td>
<td>Variable height curb and gutter inlet approaches, 10 foot length [02620]</td>
<td>EA</td>
<td>$420.00</td>
</tr>
<tr>
<td>Line #</td>
<td>Description</td>
<td>UOM</td>
<td>Unit</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>--------</td>
</tr>
<tr>
<td>38</td>
<td>Exposed aggregate concrete (4 to 6-Inches Thick)(Including 6-Inch Thick Flexbase)</td>
<td>SY</td>
<td>$108.00</td>
</tr>
<tr>
<td>39</td>
<td>2-Inch Sprinkler main lines (remove &amp; replace, includes repairing wiring) [01600]</td>
<td>LF</td>
<td>$35.00</td>
</tr>
<tr>
<td>40</td>
<td>Block Sodding [02805]</td>
<td>SY</td>
<td>$16.00</td>
</tr>
<tr>
<td>41</td>
<td>Remove &amp; Replace Interlocking Concrete Pavers for Crosswalks [02444]</td>
<td>SY</td>
<td>$126.00</td>
</tr>
<tr>
<td>42</td>
<td>Remove &amp; Replace Interlocking Concrete Pavers for Medians (including 4-Inch Thick non-reinforced concrete sleeper slab) [02443]</td>
<td>SY</td>
<td>$180.00</td>
</tr>
<tr>
<td>43</td>
<td>Remove &amp; Replace 4-Inch Thick Reinforced Concrete Median [02502]</td>
<td>SY</td>
<td>$67.50</td>
</tr>
<tr>
<td>44</td>
<td>HOURLY LABOR RATE FOR ADDITIONAL WORK NOT COVERED BY OTHER ITEMS</td>
<td>HR</td>
<td>$40.00</td>
</tr>
<tr>
<td>45</td>
<td>MATERIAL MARKUP FOR ADDITIONAL WORK NOT COVERED BY OTHER ITEMS</td>
<td>%</td>
<td>10</td>
</tr>
</tbody>
</table>
Resolution -- Renewing the Contract with Crafco Inc., in the Total Estimated Amount of $67,548.00 for Crack Sealing Compound & Asphalt Cold Patch Materials

Administrative Comments
1. This item is recommended by the Traffic & Transportation Department – Streets Division.

2. Impact: This contract supports the Road to the Future program. Crack Sealing Compound and Asphalt Cold Patch are utilized by the Streets Division to maintain and enhance mobility for the safe and effective transit of motorist throughout the City of Irving. The award of this contract will provide the necessary resource to expedite repair of damaged existing roadways.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. This renewal establishes the continuation of an annual contract to provide crack sealing compound and asphalt cold patch materials on an as-needed basis. The original contract was awarded on the basis of competitive bids. This is the first of two one-year renewal options. The current contract term expires on March 31, 2019.

5. Due to significant increases in the cost of raw materials used in the manufacturing of crack sealing compound, a price increase was granted in the total estimated amount of $8,398.00 for that item. Streets is agreeable as the requested increase has been properly documented per the terms of the contract.

6. Funding for Fiscal Year 2018-19 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crafco, Inc.</td>
<td>4/1/19 – 3/31/20</td>
<td>$33,774.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$33,774.00</td>
<td>2019-20</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$67,548.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Previous Action: 2018-230
Review Completed By: N/A
Council Action: Approved Award
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No
Comments: Services provided by the vendor meet specifications and performance criteria; requested pricing escalation has been properly documented and is acceptable per the terms of the bid specification. This is the first of two one-year renewal options. Purchasing has assigned 108D-19F for tracking purposes.

ATTACHMENTS:
Renewal Summary - Crack Sealing Compound & Asphalt Cold Patch Materials (PDF)

CURRENT YEAR FINANCIAL IMPACT:

____-____-____-____ Budget: $33,774.00  Actual: $33,774.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/13/2019 09:21 PM by Darlene Humphries
Last Updated: 2/18/2019 08:44 AM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10009)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Crafco Texas, Inc., in the estimated amount of $33,334.00 for the period of April 1, 2019, through September 30, 2019, and in the estimated amount of $33,774.00 for the period of October 1, 2019, through March 31, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Crack Sealing Compound and Asphalt Cold Patch Materials.

SECTION II. THAT funding for these expenditures is available in the Traffic & Transportation Department Budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
City of Irving Renewal Summary  
Crack Sealing Compound & Asphalt Cold Patch Materials  
Renewal Tracking No: 108D-19F  
February 28, 2019  
Darlene Humphries, Purchasing Manager 972.721.3752  

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit price and prices extended are to be FOB 333 Valley View Ln. Irving 75061 (Delivery)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CRACK SEALING</td>
<td>130,000</td>
<td>LBS</td>
<td>$0.4446</td>
<td>$57,798.00</td>
</tr>
<tr>
<td>3</td>
<td>ASPHALT COLD PATCH</td>
<td>1000</td>
<td>BAGS</td>
<td>$9.75</td>
<td>$9,750.00</td>
</tr>
</tbody>
</table>

Total Price $67,548.00
Resolution -- Renewing the Contract with Parkscape Construction Specialties, Inc., in an Annual Amount Not to Exceed $175,000.00 for Masonry and Stonework

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) and Parks & Recreation departments.

2. Impact: Masonry and stonework repairs help to improve the visual image of the city and the benefits of providing this work through an annual contract are both time and cost effective.

3. This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.

4. CIP manages many small and large construction projects throughout the year. This contract will allow staff to quickly respond to the masonry and/or stonework needs of each project. Additionally, an annual contract for this work will allow Parks & Recreation to efficiently improve park areas with deteriorating stone, rock and masonry structures by allowing these services to be secured in a timely manner when damage requires immediate attention.

5. This renewal establishes the continuation of a contract to provide masonry and stonework services on an as-needed basis including installation of and repairs to stone veneer walls, monument walls, retaining walls, and planting borders. This is the second and final two-year renewal option. The current contract expires on March 31, 2019.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Years 2019-20 and 2020-21 is subject to budget appropriation.

6. Because this contract runs from April 2019 through March 2021, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or another as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkscape Construction Specialties, Inc.</td>
<td>4/1/19 – 3/31/21</td>
<td>$ 87,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$175,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 87,500.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>TOTAL NOT TO EXCEED AMOUNT</td>
<td></td>
<td>$350,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No  
Review Completed By: N/A  
Previous Action: 2017-112  
Council Action: Approved Renewal  
Discretionary Contract Disclosure Form Required: No  
Certificate of Interested Parties (Form 1295) Required: No  
TGC 2270 Verification Form Required: No  

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. This is the second and final two-year renewal option. Purchasing has assigned 107D-19F for tracking purposes.

ATTACHMENTS:
Renewal Summary - Masonry and Stonework (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various</td>
<td>$62,500.00</td>
<td>$62,500.00</td>
</tr>
<tr>
<td>1001-0751-54901-500</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Purchase orders will be issued as needed for contract.  
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/12/2019 06:42 PM by Darlene Humphries  
Last Updated: 2/13/2019 09:55 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Parkscape Construction Specialties, Inc., in the estimated amount of $87,500.00 for the period of April 1, 2019, through September 30, 2019, in the estimated amount of $175,000.00 for the period of October 1, 2019, through September 30, 2020, and in the estimated amount of $87,500.00 for the period of October 1, 2020, through March 31, 2021, subject to funds being appropriated in Fiscal Years 2019-20 and 2020-21, however, the expenditures shall not exceed $350,000.00 for the period beginning April 1, 2019, and ending March 31, 2021.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Annual Quantity</th>
<th>Parkscape Construction, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unit Price Material</td>
</tr>
<tr>
<td>1</td>
<td>8x8x16 Gray CMU block, running bond w/galvanized ladder wire reinforcement and 3/8&quot; mortar joint (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$6.59</td>
</tr>
<tr>
<td>1A</td>
<td>8x8x16 Gray CMU block, running bond w/galvanized ladder wire reinforcement and 3/8&quot; mortar joint (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$6.59</td>
</tr>
<tr>
<td>2</td>
<td>8x8x16 Gray CMU block, running bond w/galvanized ladder wire reinforcement, concrete filled voids w/#3 rebar and 3/8&quot; mortar joint (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$7.22</td>
</tr>
<tr>
<td>2A</td>
<td>8x8x16 Gray CMU block, running bond w/galvanized ladder wire reinforcement, concrete filled voids w/#3 rebar and 3/8&quot; mortar joint (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$7.22</td>
</tr>
<tr>
<td>3</td>
<td>8x8x16 architectural CMU block (split face, burnedish, etc.), running bond w/galvanized ladder wire reinforcement and 3/8&quot; mortar joint (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$9.08</td>
</tr>
<tr>
<td>3A</td>
<td>8x8x16 architectural CMU block (split face, burnedish, etc.), running bond w/galvanized ladder wire reinforcement and 3/8&quot; mortar joint (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$9.08</td>
</tr>
<tr>
<td>4</td>
<td>8x8x16 architectural CMU block (split face, burnedish, etc.), running bond w/galvanized ladder wire reinforcement, concrete filled voids w/#3 rebar and 3/8&quot; mortar joint (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$9.71</td>
</tr>
<tr>
<td>4A</td>
<td>8x8x16 architectural CMU block (split face, burnedish, etc.), running bond w/galvanized ladder wire reinforcement, concrete filled voids w/#3 rebar and 3/8&quot; mortar joint (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$9.71</td>
</tr>
<tr>
<td>5</td>
<td>Standard king size brick in a running bond pattern with 3/8&quot; mortar joint (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$5.00</td>
</tr>
<tr>
<td>5A</td>
<td>Standard king size brick in a running bond pattern with 3/8&quot; mortar joint (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$5.00</td>
</tr>
<tr>
<td>6</td>
<td>Milsap sandstone masonry façade in a square random ashlar pattern and 3/8&quot; mortar joints (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$10.75</td>
</tr>
<tr>
<td>6A</td>
<td>Milsap sandstone masonry façade in a square random ashlar pattern and 3/8&quot; mortar joints (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$10.75</td>
</tr>
<tr>
<td>7</td>
<td>Drystack sandstone masonry in a running pattern with 3/8&quot; mortar joints (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$11.25</td>
</tr>
<tr>
<td>7A</td>
<td>Drystack sandstone masonry in a running pattern with 3/8&quot; mortar joints (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$11.25</td>
</tr>
<tr>
<td>8</td>
<td>Leuders limestone masonry façade in a square random ashlar pattern with 3/8&quot; mortar joints (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$11.75</td>
</tr>
<tr>
<td>8A</td>
<td>Leuders limestone masonry façade in a square random ashlar pattern with 3/8&quot; mortar joints (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$11.75</td>
</tr>
<tr>
<td>9</td>
<td>2&quot; - 3&quot; thick Oklahoma flagstone wall cap at 20&quot; width with 3/8&quot; mortar joints</td>
<td>LF</td>
<td>100</td>
<td>$8.75</td>
</tr>
<tr>
<td>10</td>
<td>2&quot; - 3&quot; thick Oklahoma flagstone paving set on 3/4&quot; mortar bed with 1/2&quot; mortar joints all set on top of 4&quot; thick 3,000 PSI concrete with #3 rebar at 24&quot; o.c. (less than 300.0 sq ft)</td>
<td>SF</td>
<td>200</td>
<td>$12.08</td>
</tr>
<tr>
<td>11</td>
<td>Manufactured stone veneer (less than 300.0 sq ft)</td>
<td>Face Feet</td>
<td>200</td>
<td>$16.25</td>
</tr>
<tr>
<td>11A</td>
<td>Manufactured stone veneer (300.1 to 600.0 sq ft)</td>
<td>Face Feet</td>
<td>400</td>
<td>$16.25</td>
</tr>
<tr>
<td>12</td>
<td>Material</td>
<td>$10,000.00</td>
<td>Markup: 18%</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>13</td>
<td>Labor</td>
<td>Hrs</td>
<td>$27.50</td>
<td></td>
</tr>
</tbody>
</table>
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Mart, Inc., and Authorizing Expenditures in the Total Estimated Amount of $450,000.00 for Minor Construction, Repair, and Renovation Services through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

**Administrative Comments**

1. This item is recommended by the Capital Improvements Program and Parks & Recreation departments, and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Mart, Inc., for utilization of TIPS Contract No. 170201 which expires on April 26, 2020, will allow the city to obtain trades, labor and materials services for the purpose of construction, renovation and facility repairs under the best possible terms and conditions for the city.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. Approval of this contract supports as-needed small construction projects, minor remodeling, and emergency response situations. This allows these projects to be handled in a timely and cost effective manner during heavy work load periods for Building Services, keeping service levels high. In addition, this contract will ensure that Parks & Recreation facilities are repaired in a timely, efficient, and cost effective manner for our residents.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this contract runs from March 2019 through April 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mart, Inc.</td>
<td>3/1/19 – 4/26/20</td>
<td>$262,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$187,500.00</td>
<td>2019-20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$450,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) program which is administered by Region VIII Education Service Center on June 26, 2014. Purchases under TIPS contract No. 170201 which expires on April 26, 2020 meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Prices are reasonable and within budget.
WHEREAS, the City of Irving is authorized, pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) Program administered by the Region VIII Education Service Center on June 26, 2014;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Mart, Inc., and authorizes expenditures in the estimated amount of $262,500.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $187,500.00 for the period of October 1, 2019, through April 26, 2020, for minor construction, repair, and renovation services utilizing Contract Number 170201 for Trades, Labor & Materials (JOC) through TIPS, and the Mayor is authorized to execute said contract.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR: Mart Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: TIPS

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#170201 – Trades, Labors & Materials (JOC)

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 4/26/2020

WHEREAS, the Vendor identified above (hereinafter "VENDOR") has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter "CPAA"); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter "CPAA/VENDOR Agreement") whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter "IRVING") has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAA/VENDOR Agreement; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAA/VENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

rev. 6.22.18
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I.

Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR’s Price Quote or Proposal, and the Specifications, Terms, and Conditions in above referenced CPAA/VENDOR Agreement, the goods and services requested in a valid Purchase Order. If the VENDOR and CPAA renew their contract this VENDOR/MEMBER Contract shall automatically renew to reflect the new term of the contract between the VENDOR and CPAA, but in no case shall ever exceed a total of ten years.

II.

IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR’s proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the above referenced CPAA/VENDOR Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III.

It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDOR Agreement (a copy of which are on file with IRVING’S Department of Purchasing), IRVING’S Purchase Order(s) as may be submitted during the term of the CPPA agreement with VENDOR, and IRVING’S Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

IRVING shall make payment in accordance with Texas Prompt Pay Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V.

This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, VENDOR shall be in default and notice of default shall be given to VENDOR by the Purchasing Agent of IRVING. In the event that VENDOR continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, IRVING may terminate or cancel this contract or at its option may purchase similar goods and services on the open market and recover from VENDOR any difference in price thereof.

VII.

As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.

rev. 6.22.18
IX.+-

The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement.

X.

If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

XI.

This agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that the address for notice may be changed.

XII.

This Agreement may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

VENDOR

Signature __________________________

Name: Verhon Proctor

Title: President

Company Name: Mart, Inc.

Date: 1/31/19

Address: 1503 Perry St

Irving, Texas 75060

IRVING

Signature __________________________

Name: Richard H. Stopfer

Title: Mayor

Company Name: City of Irving

Date: __________________________

Address: c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060

rev. 6.22.18
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Vernon Proctor President
(Print Name) (Print Title)

of the corporation known as Mart, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of January, A.D., 2019.

Cheryl Mourey Notary Public in and For
Notary Public in and For
My Commission expires: Oct 14, 2022

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name) (Print Title)

of [name of partnership], a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D., 20_____.

Notary Public In and For
My Commission expires: 

SINGLE ACKNOWLEDGMENT

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [name of individual], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of __________, A.D., 20_____.

Notary Public In and For
My Commission expires: 

rev. 6.22.18
Exhibit A

INSURANCE REQUIREMENTS FOR SERVICES

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation and Employers' Liability

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a minimum is of $500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted with your price quote. Exceptions must be approved in writing by City's representative. The City will not accept requests for exceptions after quotes have been received.

rev. 6.22.18
General Provisions

1. SCOPE – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured’s liability.

2. COVERAGE APPLICATION – Contractor’s insurance must be primary as respect to the City, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

3. DEDUCTIBLES AND SELF-INSURED RETentions – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. ADDITIONAL INSURED – The City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers’ Compensation and Employers’ Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured’s activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. COVERAGE CONTINUATION AND CANCELLATION – In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 835 W. Irving Blvd., Irving, Texas 75060.

