AGENDA
Irving City Council Regular Meeting
Wednesday, February 26, 2020 at 6:00 PM
Or Immediately Following Work Session
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation

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 40

CITY COUNCIL AGENDA

1    City Operations Update

CONSENT AGENDA

2    Approving Work Session Minutes for Wednesday, February 12, 2020

3    Approving Regular Meeting Minutes for Thursday, February 13, 2020

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.

A member of the public may address the City Council regarding an item on the agenda either before or during the Council's consideration of the item, upon being recognized by the presiding officer or the consent of the Council.

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 a Release and Settlement Agreement with Michael Paul Hernandez in the Amount of $110,000.00 for Settlement of a Personal Injury Lawsuit

Administrative Comments
1. This item is recommended by the Parks and Recreation Department and City Attorney’s Office.
2. Impact: The Settlement Agreement, if approved, would resolve the lawsuit styled *Michael Paul Hernandez v. City of Irving*; Cause No. DC-19-00026, pending in the 160th Judicial District Court of Dallas County, Texas.
3. The City Council was briefed on this item in Executive Session on February 12, 2020.
4. Funding in the amount of $110,000.00 is available in the Self-Insurance Risk General Liability Fund.

Recommendation
The resolution be approved.

Resolution - Approving a Professional Services Consulting Agreement Between the City of Irving and Life Extension Clinics, Inc. D/B/A Lifescan Wellness Centers for Firefighter Annual Physicals in an Amount Not-To-Exceed $140,000.00.

Administrative Comments
1. This item is recommended by the Fire Department.
2. Impact: This service helps to diagnose potential health problems that might not be detected with standard screening and ensures that firefighters are healthy.
3. Funding in the amount of $140,000.00 is available in the Fire Department budget within the General Fund.

Recommendation
The resolution be approved.
Resolution - Awarding a Construction Contract to North Rock Construction, LLC., in the Amount of $5,670,687.41 for the Heritage Park Redevelopment Project

Administrative Comments

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

2. Impact: This Work will completely redevelop the existing Heritage Park. In addition to relocating and renovating the existing Depot, Library, Water Tower and Caboose rail car, this project will also provide for a new entertainment stage building and gazebo. The entertainment stage facility will include a permanent sound system with stage lighting and a large video screen for movie showings and performance visual graphics.

3. This item was presented to the Parks and Recreation Advisory Board on June 10, 2019, the Community Services Council Committee on June 20, 2019 and the Arts Board on July 15, 2019.

4. Bids were received from 3 bidders. North Rock Construction, LLC submitted the lowest responsive responsible base bid of $5,188,542.82. The amount bid was $581,457.18 (10%) below the budgeted amount. In addition to the base bid, staff recommends awarding all alternate items listed below:

   a. Item 3.1 – Large LED video board for the stage
   b. Item 3.2 – Complete theatrical lighting for the stage
   c. Item 3.3 – Theatrical speaker system for the stage
   d. Item 3.4 – Stone seat blocks for the playground area
   e. Item 3.5 – 3 flag poles for the library
   f. Item 3.7 – Integral concrete color for the Pioneer walking loop
   g. Item 3.8 – Additional rail track installation near the depot

   The total award amount will now be $5,670,687.41 or $99,312.59 (1.7%) below the project budget.

5. Minority- and/or Women-owned Business (M/WBE) participation in this award is 18%.

6. Funding in the amount of $5,670,687.41 is available within the Park Improvement Bond Fund.

Recommendation

The resolution be approved.
7 Resolution - Awarding a Contract to XIT Paving and Construction, Inc., in the Amount of $464,500.00 for the Post Oak Drive Drainage Improvement Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This project impacts 24 residential properties due to the work along the alley between Post Oak Drive and Cypress Drive.

3. This project will add a concrete flume along the alley on Post Oak Drive and Cypress Drive from Lane Street and Post Oak Drive.

4. Bids were received from two (2) bidders. XIT Paving and Construction, Inc. submitted a responsive responsible bid of $464,500.00.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%.

6. Funding in the amount of $464,500.00 is available in the Municipal Drainage Utility Non-Bond CIP Fund.

Recommendation

The resolution be approved.

8 Resolution - Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. Impact: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.
4. The purchase price for this 4,368 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

**Recommendation**

The resolution be approved.

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9 Resolution - Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. **Impact:** The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. **This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.**

4. The purchase price for this 4,787 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

**Recommendation**

The resolution be approved.
10 Resolution - Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend and maintain the major thoroughfare network.

2. Impact: Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 14,966 square feet) will allow for expansion of Hard Rock Road. Capturing both easements allows the city to reduce acquisition cost.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $209,360.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

11 Resolution - Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 610 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $12,360.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.
Resolution - Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. **Impact**: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 714 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. *This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.*

4. Funding in the amount of $14,280.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

Resolution - Approving the Acquisition of a Public Utility Easement on Parcel 115-6, Located at 1205 North Loop 12 in the Amount of $20,448.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. **Impact**: In order to accommodate the Texas Department of Transportation’s (TxDOT) Diamond Interchange Expansion Project, the City of Irving will need to relinquish existing utility easements that will conflict with the Diamond Interchange project design. Therefore, the City must acquire several new easements on adjacent privately owned lands. The purpose of this agenda item is for acquisition of a 0.104 acres utility easement, across Parcel 115-6 situated at 1205 North Loop 12 and owned by PS LPT Properties Investors.

3. Funding in the amount of $20,448.00 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.
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 North Lake College, Located at 5001 N. MacArthur Blvd., for the City of Irving’s 8th Annual Bicycle Fest on Saturday, April 18, 2020.

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 5001 N. MacArthur Boulevard for the 8th Annual Bicycle Fest to be held on Saturday, April 18, 2020. Irving’s annual event is designed to educate the public about bicycle safety.
3. This item was presented to the Transportation and Natural Resources Committee on February 12, 2020.
4. No funding is required.

Recommendation
The resolution be approved.

Resolution - Approving a Sole Source Service Agreement Between the City of Irving and Eaton Corporation in the Total Estimated Amount of $163,267.58 for Annual UPS Support and Maintenance

Administrative Comments
1. This item is recommended by the Information Technology Department.
2. Impact: UPS equipment and support maintenance from Eaton Corporation are required in order to effectively support (3) Data Centers and (3) Public Safety Communications sites which include Animal Services and (2) Water Utilities SCADA network sites. Through a preventative maintenance agreement, the City contracts with this vendor for support services and annual maintenance of the equipment installed at the aforementioned sites. Failed batteries would cause the city’s various data and network systems to lose power and stop working during a power failure causing these systems to be unavailable for city departments to access.
3. The contract is for a five year term, which will be billed on an annual basis.
4. Funding for Fiscal Year 2019-20 in the amount of $32,653.51 is available in the Information Technology Internal Service Fund, while funding for Fiscal Years 2020-21, 2021-22, 2022-23, 2023-24, are subject to budget appropriation.

Recommendation
The resolution be approved.
16  Resolution - Approving and Accepting the Bid of Ad-A-Staff, Inc., in an Amount Not to Exceed $350,000.00 for Temporary Personnel Services

Administrative Comments

1. This item is recommended by the Human Resources Department.

2. **Impact:** Use of temporary personnel enables the city to respond to fluctuating staffing needs and demands in an efficient and cost effective manner in order to ensure there are no delays or disruption of service to customers.

3. The contract includes access to five additional personnel categories that were not available through the city’s previous contract for temporary personnel services. These categories are accounting/finance, customer/community service, program/project management, professional management, and technical. Due to the addition of these categories, which are primarily professional in nature, a relatively high not to exceed amount has been established to accommodate their usage. At the end of the first year, contract usage will be evaluated and may result in a revision in the contract value for subsequent renewal terms.

4. This award establishes an annual contract for the continuation of providing temporary personnel services on an as-needed basis. The contract is eligible for two renewals, each for a one-year period of time.

5. Minority and/or Woman-Owned Business Enterprise participation in this award is 100%.

6. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

7. Because this contract runs from March 2020 through February 2021, 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>Ad-A-Staff, Inc.</td>
<td>3/1/2020 – 2/28/21</td>
<td>$204,166.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$145,834.00</td>
<td>2020-21</td>
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<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
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<td><strong>$350,000.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.
Resolution - Authorizing As-Needed Expenditures from Hoyt Breathing Air Products, in an Amount Not to Exceed $50,000.00 for the Purchase of Parts and Maintenance Services through the City of Frisco Interlocal Cooperative Purchasing Agreement

Administrative Comments

1. This item is recommended by the Fire Department.

2. **Impact:** Irving Fire Department (IFD) Self-Contained Breathing Apparatus (SCBA) and related equipment are serviced and repaired through this agreement. Hoyt Breathing Air Products (Hoyt) provides parts and service for the breathing air compressors located at fire station 2 and 11. These breathing air compressors refill SCBA bottles as they become depleted through fire responses and training. This service is imperative and allows our firefighters to operate safely in hazardous atmospheres per National Fire Protection Association (NFPA) standards.

In addition, IFD personnel are trained to repair all of our SCOTT SCBA airpacks, and conduct semi-annual, routine-maintenance of these airpacks. The parts utilized for the SCOTT airpacks repairs are available through Hoyt under this contract.

3. A Vendor Member Contract between the City of Irving and Hoyt Breathing Air Products was approved on June 6, 2019 by RES-2019-203 for as-needed purchases. The contract supports utilization of City of Frisco Contract No. 1901-036 for parts and maintenance, to include, services for breathing air compressors, which has been renewed by City of Frisco for the period of March 5, 2020 through March 4, 2021.