6. SUBROGATION – Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage, or any other loss arising from work performed by the vendor for the City.

7. RESPONSIBILITY – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

8. ACCEPTABILITY – The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of “A- VI” or better.

rev. 6.22.18
9. PAYMENT OF PREMIUMS – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. PROOF OF INSURANCE - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

11. INDEMNIFICATION – THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Contract pursuant to its governmental function and that nothing contained in this Contract shall be construed as constituting a waiver of the CITY’S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

CONTRACTOR (Company Name) Mart, Inc.

SIGNATURE ____________________________

PRINTED NAME Vernon Proctor

PRINTED TITLE President

rev. 6.22.18
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:  

Print Name: Vernon Proctor  
Title: President

Company Name: Mart, Inc.

Date Signed: 1/31/19

NOTARIZATION

THE STATE OF Texas  
COUNTY OF Dallas  

BEFORE ME, the undersigned notary public on this day personally appeared Vernon Proctor, on behalf of Mart, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 31 day of January, 2019.

Cheryl Movrey
Notary Public in and for the State of Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #170201 (TIPS)  

LSR #
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Heritage One Roofing, Inc., and Authorizing As-Needed Expenditures in the Estimated Annual Amount of $200,000.00 for Roofing Repairs and Replacement through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

Administrative Comments

1. This item is recommended by the Capital Improvements Program (CIP) and Parks & Recreation departments and the Financial Services Department – Purchasing Division.

2. Impact: Establishment of a Vendor/Member Contract between the City of Irving and Heritage One Roofing, Inc., for utilization of TIPS Contract No. 180702 which expires on September 30, 2020, will allow the city to obtain roofing services under the best possible terms and conditions for the city.

3. This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.

4. This contract provides for roofing repairs and replacement on an as-needed basis. The CIP and Parks & Recreation departments maintain roof systems at more than 60 facilities that may require the services of this agreement.

5. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

6. Because this contract runs from March 2019 through September 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage One Roofing, Inc.</td>
<td>3/1/19 – 9/30/20</td>
<td>$116,500.00</td>
<td>2018-19</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$316,500.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required: Yes</th>
<th>Review Completed By: Dean Roggia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: None</td>
<td>Council Action: None</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required: No</td>
<td></td>
</tr>
</tbody>
</table>
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) program which is administered by Region VIII Education Service Center on June 26, 2014. Purchases under TIPS contract No.180702 which expires on September 30, 2020 meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Prices are reasonable and within budget.

ATTACHMENTS:
Vendor/Member Contract (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Various Budget: $116,500.00 Actual: $116,500.00
Purchase orders will be issued as needed
Budget Transfer/Adjustment Required: No

REVISION INFORMATION:
Prepared: 2/12/2019 07:23 PM by Darlene Humphries
Last Updated: 2/13/2019 10:56 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10005)

WHEREAS, the City of Irving is authorized, pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) Program administered by the Region VIII Education Service Center on June 26, 2014;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Heritage One Roofing, Inc., and authorizes expenditures in the estimated amount of $116,500.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $200,000.00 for the period of October 1, 2019, through September 30, 2020, for roofing services utilizing Contract Number 180702 for Roofing (JOC) through TIPS, and the Mayor is authorized to execute said contract.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR: Heritage One Roofing, Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: TIPS

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#180702 — Roofing (JOC)

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 9/30/2019

WHEREAS, the Vendor identified above (hereinafter "VENDOR") has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter "CPAA"); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter "CPAA/VENDOR Agreement") whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and politicial subdivision of the State of Texas (hereinafter "IRVING") has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAA/VENDOR Agreement; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAA/VENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

rev. 6.22.18
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I. Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR’s Price Quote or Proposal, and the Specifications, Terms, and Conditions in above referenced CPAA/VENDOR Agreement, the goods and services requested in a valid Purchase Order. If the VENDOR and CPAA renew their contract this VENDOR/MEMBER Contract shall automatically renew to reflect the new term of the contract between the VENDOR and CPAA, but in no case shall ever exceed a total of ten years.

II. IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR’s proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the above referenced CPAA/VENDOR Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III. It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDOR Agreement (a copy of which are on file with IRVING’S Department of Purchasing), IRVING’s Purchase Order(s) as may be submitted during the term of the CPAA agreement with VENDOR, and IRVING’s Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV. IRVING shall make payment in accordance with Texas Prompt Pay Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V. This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI. If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, VENDOR shall be in default and notice of default shall be given to VENDOR by the Purchasing Agent of IRVING. In the event that VENDOR continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, IRVING may terminate or cancel this contract or at its option may purchase similar goods and services on the open market and recover from VENDOR any difference in price thereof.

VII. As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII. All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.

rev. 6.22.18
IX.

The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement.

X.

If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

XI.

This agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that the address for notice may be changed.

XII.

This Agreement may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

VENDOR
Signature ________________________________
Name JEFF REN60TT
Title VICE PRESIDENT
Company Name HERITAGE ONE ROOFING, INC.
Date 1-28-19
Address: 3217 HWY 635 N.
         0AUC5 18 75247

IRVING
Signature ________________________________
Richard H. Stopfer
Mayor
City of Irving
Date ________________________________
Address: c/o Purchasing Agent
835 West Irving Boulevard
Irving, Texas 75060

rev. 6.22.18
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

JEFF KENGITT

Vice President

(Print Name) (Print Title)

of the corporation known as Heritage One Leasing Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of June, 2019.

STORMY RHODES

Notary Public In and For

My Commission expires: 07.22.2020

County, Texas

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF $
COUNTY OF $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______day of ________, A.D., ________.

Notary Public In and For

County, _________

My Commission expires: _______________________

SINGLE ACKNOWLEDGMENT

THE STATE OF $
COUNTY OF $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ______day of ________, A.D., ________

Notary Public In and For

County, _________

My Commission expires: _______________________

rev. 6.22.18
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At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

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Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

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Automobile Liability insurance with a minimum is of $500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

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2. COVERAGE APPLICATION – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. ADDITIONAL INSURED – The City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers’ Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured’s activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. COVERAGE CONTINUATION AND CANCELLATION – In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 835 W. Irving Blvd., Irving, Texas 75060.

6. SUBROGATION – Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage, or any other loss arising from work performed by the vendor for the City.

7. RESPONSIBILITY – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

8. ACCEPTABILITY – The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of “A- VI “or better.

rev. 6.22.18
9. **PAYMENT OF PREMIUMS** – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. **PROOF OF INSURANCE** - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

11. **INDEMNIFICATION** – THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLECTFUL ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Contract pursuant to its governmental function and that nothing contained in this Contract shall be construed as constituting a waiver of the CITY’s governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’s immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code (“CPRC”), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

**CONTRACTOR (Company Name)**  

**SIGNATURE**  

**PRINTED NAME**  

**PRINTED TITLE**  

rev. 6.22.18
Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: __________________________
Print Name : JEFF KENWIT Title: VICE PRESIDENT
Company Name: HERITAGE ROOFING, INC
Date Signed: 1-28-19

NOTARIZATION

THE STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned notary public on this day personally appeared Jeffrey Kenwitt on behalf of Heritage Roofing, Inc (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 30th day of January, 2019.

STORMY RHODES
Notary ID # 123996640
My Commission Expires
August 22, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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 an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #180702 (TIPS) LSR #__________
Resolution -- Approving and Accepting the Bid of Standard Utility Construction, Inc., in the Total Estimated Amount of $429,807.76 for Freeway & Street Lighting Maintenance and On-Call Services

Administrative Comments
1. This item is recommended by the Traffic & Transportation Department.

2. Impact: This maintenance and on-call services contract will provide monthly maintenance and as-needed emergency services for the freeway and street lighting systems within the City of Irving.

3. This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.

4. This award establishes an annual contract for the continuation of providing freeway and street lighting maintenance and on-call services. This contract is subject to two one-year renewal options.

5. MWBE participation in this award is 100%.

6. Funding for Fiscal Year 2018-19 is available in the Traffic and Transportation Department budget within the General Fund and the Street Improvement Bond Fund, while funding for Fiscal Year 2019-20 is subject to budget appropriation.

7. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Description</th>
<th>FY 2018-19 Estimated Amount</th>
<th>FY 2019-20 Estimated Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Utility Construction, Inc.</td>
<td>3/1/19 – 2/29/20</td>
<td>Maintenance</td>
<td>$ 87,058.72</td>
<td>$ 62,184.80</td>
<td>$149,243.52</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On-Call Services</td>
<td>$163,662.47</td>
<td>$116,901.77</td>
<td>$280,564.24</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$250,721.19</strong></td>
<td><strong>$179,086.57</strong></td>
<td><strong>$429,807.76</strong></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  
Previous Action: None  
Discretionary Contract Disclosure Form Required: No  
Certificate of Interested Parties Form Required: Yes
TGC 2270 Verification Form Required: Yes

Purchasing sent solicitations to 776 vendors, 215 of which were MWBE or HUB vendors. Two responses were received, both of which were from MWBE or HUB vendors. The lowest responsive, responsible bidder meets specifications and is being recommended for award. This award is for one year with two one-year renewal options. Purchasing has assigned ITB #087D-19F for tracking purposes.

ATTACHMENTS:

087D-19FBid Tabulation (PDF)
Standard Utility TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001-2121-55701-950</td>
<td>$65,592.87</td>
<td>$65,592.87</td>
</tr>
<tr>
<td>4005-2121-75701-900021/4005-2121-75701-900022</td>
<td>$163,662.47</td>
<td>$163,662.47</td>
</tr>
</tbody>
</table>

Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/12/2019 07:43 PM by Darlene Humphries
Last Updated: 2/18/2019 12:57 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10006)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Standard Utility Construction, Inc., in the estimated amount of $250,721.19 for the period of March 1, 2019, through September 30, 2019 and in the estimated amount of $179,086.57 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Freeway and Street Lighting Maintenance and On-Call Services.

SECTION II. THAT funding for these expenditures is available in the Traffic and Transportation Department budget within the General Fund and in the Street Improvement Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## Solarugreen

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong><strong>Bid All or None On Bid</strong></strong> Maintenance of Freeway, Street &amp; Solar Lighting Services</td>
<td>1</td>
<td>EA</td>
<td><strong>$9,135.00</strong></td>
<td><strong>$109,620.00</strong></td>
</tr>
<tr>
<td>2</td>
<td>Maintenance of Freeway, Street &amp; Solar Lighting Services</td>
<td>12</td>
<td>Month</td>
<td>$9,135.00</td>
<td>$109,620.00</td>
</tr>
<tr>
<td>3</td>
<td>Annual Estimated work is itemized below, unit pricing is requested for reference only. See Luminaire Summary Sheet 2019 for Pole Inventory</td>
<td>1</td>
<td>EA</td>
<td>$58.92</td>
<td>$8,072.04</td>
</tr>
<tr>
<td>4</td>
<td>Relamp 40’ and 50’ freeway &amp; street lighting assemblies</td>
<td>137</td>
<td>Each</td>
<td>$97.88</td>
<td>$13,409.56</td>
</tr>
<tr>
<td>5</td>
<td>Relamp High-Mast freeway lighting assemblies</td>
<td>26</td>
<td>Each</td>
<td>$652.50</td>
<td>$16,965.00</td>
</tr>
<tr>
<td>6</td>
<td>Replace Solar LED lighting assemblies</td>
<td>8</td>
<td>Each</td>
<td>$475.00</td>
<td>$3,800.00</td>
</tr>
<tr>
<td>7</td>
<td>Yearly High-Mast Inspections</td>
<td>78</td>
<td>Each</td>
<td>$552.50</td>
<td>$43,095.00</td>
</tr>
<tr>
<td>8</td>
<td>Yearly Solar Lighting inspections</td>
<td>140</td>
<td>Each</td>
<td>$261.50</td>
<td>$36,610.00</td>
</tr>
<tr>
<td>9</td>
<td>Remove and/or Replace Standard Single Mast Assemblies</td>
<td>14</td>
<td>Each</td>
<td>$552.50</td>
<td>$7,735.00</td>
</tr>
<tr>
<td>10</td>
<td>Remove and/or Replace Standard Double Mast Assemblies</td>
<td>14</td>
<td>Each</td>
<td>$683.00</td>
<td>$9,562.00</td>
</tr>
<tr>
<td>11</td>
<td>Remove and/or Replace Solar Pole Assemblies</td>
<td>5</td>
<td>Each</td>
<td>$483.50</td>
<td>$2,417.50</td>
</tr>
<tr>
<td>12</td>
<td>Remove and/or Replace Luminaire</td>
<td>20</td>
<td>Each</td>
<td>$97.88</td>
<td>$1,957.60</td>
</tr>
<tr>
<td>13</td>
<td>Remove and/or Replace Solar LED Luminaire</td>
<td>7</td>
<td>Each</td>
<td>$100.50</td>
<td>$703.50</td>
</tr>
<tr>
<td>14</td>
<td>Install Standard Foundation</td>
<td>5</td>
<td>Each</td>
<td>$1,173.00</td>
<td>$5,865.00</td>
</tr>
<tr>
<td>15</td>
<td>Install Solar Pole Assembly foundation</td>
<td>3</td>
<td>Each</td>
<td>$682.00</td>
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</tr>
<tr>
<td>16</td>
<td>Remove and/or Pull New Cable</td>
<td>2500</td>
<td>Each</td>
<td>$1.03</td>
<td>$2,575.00</td>
</tr>
<tr>
<td>17</td>
<td>Underground Splice</td>
<td>10</td>
<td>Each</td>
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<td>Per Pole Unit Price to be used for an adjustment to contracted fixed monthly rate, if applicable, when a minimum of ten (10) additional standards are maintained in any given month above the approved schedule.</td>
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<td><strong>$20.00</strong></td>
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<td>27</td>
<td>On-Call Services (Response field for this line item shall be left blank)</td>
<td>1</td>
<td>EA</td>
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## Standard Utility Construction Inc