4. The SCOTT SCBA bottles and related equipment are an integral part of the Fire Department’s breathing apparatus and protective gear. It allows firefighters to perform their duties in Immediately Dangerous to Life or Health (IDLH) atmospheres, to include fire extinguishment and overall, hazardous materials response and any other incidents where necessary for the safety of firefighters.

5. These as-needed expenditures will assist in maintaining Fire Department compliance with the National Fire Protection Agency (NFPA) Standard 1981 SCBA for Emergency Services.

6. Funding 2019-20 is available in the Fire Department Budget within the General Fund while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Estimated Amount</th>
<th>Fiscal Years</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$25,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL NOT TO EXCEED AMOUNT</strong></td>
<td></td>
<td><strong>$50,000.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the bid of Whitmore & Sons, Inc., in the Total Estimated Amount of $294,835.68 for Landscape Maintenance of Medians, Parkways, and Public Grounds

Administrative Comments

1. This item has been recommended by the Parks & Recreation Department.

2. **Impact:** Landscape maintenance services help to enhance the visual impression of the city by sustaining medians, parkways, and selected public grounds. Selected properties also receive planting bed maintenance, shrub and tree trimming services. These areas encompass an estimated 287.42 acres and 4.30 miles of roadway landscape.

3. This award establishes an annual contract for the continuation of providing landscape maintenance of medians, parkways, and public grounds. This contract is for one-year with two, two-year renewals options.

4. Additional pricing has been provided under this contract award to accommodate unforeseen maintenance needs for property additions not specifically designated in the specifications.

5. Funding is available in the Parks and Recreation Department budget within the General Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Est. Exp. FY 2019-20</th>
<th>Est. Exp. FY 2020-21</th>
<th>Total Est. Expenditure</th>
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<tbody>
<tr>
<td>Whitmore &amp; Sons, Inc.</td>
<td>3/1/20 – 2/28/21</td>
<td>$196,302.32</td>
<td>$48,533.36</td>
<td>$244,835.68</td>
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<td>$40,000.00</td>
<td>$10,000.00</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$236,302.32</strong></td>
<td><strong>$58,533.36</strong></td>
<td><strong>$294,835.68</strong></td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.

Resolution - Renewing the Contract with SLM Landscaping and Maintenance, in the Total Estimated Amount of $519,944.44 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:** Landscape maintenance services help to enhance the visual impression of the city by providing mowing and litter control on city rights of way and public
properties.

3. This renewal establishes the continuation of a contract to provide mowing and litter control on city rights of way and public properties. This is the first of two, two-year renewal options. The current contract expires on February 29, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
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<tbody>
<tr>
<td>SLM Landscaping and Maintenance</td>
<td>3/1/20 – 2/28/22</td>
<td>$201,086.96</td>
<td>2019-20</td>
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<td>$259,972.22</td>
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<td></td>
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<td>$58,885.26</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$519,944.44</strong></td>
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</table>

**Recommendation**

The resolution be approved.

**Resolution - Renewing the Contract with Edko, LLC, in the Total Estimated Amount of $53,600.00 and with TruGreen Lawncare in the Total Estimated Amount of $130,400.00 for Chemical Weed and Pest Control for Park Areas and Drainage Channels**

**Administrative Comments**

1. This item has been recommended by the Parks & Recreation Department.

2. **Impact:** Essential chemical weed and pest control service for treatment of city parks, athletic fields and drainage channels by professionally licensed individuals ensures that these areas are maintained in optimal conditions for city residents.

3. Additional funding is included in this contract to accommodate unforeseen maintenance needs for properties not specifically designated in the specifications.

4. This renewal establishes the continuation of a contract to provide chemical weed and pest control for park areas and drainage channels. This is the first of two, two-year renewal options. The current contract expires February 29, 2020.

5. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.
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</tr>
</thead>
<tbody>
<tr>
<td>Edko, LLC</td>
<td>I. Drainage Channels</td>
<td>3/1/20 – 2/28/22</td>
<td>$19,900.00</td>
<td>$26,800.00</td>
<td>$6,900.00</td>
<td>$53,600.00</td>
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<tr>
<td>TruGreen Lawncare</td>
<td>II. Park Areas</td>
<td></td>
<td>$40,300.00</td>
<td>$65,200.00</td>
<td>$24,900.00</td>
<td>$130,400.00</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$60,200.00</strong></td>
<td><strong>$92,000.00</strong></td>
<td><strong>$31,800.00</strong></td>
<td><strong>$184,000.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.

21 Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Musco Sports Lighting, LLC, and Authorizing As-Needed Expenditures in the Total Estimated Amount of $550,000.00 for Parks & Recreation Equipment Field Lighting Products and Installation through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

**Administrative Comments**

1. This item is recommended by the Parks & Recreation Department and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Musco Sports Lighting, LLC, for utilization of BuyBoard Contract No. 592-19 which expires on September 30, 2020, will allow the city to obtain field lighting products and installation under the best possible terms and conditions for the city.

3. These purchases for lighting systems and repairs, will ensure that Parks and Recreation facilities are equipped with safe, essential and progressive lighting components for our customers.

4. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund and in the Park Improvement Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
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<tr>
<td>Musco Sports Lighting, LLC</td>
<td>3/1/20-9/30/20</td>
<td>$50,000.00</td>
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<td></td>
<td></td>
<td>$500,000.00</td>
<td>Park Improvement</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td><strong>$550,000.00</strong></td>
<td>Bond</td>
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</table>

**Recommendation**

The resolution be approved.
Resolution - Authorizing As-Needed Expenditures with Facility Solutions Group in the Total Estimated Amount of $120,000.00 for Electrical Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

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

2. **Impact:** This item will allow the departments to procure electrical services such as repairs, additions and upgrades to electrical systems in city facilities, on as-needed basis under the best possible terms and conditions for the city.

3. A Vendor/Member contract between the City of Irving and Facility Solutions Group, which expires on February 29, 2020, was approved on March 21, 2019 by RES-2019-113. This contract supports utilization of BuyBoard Contract No. 558-18 for Trade Services, which has been renewed by BuyBoard for the period of March 1, 2020, through February 28, 2021.

4. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
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<td>Facility Solutions Group</td>
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<td>2019-20</td>
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<td>2020-21</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$120,000.00</strong></td>
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</table>

Recommendation

The resolution be approved.

Resolution - Approving and Accepting the Bid from CCGMG, LLC Series B in the Total Estimated Annual Amount of $1,500,000.00 to Provide Concrete Repair

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.* It will supplement the Streets Operations staff for 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 award establishes an annual contract for the continuation of providing concrete repair services. This contract is for one-year with two, one-year renewal options.

4. Funding for Fiscal Year 2019-20 is available in the Street Improvement Bond Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
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</thead>
<tbody>
<tr>
<td>CCGMG, LLC Series B</td>
<td>3/1/20 – 2/28/21</td>
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<td>2019-20</td>
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<tr>
<td></td>
<td></td>
<td>$375,000.00</td>
<td>2020-21</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,500,000.00</strong></td>
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**Recommendation**

The resolution be approved.

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24 **Resolution - Approving and Accepting the Bid from Legacy Ready-Mix LLC in the Total Estimated Annual Amount of $356,100.00 for Redi-Mix Concrete**

**Administrative Comments**

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

2. **Impact:** *This contract supports City’s Road to the Future Program.* Concrete is utilized by the Traffic & Transportation - Streets Division to maintain and enhance mobility for the safe and effective transit of motorists and pedestrians throughout the city. This contract will provide the necessary resources to expedite repairs of damaged existing roadways and sidewalks and other concrete locations.

3. This award establishes an annual contract for the continuation of providing Redi-Mix concrete. The contract is for one-year with two, one-year renewal options.

4. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2020-21 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>Legacy Ready-Mix LLC</td>
<td>3/1/20 – 2/28/21</td>
<td>$267,075.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$89,025.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$356,100.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

**Resolution - Renewing the Annual Contract with Standard Utility Construction, Inc., in the Total Estimated Annual 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 renewal establishes the continuation of an annual contract to provide freeway and street lighting maintenance and on-call services. This is the first of two, one-year renewal options. The current contract expires February 29, 2020.

4. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Description</th>
<th>FY 2019-20 Estimated Amount</th>
<th>FY 2020-21 Estimated Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Utility Construction, Inc.</td>
<td>3/1/20 – 2/28/21</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.
26 Resolution - Authorizing As-Needed Expenditures with Texas Bit in the Total Estimated Amount of $4,500,000.00 for Road and Highway Materials, Asphaltilc and Non-Asphaltic, through Dallas County

Administrative Comments

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

2. Impact: This contract supports the city’s Road to the Future program. Approval of this contract will allow the city to procure asphalt, milling, and overlay services under the best possible terms and conditions for the city.

3. A Vendor/Member Contract between City of Irving and Texas Bit was approved on April 4, 2019 by RES-2019-133 for as-needed purchases. The contract supports utilization of Dallas County Contract No. 2018-057-6750, which expired on November 19, 2019 and was renewed by Dallas County for the period of January 8, 2020 through January 7, 2021.

4. Funding is available in the Street Improvement Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Bit</td>
<td>2/28/20 – 1/7/21</td>
<td>$4,000,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 500,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$4,500,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

27 Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Rush Truck Center of Texas, LP, through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

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 Rush Truck Centers of Texas, LP, for utilization of BuyBoard Contract No. 601-19 which expires on November 30, 2020, will allow the city to procure vehicles, heavy duty trucks, parts and service labor under the best possible terms and conditions for the city.
3. Approval of this item allows for the purchase of landscape body trucks, rear loaders, and a roll off truck as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract during the specified contract term.