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</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----</td>
<td>-----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>29</td>
<td>Add or replace in-ground conduit includes excavation, placement of conduit, backfill and compaction</td>
<td>100</td>
<td>LF</td>
<td>$10.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>30</td>
<td>Replace bridge packs and Cobra heads on bridges</td>
<td>2</td>
<td>Each</td>
<td>$301.40</td>
<td>$602.80</td>
</tr>
<tr>
<td>31</td>
<td>Install new bridge packs and Cobra heads on bridges</td>
<td>2</td>
<td>Each</td>
<td>$391.50</td>
<td>$783.00</td>
</tr>
<tr>
<td>32</td>
<td>Install 40’ or 50’ standard single mast arm and foundation includes wiring and hardware connections</td>
<td>25</td>
<td>Each</td>
<td>$1,900.00</td>
<td>$47,500.00</td>
</tr>
<tr>
<td>33</td>
<td>Strap conduit on bridges</td>
<td>5</td>
<td>Each</td>
<td>$683.00</td>
<td>$3,415.00</td>
</tr>
<tr>
<td>34</td>
<td>Replace service pole includes drilling the hole, setting the pole, mounting the weather head, and connecting/installing all electrical services</td>
<td>1</td>
<td>Each</td>
<td>$1,897.50</td>
<td>$1,897.50</td>
</tr>
<tr>
<td>35</td>
<td>Install ground box includes any riprap apron and required conductors/connections inside the ground box</td>
<td>25</td>
<td>Each</td>
<td>$683.00</td>
<td>$17,075.00</td>
</tr>
<tr>
<td>36</td>
<td>Pavement bore</td>
<td>50</td>
<td>Feet</td>
<td>$37.29</td>
<td>$1,864.50</td>
</tr>
<tr>
<td>37</td>
<td>Strap conduit on bridges and headwall</td>
<td>5</td>
<td>Each</td>
<td>$563.00</td>
<td>$2,815.00</td>
</tr>
<tr>
<td>38</td>
<td>Install 40’ or 50’ standard double mast arm and foundation includes wiring and hardware connections</td>
<td>20</td>
<td>Each</td>
<td>$1,256.00</td>
<td>$25,120.00</td>
</tr>
<tr>
<td>39</td>
<td>Pull cable Measurement will be based on LF of conduit regardless of size, # of conductors, and/or number or type of cable per pull</td>
<td>3000</td>
<td>LF</td>
<td>$1.30</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>40</td>
<td>Replace solar assembly batteries</td>
<td>24</td>
<td>Each</td>
<td>$144.00</td>
<td>$3,456.00</td>
</tr>
<tr>
<td>41</td>
<td>Replace solar panel assembly</td>
<td>4</td>
<td>Each</td>
<td>$230.00</td>
<td>$920.00</td>
</tr>
<tr>
<td>42</td>
<td>Replace solar cabinet assembly</td>
<td>4</td>
<td>Each</td>
<td>$369.00</td>
<td>$1,476.00</td>
</tr>
<tr>
<td>43</td>
<td>Traffic Control Plan TCP (1-1)</td>
<td>2</td>
<td>Each</td>
<td>$526.00</td>
<td>$1,052.00</td>
</tr>
<tr>
<td>44</td>
<td>Traffic Control Plan TCP (1-2)</td>
<td>3</td>
<td>Each</td>
<td>$652.00</td>
<td>$1,956.00</td>
</tr>
<tr>
<td>45</td>
<td>Traffic Control Plan TCP (1-4)</td>
<td>3</td>
<td>Each</td>
<td>$652.00</td>
<td>$1,956.00</td>
</tr>
<tr>
<td>46</td>
<td>Traffic Control Plan TCP (2-1)</td>
<td>3</td>
<td>Each</td>
<td>$652.00</td>
<td>$1,956.00</td>
</tr>
<tr>
<td>47</td>
<td>Traffic Control Plan TCP (2-4)</td>
<td>3</td>
<td>Each</td>
<td>$652.00</td>
<td>$1,956.00</td>
</tr>
<tr>
<td>48</td>
<td>Traffic Control Plan TCP (6-1)</td>
<td>3</td>
<td>Each</td>
<td>$652.00</td>
<td>$1,956.00</td>
</tr>
<tr>
<td>49</td>
<td>Traffic Control Plan TCP (6-2)</td>
<td>3</td>
<td>Each</td>
<td>$683.00</td>
<td>$2,049.00</td>
</tr>
<tr>
<td>50</td>
<td>Traffic Control Plan TCP (6-3)</td>
<td>3</td>
<td>Each</td>
<td>$683.00</td>
<td>$2,049.00</td>
</tr>
<tr>
<td>51</td>
<td>Traffic Control Plan TCP (6-4)</td>
<td>3</td>
<td>Each</td>
<td>$683.00</td>
<td>$2,049.00</td>
</tr>
<tr>
<td>52</td>
<td>Traffic Control Plan TCP (6-5)</td>
<td>3</td>
<td>Each</td>
<td>$683.00</td>
<td>$2,049.00</td>
</tr>
<tr>
<td>53</td>
<td>48-A Foundation per Texas Department of Transportation (TxDOT) Standard Plans and Specifications – Traffic Signal Support structures LMA (2) -01</td>
<td>4</td>
<td>Each</td>
<td>$7,050.00</td>
<td>$28,200.00</td>
</tr>
<tr>
<td>54</td>
<td>Install Concrete RipRap – TxDOT Roadway Illumination Details RID (FND)-07 and TxDOT and Standard Specifications for Construction and Maintenance of Highways, streets, and Bridges Item 432</td>
<td>6</td>
<td>Each</td>
<td>$783.00</td>
<td>$4,698.00</td>
</tr>
</tbody>
</table>
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

[Signature]

Print Name: Greg Pinkerton
Title: Vice President Operations

Company Name: Standard Utility Construction, Inc.

Date Signed: 2/8/19

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned notary public on this day personally appeared Greg Pinkerton, on behalf of Standard Utility Construction, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 8th day of February 2019.

[Stamp]

ANGELA DEFEE HOBBS
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #087D-19F

LSR #___________
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and SHI Government Solutions, Inc., in an Amount Not to Exceed $300,000.00 for As-Needed Purchases of Hardware, Hardware Components, Backup Supplies, and Software Licensing, Support, and Subscription Renewals through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

Administrative Comments
1. This item is recommended by the Information Technology Department.
2. **Impact**: Establishment of a Vendor/Member Contract between the City of Irving and SHI Government Solutions, Inc., for utilization of BuyBoard Contract No. 579-19 for Technology Equipment and Supplies, Software, Telecommunications Products and Asset Disposal and Recovery, will allow the city to procure these items on an as-needed basis under the best possible terms and conditions for the city.
3. Approval of this item allows for the purchase of malware mitigation and security education software as well as a variety of hardware and backup supply items and software and support renewals that may be required by all city departments as individual purchases or though the city’s computer replacement program.
4. Funding for Fiscal Year 2018-19 is available in various departmental budgets within various funds, while funding for Fiscal Year 2019-20 is subject to budget appropriation.
5. Because this Vendor/Member contract runs March 2019 through December 2019, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year’s additional purchases and the total contract award amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>FY18-19 Expenditure</th>
<th>FY19-20 Expenditure</th>
<th>Total Estimated Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHI Government Solutions, Inc.</td>
<td>3/1/2019 – 12/31/2019</td>
<td>$210,000.00</td>
<td>$90,000.00</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required**: Yes
**Review Completed By**: Carolyn Matthis
**Previous Action**: None
**Council Action**: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes


ATTACHMENTS:
TGC 2270 (PDF)
Vendor Member Contract (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Various Accounts</th>
<th>Budget: $300,000.00</th>
<th>Actual: $300,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase orders will be issued as needed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Adjustment Required: No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REVISION INFORMATION:

Prepared: 2/8/2019 05:31 PM by Jerry Perry
Last Updated: 2/21/2019 06:03 PM by Carolyn Matthis
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 9996)

WHEREAS, the City of Irving is authorized pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 20, 2007;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and SHI Government Solutions, Inc., in the estimated amount of $210,000.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $90,000.00 for the period of October 1, 2019, through December 31, 2019, subject to funds being appropriated in Fiscal Year 2019-20; however, the expenditures shall not exceed $300,000.00 for the period of March 1, 2019 through December 31, 2019, for as-needed purchases of hardware, hardware components, backup supplies, software license purchases, and software support and subscription renewals utilizing Contract Number 579-19 for Technology Equipment, Products, Services, and Software, and the Mayor is authorized to execute said contract.

SECTION II. THAT funding for these expenditures is available in various departmental budgets within various funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on February 28, 2019.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: 

Kristina Mann                      Title: Sr. Contract Specialist
Print Name :                      Company Name: SHI Government Solutions Inc.
Date Signed: 1/29/19

NOTARIZATION

THE STATE OF New Jersey
COUNTY OF Somerset

BEFORE ME, the undersigned notary public on this day personally appeared Kristina Mann, on behalf of SHI Government Solutions Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBscribed before me on the 29th day of January, 2019.

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #579-19 (BuyBoard)  LSR #__________
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR: SHI Government Solutions, Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: BuyBoard

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:
#579-19 - Technology Equipment, Products, Services & Software

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 12/31/2019

WHEREAS, the Vendor identified above (hereinafter "VENDOR") has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter "CPAA"); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter "CPAA/VENDOR Agreement") whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter "IRVING") has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAA/VENDOR Agreement and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAA/VENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

rev. 6.22.18
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I.

Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR's Price Quote or Proposal and the Specifications, Terms, and Conditions in above referenced CPAA/VENDOR Agreement, the goods and services requested in a valid Purchase Order.

II.

IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR's proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the above referenced CPAA/VENDOR Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III.

It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDOR Agreement (a copy of which are on file with IRVING'S Department of Purchasing), IRVING’S Purchase Order(s) as may be submitted during the term of the CPPA agreement with VENDOR, and IRVING’s Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

IRVING shall make payment in accordance with Texas Prompt Pay Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V.

This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, VENDOR shall be in default and notice of default shall be given to VENDOR by the Purchasing Agent of IRVING. In the event that VENDOR continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, IRVING may terminate or cancel this contract or at its option may purchase similar goods and services on the open market.

VII.

As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.

IX.

rev. 6.22.18
The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement.

X.

If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

XI.

This agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that the address for notice may be changed.

XII.

This Agreement may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

VENDOR
Signature

IRVING
Signature

Name_ Kristina Mann
Title_ Gr. Contract Specialist
Company Name_ SHI Government Solutions Inc.
Date_ 1/24/19
Address: 1301 S. MoPac Expressway
Austin, TX 78746

Richard H. Stopfer
Mayor
City of Irving
Date_ ________________
Address: c/o Purchasing Agent
835 West Irving Boulevard
Irving, Texas 75060
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF ________________  $  
COUNTY OF ________________  $  

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

______________________________   ____________________________
                      (Print Name)                  (Print Title)

of the corporation known as SHI Government Solutions, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of January, A.D., 2019.

______________________________   ____________________________
                      Notary Public In and For                      
                      ________________ County, ________________
                      

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ________________  $  
COUNTY OF ________________  $  

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

______________________________   ____________________________
                      (Print Name)                  (Print Title)

of ________________ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ________________, A.D., __________.

______________________________   ____________________________
                      Notary Public In and For                      
                      ________________ County, ________________
                      

SINGLE ACKNOWLEDGMENT

THE STATE OF ________________  $  
COUNTY OF ________________  $  

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ____________________________ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ________________, A.D., __________.

______________________________   ____________________________
                      Notary Public In and For                      
                      ________________ County, ________________
                      

My Commission expires: ____________________________

rev. 6.22.18
Exhibit A

INSURANCE REQUIREMENTS FOR SERVICES

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers' Compensation and Employers' Liability
Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability
Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance
Automobile Liability Insurance with a minimum of $500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted with your price quote. Exceptions must be approved in writing by City's representative. The City will not accept requests for exceptions after quotes have been received.
General Provisions

1. **SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured’s liability.

2. **COVERAGE APPLICATION** – Contractor’s insurance must be primary as respect to the City, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS** – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. **ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers’ Compensation and Employers’ Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured’s activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. **COVERAGE CONTINUATION AND CANCELLATION** – In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 835 W. Irving Blvd., Irving, Texas 75060.

6. **RESPONSIBILITY** – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

7. **ACCEPTABILITY** – The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of “A- VI” or better.

8. **PAYMENT OF PREMIUMS** – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.
9. **PROOF OF INSURANCE** - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

10. **INDEMNIFICATION** – THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREBUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Contract pursuant to its governmental function and that nothing contained in this Contract shall be construed as constituting a waiver of the CITY’S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code (“CPRC”), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

**CONTRACTOR (Company Name)** SHI Government Solutions Inc.

**SIGNATURE**

**PRINTED NAME** Kristina Mann

**PRINTED TITLE** Sr. Contract Specialist

rev. 8.22.18
Resolution -- Approving Additional Funding for As-Needed Purchases from Mountain States Pipe & Supply Co. (MSPS), in the Total Amount of $75,000.00 for Water Meter GPS Services

Administrative Comments
1. This item is recommended by the Water Utilities Department.

2. **Impact:** MSPS provides water meter audit, GPS, and repair/installation services for City of Irving water meters to allow them to be read remotely over a fixed network system through the Advanced Metering Infrastructure (AMI) project.

3. **This item will be presented to the Transportation and Natural Resources Committee on February 27, 2019.**

4. The Water Utilities Department recommends increasing the amount of the annual contract renewed on April 19, 2018 by RES-2018-138, for an additional $75,000.00 (25%), so that MSPS can continue to provide Water Meter GPS Services. This will increase the contract from $300,000.00 to $375,000.00 for the remainder of the current term.

5. The contract period began on May 31, 2018 and ends on May 31, 2019, subject to funding being appropriated in Fiscal Year 2018-19. The contract has no remaining renewal options.

6. Funding in the total amount of $75,000.00 for fiscal year 2018-19 is available in the Water & Sewer System Non-Bond CIP fund.

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

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**Comments:**

**ATTACHMENTS:**

- Addendum No. 4 (PDF)
- MSPS - TGC 2270 (PDF)
- Discretionary Contract Form (PDF)
CURRENT YEAR FINANCIAL IMPACT:

5422-3251-75901-905033  Budget: $75,000.00  Actual: $75,000.00

Purchase orders will be issued as needed.
Budget Adjustment Required: No

REVISION INFORMATION:

Prepared: 2/5/2019 02:27 PM by Jerry Perry
Last Updated: 2/22/2019 09:46 AM by Dean James Roggia
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves additional funding for as-needed purchases from Mountain States Pipe & Supply Co., for Water Meter GPS Services, as provided in the attached Addendum No. 4, in the total estimated amount of $75,000.00, and authorizes the Mayor to execute said Addendum No. 4.

SECTION II. THAT funding for these expenditures is available in the Water and Sewer System Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

___________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ADDENDUM No. 4

TO AGREEMENT FOR WATER METER GPS SERVICES BETWEEN THE
CITY OF IRVING (CITY) AND MOUNTAIN STATES PIPE & SUPPLY CO (CONSULTANT)

This Addendum No. 4 serves to increase the amount of the annual contract renewed by City Council Resolution 2018-138, on April 19, 2018, for an additional $75,000.00 (25%), and to authorize CONSULTANT to continue to provide water meter GPS services according to the Agreement, as amended herein. The Parties agree that Section 2.1 of the Agreement is hereby amended as follows:

2.1 CITY shall pay CONSULTANT a fee not-to-exceed Three-Hundred Seventy-Five Thousand and no/100 dollars ($375,000.00), including reimbursable expenses in an amount not-to-exceed ($0.00) for the Services as specified in Exhibit “A” of this Agreement. CONSULTANT shall provide substantiating receipts for all approved expenses submitted for reimbursement in accordance with CITY’s Reimbursement Guidelines set forth in Exhibit “B” of this Agreement.

Except as amended hereby, all other terms and conditions of the Agreement, as amended by Addendum 1, 2, and 3, shall remain in full force and effect.

Executed in three counterparts (each of which is an original) on behalf of CONSULTANT and on behalf of the City by its Mayor hereunto duly authorized this 19th day of February, 2019.

CITY:
City of Irving

By:  
Rick Stopfer, Mayor

Attest:  
Shanae Jennings, City Secretary

CONSULTANT:
Mountain States Pipe & Supply Co

By:  
[Signature]

Attest:  
[Signature]

APPROVED AS TO FORM:

Kuruvilla Oommen, City Attorney
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:  

Paul T. Carroll

Print Name:  

Paul T. Carroll  

Title:  

CEO

Company Name:  

Mountain States Pipe & Supply Co

Date Signed:  

February 20, 2019

NOTARIZATION

THE STATE OF CO  

COUNTY OF EL PASO

BEFORE ME, the undersigned notary public on this day personally appeared  

Paul T. Carroll  

on behalf of  

Mountain States Pipe & Supply (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 30th day of February, 2019.

Jane Gold

Notary Public In and For the State of CO

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #147M-17F

LSR #__________
DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES
The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds $100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

A. Project Description: Water Meter GPS Services

B. RFP or RFQ, Number and Date of Issuance: 081M-15F

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract
(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: ___________________________ City: ________ Zip: ________
Address: _________________________ City: ________ Zip: ________
Email: __________________________ Telephone: _______________

Name: ___________________________ City: ________ Zip: ________
Address: _________________________ City: ________ Zip: ________
Email: __________________________ Telephone: _______________

Name: ___________________________ City: ________ Zip: ________
Address: _________________________ City: ________ Zip: ________
Email: __________________________ Telephone: _______________

B. Entity Parties to the Discretionary Contract
(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Entity Name: Mountain States Pipe & Supply Co
Officer, Agent or other Contact: Paul T Carroll
Address: 7765 Electronic Drive City: Colorado Springs Zip: 80922
Email: pcarroll@msps.com Telephone: 719-475-4020
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: _____________________________
Officer, Agent or other Contact: _____________________________
Address: _____________________________ City: ___________ Zip: ___________
Email: _____________________________ Telephone: _____________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: _____________________________
Officer, Agent or other Contact: _____________________________
Address: _____________________________ City: ___________ Zip: ___________
Email: _____________________________ Telephone: _____________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: _____________________________
Officer, Agent or other Contact: _____________________________
Address: _____________________________ City: ___________ Zip: ___________
Email: _____________________________ Telephone: _____________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[Signature]
Individual, Officer, Employee or Agent
Date: February 19, 2019

Printed Name: Paul T Carroll
Position: CEO
Entity: Mountain States Pipe & Supply Co
Resolution -- Renewing the Annual Contract with Core & Main LP, in the Total Estimated Amount of $80,240.87 for Couplings, Clamps, and Service Saddles

Administrative Comments

1. This item is recommended by the Water Utilities Department.

2. **Impact:** Couplings, clamps, and service saddles are used for repairs in the city's water distribution system and for new service connections.