Recommendation

The resolution be approved.

28  Resolution - Approving the Purchase of Various Vehicles from Rush Truck Center of Texas, LP, in the Total Estimated Amount of $2,011,656.16 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by Parks & Recreation and Solid Waste Services 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 and provide the departments with critical resources to maintain optimal services for the Irving community.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy and are supported by a Vendor/Member contract between the City of Irving and Rush Truck Centers of Texas, LP, utilizing BuyBoard Contract No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, which expires on November 30, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement and the Solid Waste Operating funds.

5. 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 Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks &amp; Recreation</td>
<td>Hino 155 Double Cab Truck w/Landscape Body</td>
<td>2</td>
<td>07132 07171</td>
<td>$146,219.38</td>
<td>Vehicle &amp; Equipment Replacement</td>
</tr>
<tr>
<td>Solid Waste Services</td>
<td>2020 Peterbilt 520 Galbreath Roll Off Truck</td>
<td>1</td>
<td>06211</td>
<td>$241,800.78</td>
<td>Solid Waste Operating</td>
</tr>
<tr>
<td></td>
<td>2020 Peterbilt 567 w/27 yd. Heil Rear Loader Body</td>
<td>6</td>
<td>06203 06204 06207 06208 06209 06210</td>
<td>$1,623,636.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,011,656.16</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

29 Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Grande Ford Truck Sales, Inc., through the Houston-Galveston Area Council of Governments (H-GAC)

**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 Grande Ford Truck Sales, Inc., for utilization of H-GAC Contract No. HT06-18 which expires May 31, 2020, will allow the city to purchase medium and heavy trucks and truck bodies under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of a 14-16 yard dump truck as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract during the specified contract term.

**Recommendation**

The resolution be approved.
30 Resolution - Approving the Purchase of Two 14-16 Yard Dump Trucks from Grande Ford Truck Sales, Inc., in the Total Estimated Amount of $273,300.00 through the Houston-Galveston Area Council of Governments (H-GAC)

Administrative Comments

1. This item is recommended by Traffic & Transportation and Water Utilities departments and approved by the Fleet Services Division.

2. **Impact:** Purchase of the 14-16 yard dump trucks shown below will allow for replacement of older vehicles in order to reduce vehicle downtime and to facilitate repair and maintenance of infrastructure.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy. They are supported by a Vendor/Member contract between the City of Irving and Grande Ford Truck Sales, Inc., utilizing H-GAC Contract No. HT06-18 for Medium & Heavy Trucks & Truck Bodies, which expires on May 31, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement and Water-Sewer Operating funds.

5. Budgeted replacement is as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic &amp; Transportation</td>
<td>2020 Mack An64R Cab &amp; Chassis with 14-16 yd. Dump Body</td>
<td>1</td>
<td>18106</td>
<td>$136,650.00</td>
<td>Vehicle &amp; Equipment Replacement</td>
</tr>
<tr>
<td>Water Utilities</td>
<td>2020 Mack An64R Cab &amp; Chassis with 14-16 yd. Dump Body</td>
<td>1</td>
<td>32135</td>
<td>$136,650.00</td>
<td>Water-Sewer Operating</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL $273,300.00</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

31 Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Heil of Texas through the Houston-Galveston Area Council of Governments (H-GAC)

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 Heil of Texas for utilization of H-GAC Contract No. SW04-18A which expires March 31, 2020, will allow the city to purchase sweeping equipment under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of two street sweepers as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract during the specified contract term.

**Recommendation**

The resolution be approved.

---

32 **Resolution - Approving the Purchase of Two Street Sweepers from Heil of Texas in the Total Estimated Amount of $525,075.00 through the Houston-Galveston Area Council of Governments (H-GAC)**

**Administrative Comments**

1. This item is recommended by Traffic & Transportation Department and approved by the Fleet Services Division.

2. **Impact**: Purchase of the street sweepers shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as enhancing mobility for the safe and effective transit of motorists throughout the City of Irving.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy and are supported by a Vendor/Member contract between the City of Irving and Heil of Texas utilizing H-GAC Contract No. SW04-18A for Sweeping Equipment, which expires on March 31, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement Fund.

5. 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 Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic &amp; Transportation</td>
<td>Schwarze M6SE Avalanche Mechanical Street Sweeper</td>
<td>1</td>
<td>18124-5</td>
<td>$266,575.00</td>
</tr>
<tr>
<td></td>
<td>Schwarze Hypervac Vacuum Sweeper</td>
<td>1</td>
<td>18127-5</td>
<td>$258,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$525,075.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving the Purchase of Various Vehicles from James Wood Autopark in the Total Estimated Amount of $72,760.60 through an Interlocal Cooperative Purchasing Agreement with the City of Denton

Administrative Comments

1. This item is recommended by the Fire Department and approved by the Fleet Services Division.

2. Impact: Purchase of the vehicles shown below will allow the Fire Department to maintain the level of service needed to support residents, visitors, and businesses within the City of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and James Wood Autopark, which was approved by Administrative Award No. 6515 on September 4, 2019. The prices of the vehicles in the chart below meet the specifications provided by the listed department.

4. Funding for these purchases is available in the Vehicle & Equipment Replacement Fund.

5. The following are budgeted replacements per the city’s vehicle replacement guidelines:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Replaces City Tag #</th>
<th>Total Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>2020 Chevrolet 2WD Long Bed Crew Cab Truck</td>
<td>05114</td>
<td>$34,240.00</td>
</tr>
<tr>
<td>Fire</td>
<td>2020 Chevrolet 4x4 Crew Cab Truck</td>
<td>05105</td>
<td>$38,520.60</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$72,760.60</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

Resolution - Approving a Purchase Agreement Between the City of Irving and Dell Marketing, L.P., in the Annual Estimated Amount of $400,000.00 for As-Needed Purchases of Computer Equipment and Network Appliances through the State of Texas Department of Information Resources (DIR) Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Information Technology Department.
2. **Impact:** Establishment of the attached Participation and Purchase Agreement between the City of Irving and Dell Marketing, L.P., for utilization of Department of Information Resources Contract No. DIR-TSO-3763 which expires on January 10, 2022 will allow the city to procure computer equipment under the best possible terms and conditions for the city.

3. Replacing computing equipment and network appliances on a regular replacement schedule of at least every four years provides upgrades necessary to match parallel changes to communication, security and software platforms that require current hardware to operate at optimum levels. Current hardware will provide greater capabilities and resources to run newer software programs with more demanding needs. New computers also allow employees and residents to work more efficiently by reducing the amount of time it takes to perform computer-based tasks as well as reducing the number of maintenance and service calls performed on older machines which typically require more maintenance, thereby eliminating unscheduled service outages.

4. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.

5. Because this contract runs from February 2020 through January 2022 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 fiscal year’s additional purchases and the contract total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Marketing, L.P.</td>
<td>2/28/20 – 1/10/22</td>
<td>$400,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$400,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,000.00</td>
<td>2021-22</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$1,000,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**End of Bids**
Ordinance - Authorizing the Abandonment and Closure of a Certain 0.138 Acre Tract of Land for Street Purposes Only, But Not for Parking, Utility, Public Access, Park, or Any Other Municipal Purposes, Being a Part of an Existing 75 Foot Right-Of-Way of Hastings Street, and Being Part of the Plat of the Original Town of Irving Addition.

Administrative Comments
1. This item has been recommended by the Capital Improvement Program Department and Recreation Department.
2. Impact: The 0.138 acre (6,003 square foot) tract of land being part of the Hastings Street, an existing 75 foot right-of-way, being abandoned is required for the Heritage Park development and will be incorporated in the replat of Heritage Park.
3. Capital Improvement Program and Transportation Departments have approved the abandonment of this portion of right-of-way.

Recommendation
The ordinance be adopted.

Ordinance - Authorizing the Abandonment and Closure of a Certain 0.207 Acre Tract of Land for Street Purposes Only, But Not for Parking, Utility, Public Access, Park, or Any Other Municipal Purposes, Being Part of an Existing 100 Foot Right-Of-Way of Main Street, and Being Part of the Plat of the Original Town of Irving Addition.

Administrative Comments
1. This item has been recommended by the Capital Improvement Program and Park and Recreation Department.
2. Impact: The 0.207 acre (9,013 square foot) tract of land being part of the Main Street, an existing 100 foot right-of-way, being abandoned is required for the Heritage Park development and will be incorporated in the replat of Heritage Park.
3. Capital Improvement Program and Transportation Departments have approved the abandonment of this portion of right-of-way.

Recommendation
The ordinance be adopted.
Ordinance - Approving a Development Agreement with Lafferty Companies, LLC for the Sale of Property at 200 N. Main Street, 211, 213, and 221 E. Irving Boulevard

Administrative Comments

1. This item is recommended by the Economic Development Department.

2. Impact: The sale of the vacant 4.43 acre tract of land will allow for the proposed redevelopment of the land of a new high quality mixed-used development in compliance with the Heritage Crossing District Zoning.

3. This item has been discussed at the Planning and Development Executive Session on March 21, 2019 and August 1, 2019 and at the City Council Executive Session on January 29, 2020.

4. The tract of land is approximately 4.43 acres, located east of Main Street, North of Irving Blvd, and west of Britain Street.