3. **This item will be presented to the Transportation & Natural Resources Committee on February 27, 2019.**

4. This renewal establishes the continuation of an annual contract to provide couplings, clamps and service saddles. This is the first of two one-year renewal options. The current contract expires February 28, 2019.

5. A price increase was granted for their products in the total estimated amount of $3,631.89. Water Utilities is agreeable with the increase as the requested pricing increase has been properly documented per the terms of the bid specifications.

6. Funding for Fiscal Year 2018-19 is available in the Water and Sewer System Fund while funding for Fiscal Year 2019-20 is subject to budget appropriation.

7. Because this annual contract runs from March 2019 through February 2020, it is possible that more than the estimated amounts shown in the chart below may be spent in one operating year or the other as long as there are budget funds available to accommodate that year's additional purchases and the total contract award amount is not exceeded.

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<td>2018-19</td>
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<td>$33,433.87</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$80,240.87</strong></td>
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**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** 2018-101
- **Council Action:** Approved Award
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** No
- **TGC 2270 Verification Form Required:** No
Comments: Services and goods provided by the vendor meet specifications and performance criteria; requested pricing escalation has been properly documented and is acceptable per the terms of the bid specifications. This is the first of two one-year renewals. Purchasing has assigned 089J-19F for tracking purposes.

ATTACHMENTS:

Renewal Summary (PDF)

CURRENT YEAR FINANCIAL IMPACT:

5402-3251-55901-1050  Budget $46,807.00  Actual: $46,807.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 1/25/2019 10:11 AM by Jerry Perry
Last Updated: 2/20/2019 09:32 AM by Margarita Herrera
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the annual contract with Core & Main LP, in the estimated amount of $46,807.00 for the period of March 1, 2019, through September 30, 2019, and in the estimated amount of $33,433.87 for the period of October 1, 2019, through February 29, 2020, subject to funds being appropriated in Fiscal Year 2019-20, for Couplings, Clamps, and Service Saddles.

SECTION II. THAT funding for these expenditures is available in the Water and Sewer System Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
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<td>451.62</td>
<td>3,213.92</td>
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<td>8&quot; AC to PVC Transition Coupling</td>
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<td>5.6</td>
<td>8&quot; Hymax Coupling</td>
<td>56</td>
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<td>212.57</td>
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<td>5.10</td>
<td>8&quot; Romac &quot;Macro&quot; Coupling</td>
<td>56</td>
<td>213.20</td>
<td>1,279.20</td>
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<td>5.11</td>
<td>8&quot; Romac &quot;Macro&quot; Coupling</td>
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<td>482.88</td>
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<td>17,128.64</td>
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<td>Unit Price</td>
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<td>6.1</td>
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<td>56</td>
<td>85.88</td>
<td>4,182.88</td>
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<td>56</td>
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<td>5,556.88</td>
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<td>6.3</td>
<td>20&quot; x 1&quot; Service Saddle CC</td>
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<td>106.29</td>
<td>1,292.64</td>
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<td>56</td>
<td>121.81</td>
<td>7,266.86</td>
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<td>Supplier</td>
<td>Quantity</td>
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</tr>
<tr>
<td>6.5</td>
<td>12&quot; x 1&quot; Service Saddle CC</td>
<td>Min 12.62 Max 14.32</td>
<td>FORD</td>
<td>6</td>
<td>$154.09</td>
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<td>12&quot; x 2&quot; Service Saddle CC</td>
<td>Min 12.62 Max 14.32</td>
<td>FORD</td>
<td>6</td>
<td>$176.94</td>
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<td>100 4&quot;x6&quot;x24&quot; Tap Saddle, PCX4T</td>
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<td>PIPE CONX</td>
<td>1</td>
<td>$30.23</td>
</tr>
<tr>
<td>6.8</td>
<td>2 4&quot; x 1&quot; Service Saddle CC</td>
<td>Min 4.74 Max 5.63</td>
<td>FORD</td>
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<td>$72.90</td>
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<td>6.9</td>
<td>2 10&quot; x 1&quot; Service Saddle CC</td>
<td>Min 10.64 Max 12.12</td>
<td>FORD</td>
<td>1</td>
<td>$131.67</td>
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<td>6.10</td>
<td>2 10&quot; x 2&quot; Service Saddle CC</td>
<td>Min 10.64 Max 12.12</td>
<td>FORD</td>
<td>2</td>
<td>$155.32</td>
</tr>
<tr>
<td>6.11</td>
<td>3 16&quot; x 1&quot; Service Saddle CC</td>
<td>Min 17.40 Max 18.88</td>
<td>FORD</td>
<td>3</td>
<td>$442.47</td>
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<tr>
<td>6.12</td>
<td>3 16&quot; x 2&quot; Service Saddle CC</td>
<td>Min 17.40 Max 18.88</td>
<td>FORD</td>
<td>3</td>
<td>$524.91</td>
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<td>6.13</td>
<td>3 18&quot; x 1&quot; Service Saddle CC</td>
<td>Min 19.50</td>
<td>FORD</td>
<td>3</td>
<td>$524.91</td>
</tr>
<tr>
<td>6.14</td>
<td>3 18&quot; x 2&quot; Service Saddle CC</td>
<td>Min 19.50</td>
<td>FORD</td>
<td>3</td>
<td>$524.91</td>
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<td>6.15</td>
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<td>Min 19.50</td>
<td>FORD</td>
<td>3</td>
<td>$524.91</td>
</tr>
<tr>
<td>6.16</td>
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<td>Min 21.60</td>
<td>FORD</td>
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</table>

**Total:** $21,102.37

**All Groups:** $80,240.87
AGENDA ITEM SUMMARY

Meeting: 2/28/2019
DOC ID: 10001
Recommending Department: Fleet Services Division
LSR No: N/A

Resolution -- Approving the Purchase from Caldwell Country Chevrolet for Various Vehicles in the Total Estimated Amount of $160,130.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Solid Waste Services & Water Utilities Departments and approved by the Fleet Services Division.

2. Impact: Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of city departments and the residents of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Caldwell Country Chevrolet. The contract was approved by Administrative Award No. 6057 on September 25, 2018 utilizing BuyBoard 521-16 which was renewed on December 1, 2018 and expires on November 30, 2019.

4. Budgeted replacements are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Services</td>
<td>2019 Chevrolet 1500 Silverado Double Cab</td>
<td>1</td>
<td>06199</td>
<td>$ 41,310.00</td>
<td>Solid Waste Enterprise</td>
</tr>
<tr>
<td></td>
<td>2019 Chevrolet 2500HD Silverado Crew Cab</td>
<td>1</td>
<td>06202</td>
<td>$ 57,925.00</td>
<td></td>
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<tr>
<td>Water Utilities</td>
<td>2019 Chevrolet 1500 Double Cab</td>
<td>1</td>
<td>32119</td>
<td>$ 29,660.00</td>
<td>Water &amp; Sewer System</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$128,895.00</strong></td>
<td></td>
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</tbody>
</table>

5. Supplemental vehicle purchases are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Utilities</td>
<td>2019 Chevrolet 1500 Silverado Double Cab w/Bed Cover</td>
<td>1</td>
<td>$ 31,235.00</td>
<td>Water &amp; Sewer System</td>
</tr>
</tbody>
</table>

6. Funding in the total estimated amount of $160,130.00 is available in the Solid Waste Enterprise and Water & Sewer System funds.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: None
Review Completed By: N/A
Council Action: None
Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties (Form 1295) Required: No

TGC 2270 Verification Form Required: No

Comments: The City of Irving entered into an Interlocal Participation Agreement with the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007. These purchases under Contract No. 521-16 which expires on November 30, 2019 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

Vehicle Quotes (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
<th>P0213248</th>
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</thead>
<tbody>
<tr>
<td>5060-0612-75401-9100</td>
<td>$50,000.00</td>
<td>$41,310.00</td>
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<td>$57,925.00</td>
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<tr>
<td>5402-3211-75501-9100</td>
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<td>5402-3251-75501-9100</td>
<td>$30,000.00</td>
<td>$31,235.00</td>
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REVISION INFORMATION:

Prepared: 2/12/2019 05:34 PM by Darlene Humphries
Last Updated: 2/22/2019 09:25 AM by Darlene Humphries
WHEREAS, the City of Irving is authorized pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Purchasing Cooperative administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Caldwell Country Chevrolet for as-needed vehicle purchases utilizing Contract Number 521-16 through the BuyBoard Program on September 25, 2018 by Administrative Award No. 6057;

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

SECTION I. THAT the City Council hereby approves the purchase from Caldwell Country Chevrolet in the total estimated amount of $160,130.00 for various vehicles utilizing Contract Number 521-16 through the BuyBoard Program.

SECTION II. THAT funding for these expenditures is available in the Solid Waste Enterprise and Water & Sewer System funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
QUOTE# 052 (06199)  CONTRACT PRICING WORKSHEET  
End User: CITY OF IRVING  CADDWELL COUNTRY CHEVROLET  
Contact Name: LARRY SPAIN  CADDWELL COUNTRY  
Email: LSPAIN@CITYOFIRVING.ORG  Prepared By: Averyt Knapp  
Phone #: 972-721-8095 DEBBIE JACKSON  Email: aknapp@caddwellcountry.com  
Fax #:  
Location City & State: IRVING, TX  Fax #: 979-567-0853  
Date Prepared: DECEMBER 12, 2018  Address: P. O. Box 27, Caldwell, TX 77836  
Contract Number: BUY BOARD #521-16  Tax ID # 14-1856872  
Product Description: 2019 CHEVROLET 1500 SILVERADO CC15903  

A Base Price ($22,475) & Options ($18,635):  $41,110  

B Fleet Quote Option:  
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4X2, 5.3L-V8, DOUBLE CAR, CC15753 ALL PER ATTACHED 06199</td>
<td>$18,635</td>
<td>CADDWELL COUNTRY</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO BOX 27</td>
<td></td>
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<td></td>
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<td>CADDWELL, TEXAS 77836</td>
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</table>

Subtotal B INCL  

C Unpublished Options  

Subtotal C  

D Other Price Adjustments (Installation, Delivery, Etc.)  

Subtotal D FOR IRVING INCL  

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)  $41,110  

Quantity Ordered X 1  

Subtotal E  $41,110  

F Non-Equipment Charges (Trade-In, Warranty, Etc.)  

BUY BOARD FEE  $400  $200  

G. Color of Vehicle: WHITE  

H. Total Purchase Price (E+F)  $41,510  $41,310  

Estimated Delivery  150-180 DAYS APPX  

Date:  

Packet Pg. 223
QUOTE# 051

End User: CITY OF IRVING
Contact Name: LARRY SPAIN
Email: LSPAIN@CITYOFIRVING.ORG
Phone #: 972-721-8095 DEBBIE JACKSON
Fax #: 979-567-6116
Location City & State: IRVING, TX
Date Prepared: DECEMBER 8, 2018
Contract Number: BUY BOARD #521-16
Product Description: 2019 CHEVROLET 2500HD SILVERADO CC25903

<table>
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<th>Code</th>
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<td></td>
<td>4X4, CREW-C25943, ALL PER ATTACHED 06202</td>
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Caldwell Country
PO Box 27
Caldwell, Texas 77836

Subtotal B: INCL

C Unpublished Options

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc.)

Subtotal D: FOB IRVING: INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)

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F Non-Equipment Charges (Trade-In, Warranty, Etc.)

BUY BOARD FEE: $400

G. Color of Vehicle: WHITE

H. Total Purchase Price (E+F): $56,125

Estimated Delivery: 150-180 DAYS APXX

Date:
**QUOTE# 32119A & SUPP IRRIGATOR**

**CONTRACT PRICING WORKSHEET**

**End User:** CITY OF IRVING  
**Contact Name:** LARRY SPAIN

**Email:** LSPAING@CITYOFIRVING.ORG  
**Phone #:** 972-721-8095 DEBBIE JACKSON

**Fax #:**  
**Location City & State:** IRVING, TX

**Date Prepared:** JANUARY 23, 2019  
**Contract Number:** BUY BOARD #521-16

**Product Description:** 2019 CHEVROLET 1500 SILVERADO CC15903

A **Base Price** ($22,475) & Options ($7,185): $29,660

B **Fleet Quote Option:**

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</tr>
</thead>
<tbody>
<tr>
<td>4X2, 5.3L-V8, DOUBLE CAB, CC15753 ALL PER ATTACHED IRRIGATOR (Tonneau Cover Not Included)</td>
<td>$7,185</td>
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**Address:** P. O. Box 27, Caldwell, TX 77836
**Fax #:** 979-567-0853

**Subtotal B** $29,660 INCL

C **Unpublished Options**

<table>
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<th>Code</th>
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<th>Cost</th>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
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</table>

**Subtotal C**

D **Other Price Adjustments (Installation, Delivery, Etc...)**

**Subtotal D** FOB IRVING INCL

E **Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)** $29,660

| Quantity Ordered | X 1 |

**Subtotal E** $29,660

F **Non-Equipment Charges (Trade-In, Warranty, Etc...)**

**BUY BOARD FEE (PER PURCHASE ORDER, NOT PER UNIT)**

**NOTE:** Buy Board Fee waived with Quote# 060

G. **Color of Vehicle:** WHITE

H. **Total Purchase Price (E+F)** $29,660

**Estimated Delivery:** 150-180 DAYS APPX

**Date:**
**QUOTE# 060 (IRRIGATOR)**

**End User:** CITY OF IRVING

**Contact Name:** LARRY SPAIN

**Email:** LSPAIN@CITYOFIRVING.ORG

**Phone #:** 972-721-8095 DEBBIE JACKSON

**Fax #:**

**Location City & State:** IRVING, TX

**Date Prepared:** JANUARY 8, 2019

**Contract Number:** BUY BOARD #521-16

**Product Description:** 2019 CHEVROLET 1500 SILVERADO CC15903

**C A Base Price ($22,475) & Options ($8,360):** $30,835

**B Fleet Quote Option:**

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<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4X2, 5.3L-V8, DOUBLE CAB, CC15753 ALL PER ATTACHED IRRIGATOR</td>
<td>$8,360</td>
<td>C ALEDBWELL COUNTRY PO BOX 27</td>
<td></td>
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<td>CALDWELL, TEXAS 77836</td>
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</tr>
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</table>

Subtotal B INCL

**C Unpublished Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
</table>

Subtotal C

**D Other Price Adjustments (Installation, Delivery, Etc...)**

**Subtotal D FOB IRVING** INCL

**E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)** $30,835

**Quantity Ordered** X 1

**Subtotal E** $30,835

**F Non-Equipment Charges (Trade-In, Warranty, Etc...)**

**BUY BOARD FEE (PER PURCHASE ORDER, NOT PER UNIT)** $400

**G. Color of Vehicle:** WHITE

**H. Total Purchase Price (E+F)** $31,235

**Estimated Delivery Date:** 150-180 DAYS APPX
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack’s Five Star Ford for the Purchase of Pickups, Vans and Utility Vehicles through an Interlocal Agreement with Tarrant County

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division.

2. Impact: Establishment of a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford for utilization of Tarrant County Contract No. 2019-041 which expires December 3, 2019, will allow the city to procure pickups, vans and utility vehicles under the best possible terms and conditions for the city.

3. Approval of this contract supports the purchase of various vehicles as presented in the following item on this agenda as well as any future purchases from this vendor through the designated Tarrant County contract for the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Christina N. Weber
Previous Action: None  Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments: The City of Irving entered into an Interlocal Participation Agreement with Tarrant County in September 2000, for the purchase of various commodities using contracts administered and bid by Tarrant County. Purchases made under Tarrant County Contract No. 2019-041 which expires on December 3, 2019, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget.