5. This item accompanies the proposed resolution approving an economic incentive agreement related to the development of the property at 200 N Main Street, 211, 213, and 221 E. Irving Blvd. on this same agenda.

6. Lafferty Companies, LLC, intends to redevelop the property in two phases. Phase One would construct a mixed-use multifamily development on the Property A (200 N Main Street), completing construction by December 31, 2023. Phase Two would construct a 3 story mixed-use, work and loft development, on Property B (211, 213, and 221 E. Irving Blvd.) and completing construction by December 31, 2025.

7. This project is consistent with the purpose of the TIF and will sell above fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. The DCAD Market Value for the properties is $847,360. The sale price of the City land is $1,300,000.

9. Lafferty Companies will pay $1,000,000 cash at closing (September 30, 2021) for Property A. Prior to closing for Property A, the developer is required to obtain a performance guarantee, proper zoning, and building permits for the Phase One Project. The City would be required to deliver at closing a Notice to Proceed for the construction of the Irving Boulevard Reconstruction Project, which includes a wastewater line relocation connecting to a future proposed City wastewater line substantially similar to the wastewater line relocation depicted in the Agreement’s Site Plan.

10. Lafferty Companies will pay $300,000 cash at closing (on or before December 31, 2023) for Property B, if Lafferty Companies executes their option to purchase Property B by October 31, 2023 and has completed construction for Phase One.

11. The separate economic incentive agreement will provide that the developer receive a grant of up to $598,000 over a ten year period as long as certain minimum
development criteria are met. Those criteria include completing the Phase One Project and obtaining an Certificate of Occupancy by December 31, 2023, completing the Phase Two Project and obtaining a Certificate of Occupancy by December 31, 2025, and maintain a “Level 1” risk rating on the City’s annul multi-family inspection report for both properties.

**Recommendation**
The ordinance be approved.

### Resolution - Approving Economic Incentive Agreement Between the City of Irving and Lafferty Companies, LLC in an Amount Not to Exceed $598,000 Related to the Development of the Property Located at 200 N. Main Street, 211, 213, and 221 E. Irving Boulevard

**Administrative Comments**

1. This item is recommended by the Economic Development Department.

2. **Impact**: The agreement to provide incentives will catalyze the redevelopment of both the city’s vacant land within the downtown area.

3. **This item has been discussed at the Planning and Development Executive Session on March 21, 2019 and August 1 2019 and at the City Council Executive Session on January 29, 2020.**

4. The tract of land is approximately 4.43 acres, located east of Main Street, North of Irving Blvd, and west of Britain Street.

5. **This is a companion to the proposed resolution approving a development agreement for sale of the property at property at 200 N Main Street, 211, 213, and 221 E. Irving Blvd. to Lafferty Companies, LLC on this same agenda.**

6. Lafferty Companies, LLC, intends to redevelop the property in two phases. Phase One would construct a mixed-use multifamily development on the Property A (200 N Main Street), completing construction by December 31, 2023. Phase Two would construct a 3 story mixed-use, work and loft development, on Property B (211, 213, and 221 E. Irving Blvd.), completing construction by December 31, 2025.

7. This project is consistent with the purpose of the TIF and will sell above fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. The DCAD Market Value for the properties is $847,360. The sale price of the City land is $1,300,000.
9. This economic incentive agreement will provide a grant to the developer not to exceed $598,000 over a ten year period as long as certain minimum development criteria are met. Those criteria include completing the Phase One Project and obtaining a Certificate of Occupancy by December 31, 2023, completing the Phase Two Project and obtaining a Certificate of Occupancy by December 31, 2025, and maintaining a “Level 1” risk rating on the City’s annual multi-family inspection report for both properties.

10. This grant will be calculated annually as 25% of the City’s Maintenance and Operation (M&O) rate for taxes paid to the City on the eligible real property value.

11. This property is located in the Irving Boulevard TIF. Funding for this incentive will be a rebate on the portion of the M&O rate not contributing to the TIF, so that the Irving Boulevard TIF is not impacted fiscally.

Recommendation
The resolution be approved.

APPOINTMENTS AND REPORTS

39 Resolution - Confirming the Appointment by the City Manager of a Commissioner to Serve on the Fire Fighters' and Police Officers' Civil Service Commission to a Term Expiring December 2022

Administrative Comments
1. This item is recommended by the City Manager’s Office.
2. Impact: The Commission’s decisions are final on cases dealing with Fire and Police personnel and continuity of service on this board is an asset to the process.
3. City Manager Chris Hillman appoints and recommends confirmation of Nicole Kintop Smith to the Civil Service Board to a three-year term expiring December 2022. This is a three member board.

Recommendation
The resolution be approved.