ATTACHMENTS:

Vendor/Member Contract  (PDF)
TGC 2270   (PDF)
CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 2/12/2019 10:26 AM by Darlene Humphries
Last Updated: 2/13/2019 10:04 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 9997)

WHEREAS, the City of Irving is authorized pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Tarrant County in September 2000, for the purchase of various commodities using contracts administered and bid by Tarrant County;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Sam Pack’s Five Star Ford, for as-needed purchases utilizing Contract Number 2019-041 for purchase of pickups, vans and utility vehicles through Tarrant County, subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures, and the Mayor is authorized to execute the attached contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of March 1, 2019, through December 3, 2019.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR:  Sam Pack's Five Star Ford

COOPERATIVE PURCHASING ASSOCIATION/AGENCY:  Tarrant County

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:
#2019-041 – Purchase of Pickup Trucks, Vans & Utility Vehicles

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT:  1/14/2020

WHEREAS, the Vendor identified above (hereinafter "VENDOR") has submitted bids and/or proposals to the Cooperative Purchasing Association/Agency identified above (hereinafter "CPAA"); and

WHEREAS, VENDOR and CPAA have entered into the above referenced Cooperative Purchasing Association/Agency Agreement with Vendor (hereinafter "CPAAVENDOR Agreement") whereby VENDOR has agreed to sell to CPAA and its Members or Interlocal Contractors certain goods and services of a nature and quality as represented in the specifications and proposals, and at a specified price; and

WHEREAS, the City of Irving, a home-rule municipal corporation and political subdivision of the State of Texas (hereinafter "IRVING") has entered into an agreement with the CPAA to be a member or interlocal contractor which may purchase specified goods and services at the prices listed pursuant to the CPAAVENDOR Agreement; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, IRVING desires to purchase, and VENDOR desires to sell, certain goods and services under the CPAAVENDOR Agreement; and

WHEREAS, IRVING and VENDOR have the intent to comply with all applicable laws relative to performance and payment bonds, as well as laws and policies relative to workers compensation and liability insurance; and

WHEREAS, IRVING and VENDOR desire to enter into this VENDOR/MEMBER Contract to clarify and make explicit the rights, duties and responsibilities between the parties, and to have this VENDOR/MEMBER Contract as a legally enforceable agreement between VENDOR and IRVING, and in case of any conflicts between this Contract and the provisions of an agreement with the CPAA, the terms of this Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.
NOW, THEREFORE, VENDOR and IRVING agree that the foregoing are true and correct, and further agree as follows:

I.

Conditioned upon purchase being approved by the Irving City Council, or approval being made administratively, for VENDOR, to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of IRVING, VENDOR does hereby agree to furnish and/or deliver to IRVING in accordance with VENDOR's Price Quote or Proposal, and the Specifications, Terms, and Conditions in above referenced CPAA/VENDOR Agreement, the goods and services requested in a valid Purchase Order. If the VENDOR and CPAA renew their contract this VENDOR/MEMBER Contract shall automatically renew to reflect the new term of the contract between the VENDOR and CPAA, but in no case shall ever exceed a total of ten years.

II.

IRVING agrees to pay VENDOR for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the VENDOR's proposal and any subsequent modifications agreed to by both VENDOR and IRVING, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, the above referenced CPAA/VENDOR Agreement, and its attachments. Any purchase of goods and services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution or Administrative Award approving purchase from VENDOR may require additional authorization.

III.

It is understood that the following documents, to wit: the Council Resolution or Administrative Award as may be applicable, the Price Quote, the Specifications, Terms and Conditions, and the Bid Page or Proposal as awarded and set out in CPAA/VENDOR Agreement (a copy of which are on file with IRVING'S Department of Purchasing), IRVING'S Purchase Order(s) as may be submitted during the term of the CPAA agreement with VENDOR, and IRVING's Insurance Requirements for Services (Exhibit A), are hereby made a part and parcel of this Contract and incorporated herein for all purposes. In addition to the provisions of this Contract, IRVING shall have all powers and duties as a Member of the CPAA, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

IRVING shall make payment in accordance with Texas Prompt Pay Act, Chapter 2251, Texas Government Code. The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from VENDOR, or after reasonable verification as to the requirements specified, whichever is later.

V.

This contract is made and shall be construed according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, VENDOR shall be in default and notice of default shall be given to VENDOR by the Purchasing Agent of IRVING. In the event that VENDOR continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, IRVING may terminate or cancel this contract or at its option may purchase similar goods and services on the open market and recover from VENDOR any difference in price thereof.

VII.

As a condition of this Agreement, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this Agreement, VENDOR, its associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, gender, veteran status, or physical disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all VENDOR records relating to this Agreement and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Agreement, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Agreement.

VIII.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this Contract.
IX.+-

The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement.

X.

If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

XI.

This agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that the address for notice may be changed.

XII.

This Agreement may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIII.

This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement.

VENDOR

Signature __________________________

Name (Handwritten) __________________________

Title __________________________

Company Name __________________________

Date __________________________

Address: __________________________

IRVING

Signature __________________________

Richard H. Stopfer

Mayor

City of Irving

Date __________________________

Address: c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060

rev. 6.22.18
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF ___________________ $
COUNTY OF ___________________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

__________________________________________  ________________
(Print Name) (Print Title)
of the corporation known as ___________________________, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____________, A.D., 2_____.

__________________________________________
Notary Public In and For

____________________ County, ____________

My Commission expires: ____________________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF ___________________ $
COUNTY OF ___________________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

________________________
(Alien Name)

________________________
(Print Title)
of ____________________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____________, A.D., 2_____.

________________________
Notary Public, State of Texas:

________________________
Notary ID: _____________________

My Commission expires: ____________

SINGLE ACKNOWLEDGMENT

THE STATE OF ___________________ $
COUNTY OF ___________________ $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ____________________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____________, A.D., 2_____.

__________________________________________
Notary Public In and For

____________________ County, ____________

My Commission expires: ____________________________

rev. 6.22.18
Exhibit A

INSURANCE REQUIREMENTS FOR SERVICES

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers’ Compensation and Employers’ Liability

Workers’ Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers’ Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee.

Workers’ Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

Business Automobile Liability Insurance

Automobile Liability Insurance with a minimum is of $500,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted with your price quote. Exceptions must be approved in writing by City’s representative. The City will not accept requests for exceptions after quotes have been received.

rev. 6.22.18
General Provisions

1. SCOPE – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whose claim is made, or suit is brought, except to the limits of the insured's liability.

2. COVERAGE APPLICATION – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees, and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS – Any deductibles or self-insured retentions must be disclosed to the City. The City reserves the right to review the insurance obtained by the contractor, in comparison to the requirements specified in this section.

4. ADDITIONAL INSURED – The City of Irving, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.

5. COVERAGE CONTINUATION AND CANCELLATION -- In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed, or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 835 W. Irving Blvd., Irving, Texas 75060.

6. SUBROGATION – Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage, or any other loss arising from work performed by the vendor for the City.

7. RESPONSIBILITY – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

8. ACCEPTABILITY – The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI "or better.

rev. 6.22.18
9. PAYMENT OF PREMIUMS – Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.

10. PROOF OF INSURANCE - Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen days of request. Copy must be signed by the contractor and notarized. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract. The City reserves the right to request a complete copy of all insurance policies at any time.

11. INDEMNIFICATION – THE VENDOR (THE “INDEMNIFYING PARTY”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY VENDOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this Contract pursuant to its governmental function and that nothing contained in this Contract shall be construed as constituting a waiver of the CITY’S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Contract is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code (“CPRC”), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

CONTRACTOR (Company Name)

SIGNATURE

PRINTED NAME

PRINTED TITLE

rev. 6.22.18
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name: [Signature]
Company Name: [Company Name]
Date Signed: 1/31/19

NOTARIZATION

THE STATE OF Tx
COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of [Company Name] (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on this day of 1/31/19

KEVIN MOORE
Notary Public, State of Texas
Com. Expires 04-15-2020
[Notary Seal]

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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) "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.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Contract #2019-041 (Tarrant County)

LSR #
Resolution -- Approving the Purchase from Sam Pack’s Five Star Ford for Various Vehicles in the Total Estimated Amount of $610,388.00 through an Interlocal Agreement with Tarrant County

Administrative Comments

1. This item is recommended by various departments and approved by the Fleet Services Division.

2. **Impact:** Purchase of the vehicles shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as adding supplemental vehicles to increase effectiveness and better support the needs of city departments and the residents of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford utilizing Tarrant County Contract No. 2019-041 which is presented as the previous item on this agenda.

4. Budgeted replacements are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Program</td>
<td>2019 Ford F250 Regular Cab w/Service Body</td>
<td>4</td>
<td>19071, 19078, 19080, 19081</td>
<td>$153,400.00</td>
<td>Equipment Replacement</td>
</tr>
<tr>
<td>Communications</td>
<td>2019 Transit Cargo Van</td>
<td>1</td>
<td>41007</td>
<td>$31,282.00</td>
<td></td>
</tr>
<tr>
<td>Traffic &amp; Transportation</td>
<td>2019 Ford Escape</td>
<td>1</td>
<td>21059</td>
<td>$22,907.00</td>
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<tr>
<td></td>
<td>2019 Ford F250 Crew Cab</td>
<td>1</td>
<td>21066</td>
<td>$28,546.00</td>
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<tr>
<td></td>
<td>2019 Ford F250 Extended Cab w/Tool Boxes</td>
<td>1</td>
<td>21067</td>
<td>$32,126.00</td>
<td></td>
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<tr>
<td>Water Utilities</td>
<td>2019 Ford F550 Crew Cab w/Crane Utility Body</td>
<td>1</td>
<td>32117</td>
<td>$104,229.00</td>
<td>Water &amp; Sewer System</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$398,210.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

5. Supplemental vehicle purchases are as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Total Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>2019 Ford F350 w/Camper</td>
<td>2</td>
<td>$107,142.00</td>
<td>Equipment Replacement</td>
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<tr>
<td></td>
<td>2019 Ford F150 Super Cab w/Bed Cover</td>
<td>2</td>
<td>$68,972.00</td>
<td>General</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td>2019 Ford Transit 15-Passenger Van</td>
<td>1</td>
<td>$36,064.00</td>
<td>Irving Special Activities Fund</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$212,178.00</strong></td>
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</tr>
</tbody>
</table>
6. Funding in the total estimated amount of $610,388.00 is available in the Equipment Replacement, Water & Sewer System, and Irving Special Activities funds, and in the Fire Department budget within the General Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required: No</th>
<th>Review Completed By: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: None</td>
<td>Council Action: None</td>
</tr>
</tbody>
</table>

**Discretionary Contract Disclosure Form Required:** No

**Certificate of Interested Parties (Form 1295) Required:** No

**TGC 2270 Verification Form Required:** No

**Comments:** The City of Irving entered into an Interlocal Cooperative agreement with Tarrant County in September 2000. These purchases under Contract No. 2019-041 which expires on December 3, 2019 are supported by a Vendor/Member contract between the City of Irving and Sam Pack’s Five Star Ford and meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Pricing is reasonable and within budget.

**ATTACHMENTS:**

Vehicle Quotes (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget</th>
<th>Actual</th>
<th>P0213252</th>
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</thead>
<tbody>
<tr>
<td>6604-1942-75401-9100</td>
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<td>$153,400.00</td>
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<tr>
<td>1059-0782-75401-9100</td>
<td>$36,064.00</td>
<td>$36,064.00</td>
<td>P0213257</td>
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</tbody>
</table>

**Budget Adjustment/Transfer Required:** No

**REVISION INFORMATION:**

Prepared: 2/12/2019 10:32 AM by Darlene Humphries
Last Updated: 2/22/2019 09:10 AM by Darlene Humphries
WHEREAS, the City of Irving is authorized pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Tarrant County in September 2000, for the purchase of various commodities using contracts administered and bid by Tarrant County;

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Sam Pack’s Five Star Ford, for as needed purchases utilizing Contract Number 2019-041 for Purchase of Pickups, Vans, and Utility Vehicles through Tarrant County on February 28, 2019;

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

SECTION I. THAT the City Council hereby approves the purchase from Sam Pack’s Five Star Ford in the total estimated amount of $610,388.00 for various vehicles utilizing Contract Number 2019-041 through Tarrant County.

SECTION II. THAT funding for these expenditures is available in the Equipment Replacement, Water & Sewer System, and Irving Special Activities funds, and in the Fire Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
# Customized Product Pricing Summary Based on Contract

**Cars and Light Trucks**  
**Team Members:** Kevin Moore - Jorge Guerra - Alan Rosner  
**Tarrant County 2019-041**

## End User: City of Irving  
**Contact:** Larry Spain  
**Sam Pack's Rep:** Kevin Moore  
**Date:** 1.23.19

## Product Description:
**2019 F250 Reg Cab 4x2**  
**Exterior Color:** White  
**Interior Color:**

### Bid Series: Line 3A F2A  
**Base Price:** $23,462.00  
**FOR 2039 22049 & 22050**

#### Published Options (Itemize Each Below)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>44P</td>
<td>Auto Transmission</td>
<td>Included</td>
<td>901</td>
<td>Power Group - Power Windows/Locks</td>
<td>Included</td>
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<tr>
<td>525</td>
<td>Speed Control</td>
<td>Included</td>
<td>942</td>
<td>Day Time Running Lights</td>
<td>Included</td>
</tr>
<tr>
<td>996</td>
<td>6.2L V8 Gas Engine</td>
<td>Included</td>
<td>596</td>
<td>Tow Package w/ 487 Pin Connector</td>
<td>Included</td>
</tr>
<tr>
<td>125</td>
<td>Brake controller</td>
<td>$270.00</td>
<td>800</td>
<td>Reverse Sensors</td>
<td>$245.00</td>
</tr>
<tr>
<td>396</td>
<td>All Weather Mats</td>
<td>$135.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of B. - Published Options:** $1,020.00

#### Ford Factory Published Options

<table>
<thead>
<tr>
<th>Code</th>
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<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

**Total of C. - Dealer Published Options:** $0

#### Fleet Quote Requires SEPARATE PO (Buy Board)

<table>
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<tr>
<th>Code</th>
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<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>305</td>
<td>Knapheide Service Body With FIP Top Lid</td>
<td>$12,988.00</td>
<td>305</td>
<td>HITCH</td>
<td>INCLUDED</td>
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<tr>
<td>305</td>
<td>Liftgate</td>
<td>INCLUDED</td>
<td>305</td>
<td>Ladder Rack</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>305</td>
<td>Master Loc</td>
<td>INCLUDED</td>
<td>305</td>
<td>Tint</td>
<td>$125.00</td>
</tr>
<tr>
<td>305</td>
<td>Fire Ext</td>
<td>$65.00</td>
<td>600</td>
<td>4 Extra Keys</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**Total of D. - Off Menu Options:** $13,868.00

#### Delivery Charges
- **0 Miles @ $2.45/mile**

#### Option Discounts
- $ -

#### Total of A + B + C + D + E = F
- **$38,350.00**

#### Floor Plan Assistance
- $9.00

#### Lot Insurance Coverages
- $9.00

#### Quantity Ordered
- **1**

#### Administrative Fee
- **$ -**

#### Non-Equip Charges & Credits
- $ -

#### TOTAL PURCHASE PRICE INCLUDING ADMIN FEE
- **$38,350.00**

---

*Attachment: Vehicle Quotes (6998 : 8P40b AWD Sam Pack Vehicle Purchases)*

*Per Kevin W.  
This quote is  
38,350.00 x 4  
= 153,400.00  
= 153,400.00*
<table>
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<tr>
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<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>44P</td>
<td>Auto Transmission Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Power Group - Power Windows/locks</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525</td>
<td>Speed Control</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>642</td>
<td>Day Time Running Lights Included</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SYNC SYSTEM</td>
<td>Included</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>DELIVERY</td>
<td>Included</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>2YR STATE INSPECTION</td>
<td>Included</td>
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Total of B. - Published Options: $23,384.00

C. Ford Factory Published Options

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<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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<tbody>
<tr>
<td></td>
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Total of C. - Dealer Published Options: $7,655.00

D. Final Quote

<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Total of D. - Off Menu Options: $7,698.00

F. Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td>0 Miles @ $2.45/mile</td>
<td>$7,698.00</td>
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</tbody>
</table>

G. Option Discounts

<table>
<thead>
<tr>
<th>Description</th>
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</tr>
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</table>

H. Total of A + B + C + D + E + F

<table>
<thead>
<tr>
<th>Description</th>
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</table>

I. Lot Insurance Coverages

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
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</table>

J. Total Insurance Coverages

<table>
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<tr>
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<th>Bid Price</th>
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</table>

K. Quantity Ordered

<table>
<thead>
<tr>
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</table>

L. Administrative Fee

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
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</table>

M. Non-Equip Charges & Credits

<table>
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<tr>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
</table>

N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
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</table>

$31,262.00
## CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks  
Team Members - Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner  
TARRANT COUNTY 2019-041

<table>
<thead>
<tr>
<th>End User: CITY OF IRVING</th>
<th>Sam Pack's Rep: KEVIN MOORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact: LARRY SPAIN</td>
<td>Date: 1.23.19</td>
</tr>
<tr>
<td>Contact T/N/Email</td>
<td>Phone #</td>
</tr>
<tr>
<td>Product Description: <strong>2019 TRANSIT CONNECT CARGO VAN (24003)</strong></td>
<td>Exterior Color: WHITE</td>
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### A. Bid Series:  
- **LINE 7D S6E AND ENDING S7F**  
- **Base Price:** $21,359.00

### B. Published Options (Itemize Each Below)

<table>
<thead>
<tr>
<th>Code</th>
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<tr>
<td></td>
<td>Automatic</td>
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<tr>
<td></td>
<td>Power Steering/Brakes</td>
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<td></td>
<td>Included</td>
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<td>Air Conditioning</td>
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<td></td>
<td>CRUISE</td>
<td>Included</td>
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<td>Included</td>
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<td></td>
<td>POWER GROUP</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>HEAVY DUTY BATTERY</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>S6E TO S7F</td>
<td>$2,388.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SYNC SYSTEM</td>
<td>Included</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>REAR VIEW CAMERA</td>
<td>Included</td>
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<td>Included</td>
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</table>

- **Total of B. - Published Options:** $2,388.00

### C. Factory Published Options

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<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

- **Total of C. - Dealer Published Options:** $-

### D. Options

<table>
<thead>
<tr>
<th>Code</th>
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<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
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<tr>
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<td>PARTITION ONLY</td>
<td>$985.00</td>
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<td>2EXTRA KEY</td>
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<td>2.5L FIRE EX</td>
<td>$45.00</td>
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<tr>
<td></td>
<td>REVERSE SENSING</td>
<td>$348.00</td>
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</tr>
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<td></td>
<td>TINT</td>
<td>$125.00</td>
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</tr>
<tr>
<td></td>
<td>MATS</td>
<td>$85.00</td>
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- **Total of D. - Off Menu Options:** $1,973.00

### F. Delivery Charges  
- **0 Miles @ $2.45/mile**

- **Total of F. - Delivery Charges:** $-

### H. Total of A + B + C + D + E + F

- **Total of H:** $25,720.00

### I. Floor Plan Assistance

- **Total of I:** $0.00

### J. Lot Insurance Coverages

- **Total of J:** $0.00

### K. Quantity Ordered

- **Total of K:** $25,720.00

### M. Non-Equip Charges & Credits

- **Total of M:** $-

### N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE

- **Total of N:** $25,720.00
## CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**  
Team Members – Kevin Moore - Jorge Guerra - Alan Rosner  
**TARRANT COUNTY 2019-041**

### End User: CITY OF IRVING  
Sam Pack's Rep: KEVIN MOORE

**Contact:** LARRY SPAIN  
**Data:** 1.23.19  
**Contact TEL/Email:**  
**Phone #:**

**Product Description:**  
2019 F250 CREW CAB 4x2 SWB 160" WB (21066)  
*Exterior Color:* WHITE  
*Interior:*  

### A. Bid Series: LINE 3C W2A (FOR 21066)  
**Base Price:** $26,196.00

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>44P</td>
<td>Auto Transmission</td>
<td>Included</td>
<td>350</td>
<td>Power Group - Power Windows/Locks</td>
<td>Included</td>
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<tr>
<td>425</td>
<td>Speed Control</td>
<td>Included</td>
<td>912</td>
<td>REAR VIEW CAMERA</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>442</td>
<td>Day Time Running Lights</td>
<td>Included</td>
<td>999</td>
<td>6.2L V8 Gas Engine</td>
<td>Included</td>
</tr>
<tr>
<td>596</td>
<td>Tow Package w/ 487 Pin Connector</td>
<td>Included</td>
<td>801</td>
<td>FACTORY BOARDS</td>
<td>$370.00</td>
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<tr>
<td>W2A</td>
<td>163&quot; WHEEL BASE</td>
<td>Included</td>
<td>123</td>
<td>Body controller</td>
<td>$270.00</td>
</tr>
<tr>
<td>800</td>
<td>REVERSE SENSORS</td>
<td>$245.00</td>
<td>396</td>
<td>ALL WEATHER MATS</td>
<td>$135.00</td>
</tr>
</tbody>
</table>

**Total of B. - Published Options:** $1,695.00

### C. Ford Factory Published Options

<table>
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<tr>
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<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
</table>

**Total of C. - Dealer Published Options:** $0

### D. Fleet Quote REQUIRES SEPARATE PO (BUY BOARD)

<table>
<thead>
<tr>
<th>Code</th>
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<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
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**Total of D. - Off Menu Options:** $765.00

### F. Delivery Charges

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<tr>
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<td>$28,646.00</td>
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### G. Option Discounts

<table>
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<tr>
<th>Rate per Mile</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### J. Let Insurance Coverages

<table>
<thead>
<tr>
<th>Rate per Mile</th>
<th>Total</th>
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<tbody>
<tr>
<td>$50.00</td>
<td>$50.00</td>
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### K. Quantity Ordered

<table>
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<tr>
<th>Rate per Mile</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$28,646.00</td>
</tr>
</tbody>
</table>

### N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE

<table>
<thead>
<tr>
<th>Rate per Mile</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>$28,646.00</td>
<td>$28,646.00</td>
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<table>
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<tr>
<th>Rate per Mile</th>
<th>Total</th>
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<tbody>
<tr>
<td>$28,592.00</td>
<td>$28,592.00</td>
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</tbody>
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Attachment: Vehicle Quotes (9998 : 8P40b AWD Sam Pack Vehicle Purchases)
# Sam Pack's Five Star Ford
1235 S. IH 35E Carrollton, Texas, 7508
(972) 5 FLEET 5 (972-639-3190) - FAX 672-245-5279 - bldx@spford.com

## CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members: Kevin Moore - Jorge Guerra - Alan Rosner

TARRANT COUNTY 2019-041

---

**End User:** CITY OF IRVING  
**Sam Pack's Rep.:** KEVIN MOORE  
**Contact:** LARRY SPAIN  
**Date:** 1.23.19

**Contact TN/Email:**  
**Phone #:**

**Product Description:** 2019 F250 EXTENDED CAB 4x4 LWB 164" WB  
**Exterior Color:** WHITE  
**Interior:**

---

### A. Bid Series:

**Line 3B X2A (FOR 21067)**  
**Base Price:** $24,911.00

<table>
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<th>Description</th>
<th>Bid Price</th>
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</thead>
<tbody>
<tr>
<td>44P</td>
<td>Auto Transmission</td>
<td>Included</td>
<td>60L</td>
<td>Power Group - Power Windows/Locks</td>
<td>Included</td>
</tr>
<tr>
<td>32S</td>
<td>Speed Control</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>812</td>
<td>REAR VIEW CAMERA</td>
<td>INCLUDED</td>
<td>942</td>
<td>Day Time Running Lights</td>
<td>Included</td>
</tr>
<tr>
<td>915</td>
<td>6.2L V8 Gas Engine</td>
<td>INCLUDED</td>
<td>926</td>
<td>Tow Package w/487 Pin Connector</td>
<td>Included</td>
</tr>
<tr>
<td>X3A</td>
<td>164&quot; WHEEL BASE</td>
<td>Included</td>
<td>13S</td>
<td>Brake controller</td>
<td>$270.00</td>
</tr>
<tr>
<td>800</td>
<td>REVERSE SENSORS</td>
<td>$245.00</td>
<td>85G</td>
<td>TAILGATE STEP</td>
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<tr>
<td>396</td>
<td>ALL WEATHER MATS</td>
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</table>

**Total of B. - Published Options:** $1,295.00

### C. Ford Factory Published Options

**Code** | **Description** | **Bid Price** | **Code** | **Description** | **Bid Price** |
|---------|----------------|--------------|---------|----------------|--------------|

**Total of C. - Dealer Published Options:** $-

### D. Fleet Quote REQUIRES SEPARATE PQ (BUY BOARD)

**Code** | **Description** | **Bid Price** | **Code** | **Description** | **Bid Price** |
|---------|----------------|--------------|---------|----------------|--------------|

**Total of D. - Off Menu Options:** $5,820.00

### E. Delivery Charges

0 Miles @ $2.45/mile  
**Total:** $-

### F. Option Discounts

**Total:** $-

### G. Total of A + B + C + D + E + F

**Total:** $32,129.00

### H. Floor Plan Assistance

**Total:** $0.00

### I. Lot Insurance Coverage

**Total:** $0.00

### J. Quantity Ordered

**X F:** $32,129.00

### K. Administrative Fee

**Total:** $-

### L. Non-Equi Charged Credits

**Total:** $32,129.00

### M. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE

**Total:** $32,129.00
Sam Pack's Five Star Ford  
1639 S. IH 35E Carrollton Texas, 75006  
(888) 8 FLEET 9 (888-833-3389) - FAX 972-245-5275 - bidtv@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT  
Cars and Light Trucks  
Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner  
TARRANT COUNTY 2019-041

End User: CITY OF IRVING  
Sam Pack's Rep: KEVIN MOORE  
Contact: ANTHONY GALINDO  
Date: 1.23.19  
Contact TNE/email:  
Phone #:  

Product Description:  
2019 FORD F-550 CREW CAB (32117)  
Exterior Color / Interior WHITE

A. Bid Series: LINE 6B W4H ENDING W5G  
Base Price: $41,581.00

B. Published Options (Itemize Each Below)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
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<tbody>
<tr>
<td>870</td>
<td>Automatic Transmission</td>
<td>Included</td>
<td>84</td>
<td>Speed Control</td>
<td>Included</td>
</tr>
<tr>
<td>94</td>
<td>Power Windows/ Locks</td>
<td>Included</td>
<td>841</td>
<td>Bluetooth</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Am/FM Radio</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
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<td>508</td>
<td>Upgrade to 16,000 GVWR</td>
<td>$1,475.00</td>
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<td>871</td>
<td>W4H to W5G CREW CAB</td>
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<td>539</td>
<td>PTO OUT</td>
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<td>$675.00</td>
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<td></td>
<td>Camera</td>
<td>Included</td>
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Total of B. - Published Options: $4,518.00

C. Ford Factory Published Options

D. Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Knapheide Truck Equipment</td>
<td>$57,245.00</td>
</tr>
<tr>
<td></td>
<td>Body Per Customer Specs and a Copy of Quote Sent With Bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tint</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td>5lb Fire Ex</td>
<td>$85.00</td>
</tr>
<tr>
<td></td>
<td>2 Keys With FoBS 4 Pass Keys</td>
<td>$675.00</td>
</tr>
<tr>
<td></td>
<td>Light Bar</td>
<td>Included</td>
</tr>
</tbody>
</table>

Total of D. - Off Menu Options: $58,130.00

E. Delivery Charges  
0 Miles @ $2.45/mile  
Total: $0

F. Option Discounts  
Total of A + B + C + D + E = F  
Total: $0

G. Floor Plan Assistance  
Total: $0

H. Lot Insurance Coverages  
Total: $0

I. Quantity Ordered  
K = F  
Total: $0

J. Administrative Fee  
Total: $0

K. Non-Equip Charges & Credits  
Total: $0

L. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE  
Total: $104,229.00
# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks  
Team Members: Kevin Moore  Jorge Guerra  Alan Rosner  
TARRANT COUNTY 2019-041

---

**End User:** CITY OF IRVING  
**Sam Pack's Rep:** KEVIN MOORE  
**Contact:** TONY HARVEY  
**Date:** 1.23.19

---

**Product Description:** 2019 Ford F-350 SRW LONG WHEEL BASE

---

**A. Bid Series:**  
**LINE 4F W3A ENDING W3B**  
**Base Price:** $36,187.00

---

**B. State Contract Published Options (Itemize Each Below)**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>446</td>
<td>Automatic Transmission Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>572</td>
<td>Air Conditioning Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>99T</td>
<td>6.7L DIESEL Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>4x4 OPTION</td>
<td>$3,750.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>478</td>
<td>POWER GROUP Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>CRUISE CONTROL Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>916</td>
<td>2yr STATE INSPECTION Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>116</td>
<td>DELIVERY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>311</td>
<td>UP FITTER SWITCHES N/C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>512</td>
<td>XL TIP UP GRADE</td>
<td>$5,170.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>170</td>
<td>AIR TIRES</td>
<td>$175.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>ONE EXTRA KEY WITH FOB</td>
<td>$275.00</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Total of B. - Published Options:** $9,320.00

---

**C. Ford Factory Published Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>847</td>
<td>Upgrade - Wheels / required with tires INCLUDED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87A</td>
<td>Dual Alternators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87B</td>
<td>CARPET DELETE</td>
<td>N/C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87C</td>
<td>Rear View Camera IN DASH</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48C</td>
<td>SYNC SYSTEM AND USB PORT</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48R</td>
<td>POWER PORT/110 OUTLET</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>78R</td>
<td>NERVE SENSING</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of C. - Dealer Published Options:** $-

---

**D. Fleet Quote**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>780</td>
<td>AFTERMARKET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>781</td>
<td>ARE - DCU Camper with Glass in the sides and rear door</td>
<td>$3,784.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>782</td>
<td>TRAY STYLE MATS</td>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>783</td>
<td>N-FAB #17124CC-6 3 STEP WHEEL TO WHEELSTEP BARS</td>
<td>$690.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>784</td>
<td>RANCH HAND HEAVY DUTY Rear Bumper</td>
<td>$725.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>785</td>
<td>2 5LB FIRE EX LOOSE</td>
<td>$45.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>786</td>
<td>FACTORY WINDOW TINT INCLUDED</td>
<td>N/C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>787</td>
<td>BERGDALE BACK UP ALARM BBS-97B</td>
<td>$205.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of D. - Off Menu Options:** $8,064.36

---

**F. Delivery Charges:**  
9 Miles @ $2.45/mile  
**Total:** $-

---

**G. Option Discounts:**  
**Total:** $-

---

**H. Total of A + B + C + D + E = F:**  
$53,071.00

---

**I. Floor Plan Assistance:**  
$0.00

---

**J. Lot Insurance Coverages:**  
$0.00

---

**K. Quantity Ordered:**  
2 x F =  
$107,142.00

---

**L. Administrative Fee:**  
$-

---

**M. Non-Equip Charges & Credits:**  
$-

---

**N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE:**  
$107,142.00

---

Packet Pg. 248
### Customized Product Pricing Summary Based on Contract

**Cars and Light Trucks**

**Team Members:** Kevin Moore - Jorge Guerra - Alan Rosner

**Tarrant County 2019-041**

**End User:** CITY OF IRVING

**Sam Pack’s Rep:** KEVIN MOORE

**Contact:** LARRY SPAIN

**Date:** 1.23.19

**Contact TN/Email**

**Product Description:** 2019 Ford F-150 Super Crew Cab 4x4 3.5L V6 XLT 145" Wheelbase 6SPC salvage Exterior Color: RACE RED Interior

#### A. Bid Series: LINE 2C X1C ENDMG W1C XLT

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>446</td>
<td>Automatic Transmission Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Conditioning Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power Group Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Speed Control Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>REAR VIEW CAMERA INCLUDED</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DELIVERY FEE N/C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>190A</td>
<td>2YR STATE INSPECTION Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>608</td>
<td>145&quot; WB 5.5FT Bed Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6.0L V8 GAS ENGINE Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GREY CLOTH INTERIOR INTERIOR Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sync - Bluetooth-USB PORT Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OEM</td>
<td>TRAILER BRAKE CONTROLLER $275.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>OEM</td>
<td>TRAILER TOW PKG $795.00</td>
<td></td>
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</table>

**Total of B. - Published Options $1,070.00**

#### C. Ford Factory Published Options

<table>
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<tr>
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<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>91V</td>
<td>115 W OUTLET/POWER SUPPLY Included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>320A</td>
<td>UPGRADE TO XLT W/O TO MEET CUSTOMER SPECS $6,155.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76R</td>
<td>REVERS SENSING $275.00</td>
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<td></td>
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</tr>
</tbody>
</table>

**Total of C. - Dealer Published Options $6,430.00**

#### D. Fleet Quote

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TRAY STYLE MATS WEATER TECH $195.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RETRAX 1 SLIDING BED COVER # 10373 (BLACK) $1,550.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SRAY LINED IN BED $495.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1extra key $175.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.5LB FX LOOSE $45.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LEGAL FRONT TINT/LIMO REAR $275.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**All Vehicles ordered are about 90-120 days ARO**

**Total of D. - Off Menu Options $2,735.00**

**F. Delivery Charges**

0 Miles @ $2.45/mile

**Total** $34,486.00

**G. Option Discounts**

$0.00

**H. Total of A + B + C + D + E = F**

$68,972.00

**I. Floor Plan Assistance**

$0.00

**J. Lot Insurance Coverages**

$0.00

**K. Quantity Ordered X F =**

$68,972.00

**L. Administrative Fee $**

$0.00

**M. Non-Equip Charges & Credits**

$0.00

**N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE**

$68,972.00
CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
Cars and Light Trucks
Team Members – Kevin Moore - Jorge Guerra - Alan Rosner
TARRANT COUNTY 2019-041

End User: CITY OF IRVING
Sam Pack’s Rep: KEVIN MOORE

Contact: LARRY SPAIN
Date: 1.23.19

Product Description:
2019 TRANSIT PASSENGER VAN
Exterior Color: WHITE
Interior

A. Bid Series: LINE 6A K1C ENDING Y2X ** (PARKS)
Base Price: $24,381.00

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4GP</td>
<td>Auto Transmission</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90L</td>
<td>Power Group - Power Windows/Doors</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52S</td>
<td>Speed Control</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>342</td>
<td>Day Time Running Lights</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>998</td>
<td>SYNC SYSTEM</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DELIVERY</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2YR STATE INSPECTION</td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of B. - Published Options $  

B. Ford Factory Published Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
</table>

Total of C. - Dealer Published Options $  

D. Fleet Quote REQUIRES SEPARATE PO (BUY BOARD)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
<th>Code</th>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UP GRADES TO MEET CUSTOMER SPECS</td>
<td>$10,768.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 PASSENGER SEATINGS</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 TON RATING</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIGH ROOF</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXTENDED WHEEL BASE 145&quot;</td>
<td>INCLUDED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 EXTRA KEYS TOTAL</td>
<td>$375.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of D. - Off Menu Options $ 11,163.00

E. Delivery Charges: 9 Miles @ $2.45/mile
Total $ -

F. Option Discounts
Total $ -

G. Floor Plan Assistance
Total $ 36,084.00

H. Lot Insurance Coverage
Total 30.00

I. Quantity Ordered
Total $ 36,084.00

J. Administrative Fee
Total $ -

K. Non-Equip Charges & Credits

L. TOTAL PURCHASE PRICE INCLUDING ADMIN FEES $ 30,064.00
Resolution -- Approving Sign Variance Case #S1812-0012 to Allow Three 150-Ft. Tall Flag Poles for Texas Flags - Property Located at 1247, 1251 and 1261 E Airport Freeway - Symonds Flags and Poles, Applicant - Clay Cooley Autogroup, Owner

Administrative Comments

1. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.
2. **Impact:** Approval of this sign variance will allow three (3) additional 150-ft tall flag poles for Texas flags.
3. The applicant is requesting a variance to the Sign Ordinance to allow three 150-ft tall flagpoles for Texas flags to accompany three 150-ft tall flagpoles for United States flags.
4. Section 7-3(12) of the Sign Ordinance states that there is no maximum height for a flagpole displaying the flag of the United States, nor a maximum area for a flag of the United States. Additionally, each lot is allowed up to three (3) flag poles and three (3) flags per lot.
5. The property is developed with three contiguous, separately platted automobile sales lots. The applicant is proposing two (2) 150-ft tall flag poles on each lot for a total of six (6). Each lot would have one United States flag and one Texas flag. The flags would measure 30-ft x 50-ft or 1500 sq. ft. While the flag poles for the United States flags and the size for the United States flags are permitted, the flag poles for the Texas flags are limited per the Sign Ordinance to a height of 35 feet and the flags to a maximum area of 150 sq. ft.
6. The flag poles would be approximately 350 feet from the front property line, and there are no residential uses in the vicinity.
7. Staff believes the proposed flag poles and size for the Texas flags are acceptable given the height of the flag poles and size for the United States flags. Staff can support this request so long as the flag poles are used only to display United States and State of Texas flags.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** N/A
- **Review Completed By:** N/A
- **Previous Action:** N/A
- **Council Action:** N/A
ATTACHMENTS:
A. Site Plan and Flag Pole Elevations (PDF)
B. Application Form and Applicant's Letter (PDF)

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 2/18/2019 09:41 AM by Christina Del Campo
Last Updated: 2/21/2019 02:07 PM by Kenneth Bloom
WHEREAS, the City Council of the City of Irving has reviewed an application under Section 7-21 of Chapter 7 of the Irving Land Development Code for a variance to the City of Irving's sign ordinance; and

WHEREAS, the City Council has conducted a public hearing to take testimony on the advisability and wisdom of granting the variance requested; and

WHEREAS, the City Council finds that granting the variance requested will not compromise the public health, safety, welfare, and morals of the City of Irving, nor will the variance requested contribute to visual blight nor obscure unreasonably visual amenities such as landscaping, architecture, and other amenities; and

WHEREAS, the limited variance granted herein will not contribute to uncontrolled number, size, spacing, heights, setbacks, or illumination of signs, nor damage the aesthetic appeal of the City of Irving in its residential, business, commercial, and industrial districts;

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

SECTION I. THAT the application for a sign variance by Symonds Flags and Poles, Applicant for Clay Cooley Chevrolet, Owner, Sign Variance Case No. S1812-0012, located on land described in Exhibit A, attached hereto, to allow one additional 150-foot tall flag pole per lot to display only the State of Texas flag is hereby approved.

SECTION II. THAT the effect of this variance shall be that the owner or lessee of the property described in Section I shall still be subject to all the requirements of Chapter 7 of the Irving Land Development Code. However, it shall be an affirmative defense to a prosecution under Chapter 7 of the Irving Land Development Code if the violations alleged are specifically authorized by this resolution.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on February 28, 2019.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Exhibit "A" - Site Plan, Elevations and Location

Cooley Addition
Block A
Lot 1R
Lot 2R
Lot 3R

S. H. NO. 183 (E. AIRPORT FREeway)
FRONTAGE ROAD

Attachment: A. Site Plan and Flag Pole Elevations (10011 : 15 - S1812-0012)
Sign Variance and Special Sign Permit Application
City of Irving Planning and Inspections Department

Select Application Type
☑️ Sign Variance (height, area, setback, and/or materials) ☐ Special Sign Permit (Digitally Sign) ☐ Both
Flag Size Variance

DESIGNATED PRIMARY CONTACT
(select ONE):
☑️ Applicant
☐ Property Owner
☐ Sign Company

PROPERTY OWNER
Contact Name: Ed Hock Jr.
Business Name: Clay Cooley Chevrolet
Address: 1251 West Airport Freeway
Phone: 214-591-8751 Fax:
Email: EdHockey@bci.com
Signature: 

SIGN COMPANY
Contact Name: Aimee Chesney
Business Name: Syntrad Flags & Poles
Address: 7503 Flagstone Dr. Bldg 30 Flower Mound 76226
Phone: 214-591-9500 Fax: 817-590-8019 Email: Aimee@Syntradflags.com
Signature: 

PROPERTY LOCATION 1247-1261 Address: 6 Barfoot East Plano TX 75024
Location on building (if applicable):

Submittal Checklist: Sign Variance
☐ Scaled drawing of the sign face and sign structure, or building elevation, along with any landscaping to be at the base of the sign or other architectural enhancements.
☐ Scaled site plan showing the location of the sign on the property.
☐ Signed statement (attached)
☐ Letter stating how the proposed variance
1. Does not violate the intent of Chapter 7
2. Does not adversely affect surrounding properties
3. Does not adversely affect public safety
4. Is necessary due to special conditions unique to this applicant or property.
☐ Specify the exact nature of the variance:
- Weather vane, flag poles
- Limit is 35+ feet
- For non United State flags
☐ Specify the portion of Chapter 7 (Signs) for which a variance is being requested:
7-3(12)(a)

Submittal Checklist: Special Sign Permit
☐ Scaled drawing of the sign face and sign structure or building elevation, along with any landscaping to be at the base of the sign or other architectural enhancements.
☐ Scaled site plan showing the location of the sign on the property.
☐ Letter stating the reasons/justification for the special sign permit, including:
1. A statement as to why a digital sign is needed
2. A statement explaining how the digital sign is an enhancement over a non-digital sign to the rest of the community.
☐ The statements on the attached page shall be included on the sign drawing, or explain in a letter why such statements have not been included on the plan.

FOR OFFICE USE ONLY:
PermitTrak ID: 51812-0012
Application Fee: 750
Date: 12-10-18

Packet Pg. 256
Sign Variance:

The following shall be signed by the APPLICANT:

I, Ed Hoke Jr., understand that a variance to the height, area, setback, and/or material regulations as provided in Chapter 7 of the City of Irving Land Development Code shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss.

Signature: ______________________________ Date: 12-7-18

Special Sign Permit (Digital Signs):

Place the following notes on the sign drawing submitted with this application. If the applicant does not agree to any of the following stipulations, explain in the letter submitted with this application why any of the following statements have not been included on the plan:

1. Per Section 7-3.1(b)(2), the sign:
   A. Shall not display any illumination by flashing, intermittent or moving lights;
   B. Shall not contain or display animated, moving video or scrolling elements;
   C. Shall not project a static image upon a stationary object.

2. Per Section 7-3.1(b)(3), the digital sign face shall be visible from only one direction of traffic.

3. Per Section 7-3.1(b)(4), the sign:
   A. Shall display each message a minimum of 8 seconds;
   B. Shall accomplish a change of message within a maximum of 2 seconds.

3. Per Section 7-3.1(b)(5), a change of message must occur simultaneously on the entire sign face.

4. Per Section 7-3.1(b)(6), the sign shall contain a default design mechanism that freezes the sign in one position if a malfunction occurs.

5. Per Section 7-3.1(b)(7), the sign shall automatically adjust the intensity of its display brightness according to natural ambient light conditions.

For questions, please contact Jason Russell at (972) 721-4897.
CLAY COOLEY AUTOGROUP
698 East Airport Freeway
Irving, Texas 75062
214-597-8815

December 10, 2018

Jason Russell
Chief Plans Examiner
City of Irving
825 West Irving Blvd. Irving, Texas 75060

Re: Variance request for 150 foot Flag poles for
   The Texas flag located at 1251, 1247, & 1261 E. Airport Freeway
   Irving Texas 75062.
   Clay Cooley Dealerships

Dear Mr. Russell,

Please let this letter serve as our official request for a variance regarding the install of three 150 foot flag poles to fly the Texas flag in front of our three dealerships. All three flag poles would be the same height as our proposed US flag poles. The purpose of this is to align the height to match the other poles we have requested. With the 183 layover project and the City of Irving’s goal of proper aesthetics in mind, we feel the same height of all requested poles would achieve this requirement. Clay Cooley is very proud to be from Texas and we would request the opportunity to fly both Texas and US flags accordingly. If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

Ed Hicks, Jr.
Operations Manager
Clay Cooley Automotive
214-597-8815
Ordinance -- Zoning Case #ZC19-0001 - Granting TOD (Transit-Oriented Development) District Detail Plan - Approximately 5.146 Acres Located on the South Side of Spur 348 and the North Side of Promenade - CSE, Applicant - Mission Bay Properties, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: February 18, 2019 – Favorable 8-0 (Commissioner Cronenwett, absent), subject to corrections as noted by staff. The stipulation of the Planning and Zoning Commission has been met.

2. The 2017 Imagine Irving Comprehensive Plan Future Land Use Map recommends Urban District uses for this property. The Urban District category is for the highest intensity areas of Irving, containing a variety of uses in multi-story buildings. Pedestrian-design streets and buildings, high quality design and materials, and reduced parking requirements are encouraged. The proposed use is in conformance with the Comprehensive Plan.

3. On September 7, 2006, the City Council adopted Section 52-32g, Transit Oriented Development (TOD) District. This district may be applied to property within one-half mile of an existing or future rail station. The Irving Convention Center DART Orange Line Station is located adjacent to the northwest corner of the subject property.

4. This application is for approval of the TOD District Detail Plan on the 5.14-acre western tract for the “Jefferson at Promenade Parkway” Phase 2 development. The proposed TOD Detail Plan for this tract must conform to the approved TOD General Plan. The TOD General Plan for this tract and the tract to the east, along with a TOD Detail Plan for the property to the east, were approved by zoning case #ZC16-0036 on August 4, 2016.

5. The applicant is proposing to develop the property as a mixed-use, transit-oriented development that includes 433 multifamily units. The development also includes 5,213 square feet of commercial space located on “Promenade Court” (the road on the west side of the tract). The general layout will be a five-story building organized around a parking garage that includes a roof level, two internal courtyards, and a garden open to the public entered from Promenade Court. The commercial spaces will provide a storefront look onto Promenade Court, and the other three sides of the building will be multifamily units.

6. The residential units will consist of 290 one-bedroom units, 138 two-bedroom units, and five (5) three-bedroom units, ranging in size from 491 sq. ft. to 1,426 sq. ft. Six ground-level “live/work” studio units with a minimum area of 800 sq. ft. are proposed along Promenade Court. The “micro units” that were on the plan submitted in 2018 have been removed.

7. The multifamily parking requirement for residences is 696 spaces, and 20 parking spaces are required for the commercial uses, for a total of 716 parking spaces. A total of 730 parking spaces are provided. The parking garage will provide 675
spaces. Additionally, 25 surface parallel spaces are provided along the north, east and southern sides. The 30 public parking spaces being provided on Promenade Court can be counted towards the TOD development per the approved TOD General Plan for this property.

8. The property must comply with the TOD district requirements for landscaping. The applicant is currently indicating trees in the right-of-way to provide the parkway trees along Promenade Court. Staff will support trees in the right-of-way to comply with Sec. 52-32g for that frontage. All other landscaping requirements are met.

9. The landscaping and open space includes a “garden” adjacent to Promenade Court that will be a minimum of 6,405 sq. ft., and will be privately owned and maintained. The notes indicate the “garden” will be open to the public. Two courtyard areas will also provide additional open space for the development.

10. Architecturally, the development uses a variety of materials, vertical and horizontal articulation, angles, colors, shadows, and a canopy corner element to create an overall development that is unique and distinctive. The materials consist of stucco, prefinished siding, natural thin stone veneer, porcelain tile, translucent polycarbonate panel, and metal accents. Of particular note is the use of fiber cement that looks like wood, and porcelain tile that is made to look like distressed copper. Otherwise, the color scheme is predominantly white and gray with earth tones.

11. This is a fully-integrated transit oriented development that incorporates residential, commercial, and open space uses into a single development that is adjacent to the DART Orange Line station. It conforms to the approved TOD General Plan. Accordingly, staff can support this request.

12. A total of 12 public notices were mailed. Staff has not received any responses in support of or in opposition to this application.

13. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission.

**ADDITIONAL COMMENTS:**

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**ATTACHMENTS:**

- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map  (PDF)
- C. Surrounding Zoning Map  (PDF)
- D. Property Owner Notification Map and List  (PDF)
- E. TOD Detail Plan  (PDF)
• F. Floor Plans  (PDF)
• G. Landscape Plan  (PDF)
• H. Elevations and Renderings (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 2/7/2019 08:38 AM by Christina Del Campo
Last Updated: 2/21/2019 02:28 PM by Kenneth Bloom
ORDINANCE NO. (ID # 9993)

TRANSIT ORIENTED DEVELOPMENT DETAIL PLAN NO. ZC19-0001
ZONING CLASSIFICATION -TOD (TRANSIT ORIENTED DEVELOPMENT)

AN ORDINANCE APPROVING TRANSIT ORIENTED DEVELOPMENT DETAIL PLAN NO. ZC19-0001 ON A TRACT OF LAND OUT OF THE JEFFERSON PROMENADE PARKWAY ADDITION, AND LOCATED ON APPROXIMATELY 5.146 ACRES ON THE NORTH SIDE OF PROMENADE PARKWAY, APPROXIMATELY 1,000 FEET EAST OF WEST LAS COLINAS BOULEVARD, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND AMENDING ORDINANCE NO. 2016-9838, TO INCLUDE THE SAID TRANSIT ORIENTED DEVELOPMENT DETAIL PLAN THERETO; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, the City Council of the City of Irving, Texas, approved a zoning change to the TOD Transit Oriented Development District per Zoning Case ZC16-0036 on September 8, 2016, by Ordinance No. 2016-9838; and

WHEREAS, a Transit Oriented Development General Plan was approved for the subject property with the adoption of Ordinance No. 2016-9838; and

WHEREAS, a Transit Oriented Development Detail Plan for the western tract is required to be approved by the City Council prior to development, per Section 52-32g under Ordinance No. 1144; and

WHEREAS, a Transit Oriented Development Detail Plan for the western tract of the subject property has been submitted and is in conformance with all stipulations and requirements of the approved Transit Oriented Development General Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That the City Council hereby approves Transit Oriented Development Detail Plan No. ZC19-0001.

SECTION 2. That City of Irving Ordinance No. 2016-9838 relating to the property described in Exhibit A which is presently zoned TOD Transit Oriented Development District is amended to include the attached Transit Oriented Development Detail Plan for the western tract.

SECTION 3. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 4. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on February 28, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
BEING a 5.146 acre tract of land situated in the Elizabeth Crockett Survey, Abstract No. 217, in
the City of Irving, Dallas County, Texas, being all of LOT 2, BLOCK A, JEFFERSON
PROMENADE PARKWAY ADDITION, as recorded in Document 201700048963, Deed Records,
Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of said JEFFERSON PROMENADE PARKWAY
ADDITION;

THENCE South 56 degrees 54 minutes 54 seconds East a distance of 76.08 feet to the POINT
OF BEGINNING;

THENCE South 56 degree 54 minutes 54 seconds East, a distance of 188.01 feet to a 1/2 inch
iron rod set for corner;

THENCE North 33 degrees 05 minutes 06 seconds East, a distance of 7.50 feet to a 1/2 inch iron
rod set for corner;

THENCE South 56 degrees 54 minutes 54 seconds East, a distance of 281.76 feet to a 1/2 inch
iron rod set for corner, said corner being the most northeasterly corner of said LOT 2, BLOCK A;

THENCE South 33 degrees 27 minutes 02 seconds West along the southeasterly line of said
LOT 2, BLOCK A, a distance of 464.16 feet to the most southerly corner of said LOT 2, BLOCK
A;

THENCE North 56 degrees 32 minutes 58 seconds West along the southwesterly line of said
LOT 2, BLOCK A, a distance of 496.03 feet to a point for corner at the most westerly corner of
said LOT 2, BLOCK A;

THENCE North 33 degree 28 minutes 38 seconds East along the northwesterly line of said LOT
2, BLOCK A, a distance of 301.85 to a point for corner, said point also being the beginning of a
curve to the left having a central angle of 60 degrees 58 minutes 43 seconds, a radius of 50.71
feet, a chord bearing of North 63 degrees 58 minutes 00 seconds East and a chord distance of
51.46 feet;

THENCE along said curve to the left an arc length of 53.97 feet to a point for corner;

THENCE North 33 degrees 28 minutes 38 seconds East along the northwesterly line of said LOT
2, BLOCK A, a distance of 107.48 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 224,167 square feet or 5.146 acres of land, more or less.
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City of Irving

Property Owner Notification List

Zoning Case

No. ZC19-0001

Page 1 of 3

Date: Feb. 8, 2019

Geographic Information Systems (GIS) Disclaimer, Limitation of Liability: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.
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JEFFERSON PROMENADE II

IRVING, TX

JPI # 17300

EXTERIOR RENDERING

Date: 01/25/19
Scale: 

TOD DETAIL PLAN: #ZC19-0001
TOD GENERAL PLAN: #ZC16-0036

EXTERIOR RENDERING

Humphreys & Partners Urban Architecture, L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240

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Ordinance -- Comprehensive Plan Amendment, Community Framework Plan, Multifamily Concept Plan #MF18-0002, and Zoning Case #ZC18-0060 - Granting S-P-2 (Generalized Site Plan) for R-MF-2 (Multifamily) District Uses - Approximately 6.04 Acres Located at 7740 Valley View Lane, on the Northeast Corner of IH 635 and Valley View Lane - Lyle Allen and Associates, Applicant - Stone Street Development, Owner

Administrative Comments

1. The Planning and Zoning Commission Hearing Date and Recommendation: February 18, 2019 – Favorable 8-0 (Commissioner Cronenwett, absent).

2. The 2017 Imagine Irving Comprehensive Plan recommends Open Space uses for the subject property. The proposed use is not in conformance with the Comprehensive Plan. A portion of the property on the east side is in the floodplain, and it is likely the entire property was included as open space because it was seen as undevelopable. However, it is privately owned, is a platted lot, has commercial zoning, and there is access to the portion of the property not in the floodplain.

The applicant is requesting the Comprehensive Plan be amended to allow Mid-Density Residential uses to allow a rezoning for multifamily uses. If an area that is designated and/or developed as non-residential desires to transition to a residential use, the 2017 Imagine Irving Comprehensive Plan recommends the following criteria be met:

   a) The area is physically appropriate (i.e., size, shape, etc.) for residential use.
   b) The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.
   c) The rezoning will not result in a shortage of land designated for non-residential development.
   d) The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.
   e) The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

The applicant has provided a letter to address these issues, citing the desirability of providing additional housing opportunities in this developing area, and the low demand for uses allowed by the current zoning. Staff considers this an isolated tract of land that is not part of an existing neighborhood, does not transition between different land uses, and does not integrate any existing development.
3. The applicant is proposing a 226-unit, urban-style five-story development around a central parking garage, with one and two-bedroom units. Since this is not a typical open access product, the applicant is requesting an S-P-2 for R-MF-2 and is not conforming to the Multifamily Development Standards for density, height and length of buildings, required yards and setbacks, and building location and orientation.

4. The applicant has provided a Community Framework Plan for the required one-mile radius around the site. The property has other residential and institutional uses nearby, but they are isolated from the property by the freeway and the river. The location on IH 635 and Valley View Lane does provide access to the many retail, commercial, service, and additional institutional uses in Valley Ranch and Las Colinas, beyond the one-mile radius.

5. The proposed development includes the following features:

   A) Units:
      1) The development will be a mix of one- and two-bedroom units, with some two-bedroom/study units. One-bedroom units will be between 760 sq. ft. and 826 sq. ft., and average 791 sq. ft. Each unit exceeds the minimum size of 650 sq. ft. required for one-bedroom units.
      2) Two-bedroom units will each be 950 sq. ft. exceeding the minimum size of 900 sq. ft. required for two-bedroom units.

   B) Site design:
      1) The development sits on an approximately 6.04-acre site. The total density will be 38 units per acre, which exceeds the maximum of 18 units per acre allowed by the Multifamily Development Standards.
      2) A minimum of 30% of the site must be open space. The applicant is providing 2.00 acres of open space on the east half of the site adjacent to Campion Trails. An additional 9,420 sq. ft. of open space courtyard is provided, including a 4,270 sq. ft. play area. In all, a total of 2.22 acres, or 36.72% of the site, will be provided as open space.

   C) Building design:
      1) The building will be a 233,204 square foot, five-story, corridor-entry development accessed from the ground or parking garage, with three additional stairwells to the upper stories separate from the garage. The parking garage will be approximately 107,500 square feet, and the leasing/clubhouse area will be 4,930 square feet.
      2) The building height is 56 feet. The Multifamily Development Standards allow a maximum three-story building, with a maximum height of 36 feet.
      3) The total length of the building is 720 feet along IH 635. This is a single building development around a central parking garage, and does not have access to individual units from the outside. The Multifamily Development
      4) The building will have the following setbacks:
         i) West (from Valley View Lane): 30 feet
         ii) North (from property line): 25 feet
         iii) East: N/A
iv) South (from IH 635): 20 feet. This is a variance to the required 100 ft. setback from a freeway. The Multifamily Development Standards allow a reduction to no less than 50 feet to a freeway with a noise study that shows the building face and open space will not be subject to more than 67 $L_{eq}$ (equivalent continuous sound level). The applicant has stated that they have initiated a noise study but it is not complete.

D) Architecture:

1) The building will feature peaked roofs with clay tile shingles. Stucco and stone will be used for the building façade, with the stucco being painted six different colors.

2) Articulation is provided by the massing of units and roof peaks.

3) Chimneys, towers, and pergolas provide architectural features.

4) Staff has concerns that the parking garage is open to the freeway, essentially having the “back” of the building to the freeway.

E) Parking:

1) A total of 386 parking spaces are required and provided, meeting the requirements of the Multifamily Development Standards. Parking is provided both on the surface and in the parking garage.

2) Surface parking spaces are located between the building and Valley View Lane, though these are likely to be used by the leasing office.

3) The parking garage can only be accessed from the internal circulation lane.

F) Landscaping. The site plan notes that the development will comply with code, except for the reduced IH 635 setback of 20 feet.

6. Staff cannot support a high-density, urban-style multifamily development at this location. The Urban Center is the appropriate location for this style development, or a Transit Oriented Development if it was near a DART station. The applicant’s justification does not address its isolation and the unsuitability of building multi-story residential adjacent to the IH 635 off-ramp and SH 161.

7. A total of 10 public notices were mailed. Staff has not received any responses in support of or in opposition to this application.

8. This item supports Strategic Objective 3.5 – Effectively plan and manage land use.

**Recommendation**

The ordinance be denied.

**ADDITIONAL COMMENTS:**

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**ATTACHMENTS:**

-3-
- A. Exhibit A: Legal Description (PDF)
- B. Vicinity Map (PDF)
- C. Surrounding Zoning Map (PDF)
- D. Future Land Use Map (PDF)
- E. Property Owner Notification Map and List (PDF)
- F. Exhibit B: Community Framework Plan (PDF)
- G. Site Plan (PDF)
- H. Multifamily Concept Plan (PDF)
- I. Elevation Sheet 1 (PDF)
- J. Elevation Sheet 2 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 2/8/2019 08:36 AM by Christina Del Campo
Last Updated: 2/21/2019 03:20 PM by Kenneth Bloom
AN ORDINANCE APPROVING A COMMUNITY FRAMEWORK PLAN FOR A TRACT OF LAND OUT OF THE RICHARDSON REVISED ADDITION, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; AMENDING THE COMPREHENSIVE PLAN CITY OF IRVING, TEXAS, ADOPTED JULY 20, 2017, FOR THE PURPOSE OF PROMOTING THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE; AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE RICHARDSON REVISED ADDITION, AND LOCATED AT 7740 VALLEY VIEW LANE, MORE FULLY AND COMPLETELY DESCRIBED IN EXHIBIT A ATTACHED HERETO; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM S-P-2 SITE PLAN DISTRICT USE FOR FWY USES UNDER ORDINANCE NO. 1144, AS AMENDED TO S-P-2 SITE PLAN DISTRICT USE FOR R-MF-2 USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; APPROVING MULTIFAMILY CONCEPT PLAN NO. MF18-0002; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE: DETERMINING THAT THE CHANGE IS IN ACCORDANCE WITH A COMPREHENSIVE PLAN FOR THE PURPOSE OF PROMOTING THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE; PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL OTHER PROVISIONS OF THE ZONING ORDINANCE EXCEPT IN CASES OF DIRECT CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING A PENALTY.

WHEREAS, applications were made to amend the 1964 Official Zoning Map, City of Irving, Texas, attached to the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, by making applications for same with the Planning and Zoning Commission of the City of Irving, Texas, as required by State Statutes and the Zoning Ordinance of the City of Irving, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the cases having come before the City Council of the City of Irving, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Irving, Texas, at a public hearing called at a regular session of the City Council did consider the following factors in making a determination as to whether these requested changes should be granted or denied; safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and measures for fire control; protection of adjacent property from flood or water damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces; protection of public health by surfacing on all parking areas to
control dust; the effect on the promotion of health and the general welfare; effect on light and air; the effect on the overcrowding of the land; the effect on the concentration of population; the effect on the transportation, water, sewers, schools, drainage and surface water, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas, further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time their original investment was made; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the change in zoning, Community Framework Plan and Multifamily Concept Plan helps lessen the congestion in the streets; helps secure safety from fire, panics, floods, and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements; and

WHEREAS, the City Council of the City of Irving, Texas, does find that the (1) approval of the Community Framework Plan, (2) amendment of the Comprehensive Plan, (3) change in zoning under a site plan district for R-MF-2 uses with a site plan attached, and (4) approval of the Multifamily Concept Plan will further lessen the congestion in the streets; help secure safety from fire, panics, floods, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That the Community Framework Plan identified as Exhibit B is hereby approved and attached hereto and made a part hereof for all purposes.

SECTION 2. That the Comprehensive Plan of the City of Irving, Texas, as amended, is hereby amended by changing the designation of the property described in the attached Exhibit A which is currently designated as Open Space is changed to Mid-Density Residential.

SECTION 3. That City of Irving Ordinance No. 1144 being the 1964 Comprehensive Zoning Ordinance of the City of Irving, Texas, passed on November 5, 1964, be, and the same is amended and changed in that the use of the property described in the attached Exhibit A which is presently zoned S-P-2 Site Plan District Use for FWY uses under Ordinance No. 1144, is changed to S-P-2 Site Plan District Use for R-MF-2 uses under Ordinance No. 1144 of the City of Irving, subject to all the requirements of Ordinance No. 1144 and subject to all the requirements and conditions of Section 1-A of this ordinance.

SECTION 3-A. That the district use on the property described in Section 3 is hereby approved and granted upon the following express conditions:

(1) That development and use shall be in conformance with (1) the site plan, and (2) Multifamily Concept Plan No. MF18-0002, all being attached hereto and made a part hereof for all
purposes.

(2) A true copy of the site plan and the Multifamily Concept Plan attached hereto shall be retained by the Department of Planning and Community Development of the City of Irving.

(3) That all means of ingress and egress shall be approved by the Department of Public Works of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Department of Public Works of the City of Irving.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.

SECTION 4. The City Planner is hereby directed to correct the Official Zoning Maps of the City of Irving, Texas, attached to Ordinance No. 1144.

SECTION 5. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Irving Zoning Ordinance and all other applicable and pertinent ordinances of the City of Irving.

SECTION 6. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewers, schools, drainage and surface water, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things, for the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 7. This ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this ordinance.

SECTION 8. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the tract or tracts of land described herein shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 9. That any person, firm or corporation violating any of the terms and provisions of this ordinance shall be subject to the same penalties provided for in Ordinance No. 1144, Zoning Ordinance of the City of Irving, Texas.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 28, 2019.

________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
Comprehensive Plan Amendment and Zoning Case ZC18-0060
Multifamily Concept Plan MF18-0002

BEING all of Lot 1A, Block 1, Richardson Addition, Revised, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof filed 05/27/2015, recorded in C.C. #2015000134667, Real Property Records, Dallas County, Texas
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Conceptual Elevations
River View At The Park
IRVING, TX

North (River) Elevation

South Elevation

A. SHERWIN WILLIAMS
SW 7006 EXTRA WHITE
PAINTED STUCCO
B. SHERWIN WILLIAMS
SW 6372 INVITING WORT
PAINTED STUCCO
C. SHERWIN WILLIAMS
SW 6414 RICE PADDY
PAINTED STUCCO
D. SHERWIN WILLIAMS
SW 6416 SADDLE GLEN
PAINTED STUCCO
E. SHERWIN WILLIAMS
SW 6264 ARMADAC
PAINTED STUCCO
F. SHERWIN WILLIAMS
SW 6211 CHINCHILLA
PAINTED STUCCO
G. MOUNTAIN LEDGE
PROFILE: SEDONA
MANUF: ELEPHANT STONE
H. CLAY TILED-RIP BLEND
SKU: ZUNIQUEZUO
MANUF: US TILE BY BOMAR

Packet Pg. 299