40 Mayor’s Report

Adjournment
The Irving City Council met in work session on February 12, 2020 at approximately 1:00 p.m. The following members were present/absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>John C. Danish</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Phil Riddle</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>J. Oscar Ward</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Late</td>
<td>4:20 PM</td>
</tr>
<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

**DISCUSSION TOPIC**

1 City Operations Update
   - Community Meetings About Housing
     Steve Reed, Planning & Community Development Director, stated that community meetings about housing are scheduled for February 20 and 21, 2020, and March 3, 2020.

   - Irving PD Badge Pinning Ceremony
     James Childers, Assistant City Manager, and Jeff Spivey, Police Chief, presented a video of the most recent badge pinning ceremony.

2 Citizen Comments on Items Listed on the Agenda
   Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX - Item #9 and #10
   Bob Bourgeois, 3604 Gentry Rd, Irving, TX - Item #28
   Chad Colley, 14160 N. Dallas Parkway, Dallas, TX - Item #32
   Johnnie Pegues, 2504 Edinburgh St, Irving, TX - Item #28

3 Review of Regular Agenda

**CONSENT AGENDA**

5 Ordinance -- Amending Ordinance No. 2019-10250 Providing Budget Adjustment #2 to the 2019-20 Fiscal Year Budget
   Shannon Phillips, Budget Manager, detailed the proposed budget amendments.

9 Resolution -- Consider a Request by San Vito, LLC, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 550 E. John Carpenter Fwy.
Council discussed the proposed development along State Highway 114 and the lack of parking planned on the site.

This item was discussed in Executive Session.

12 Resolution -- Approving Expenditures for As-Needed Purchases from Plano Office Supply Co., in the Total Estimated Amount of $236,000.00 for Furniture through the Collin County Community College District Interlocal Cooperative Purchasing Program

Darlene Humphries, Purchasing Manager, described the cooperative purchasing program the city uses to get the best pricing.

16 Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Blackmon-Mooring Services, Ltd., and Authorizing As-Needed Expenditures in an Amount Not to Exceed $750,000.00 for General Disaster Recovery and Restoration Services through the Texas Local Government Statewide Purchasing Cooperative Purchasing Program Administered by the Texas Association of School Boards (The BuyBoard Program)

Pat Lamers, Capital Improvement Program Director, confirmed that this contract is for as needed disaster recovery.

20 Resolution -- Approving the Purchase from Kirby-Smith Machinery Company, Inc., for Various Excavators and Dump Trucks in the Total Estimated Amount of $1,733,402.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Larry Spain, Fleet Maintenance Manager, provided details on the proposed dump truck purchases.

INDIVIDUAL CONSIDERATION

28 Ordinance -- Calling a Bond Election to be Held on Saturday, May 2, 2020; Making Provisions for the Conduct of the Election and Other Provisions Relating Thereto

Bret Starr, Finance Director, presented a recap of the proposed propositions and the debt service tax rate.

Council and staff discussed the whether or not to include the inflation rate on each proposition total.

This item was discussed in executive session and then discussed again in public session.

Council elected to include the inflation rate within the bond propositions.
ZONING CASES AND COMPANION ITEMS

29 Resolution -- Temporary Use Permit G2001-0009 - to Allow a Fat Tuesday Event with Outdoor Food and Alcohol Sales at the Property Located at 4070 North Belt Line Road, Suite 100 for February 24, 2020 through February 26, 2020 - PO Melvin’s Restaurant, Applicant

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval.

30 Resolution -- Considering Sign Variance Case #S1909-0065 to Allow Modifications to the Required Materials for Monument Signs - Property Located at 1921 Hurd Drive - Abbott Laboratories, Applicant/Owner

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval.

31 Ordinance -- Zoning Case #ZC19-0076 - Considering a Zoning Change from HCD-TMU (Heritage Crossing District - Transit Mixed Use Subdistrict) to S-P-2 (Generalized Site Plan) District for HCD-TMU (Heritage Crossing District - Transit Mixed Used Subdistrict) Uses - Approximately 1.03 Acres Located at 303 and 305 Ada Street - Jesse Lowe, Applicant/Owner (Postponed from December 12, 2019 and January 30, 2020)

Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.


Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

33 Ordinance -- Zoning Case #ZC19-0092 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) District for C-C (Community Commercial) Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) - Approximately 11,693 Square Feet Located at 3554 W. Airport Freeway - P&P Barragan, Applicant - Allenex Investments, Inc., Owner
Jocelyn Murphy, Planning & Community Development Assistant Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.

APPOINTMENTS AND REPORTS

34 Resolution -- Board Appointments to the Planning and Zoning Commission, Youth Council and the Zoning Board of Adjustments and Appeals to Unexpired Terms

This agenda item was discussed in Executive Session.

4 Proposed Amendments to the Hotel Development Standards

Maura Gast, Executive Director of the Convention & Visitors Bureau, presented national industry trends and the hotel development changes recommended by the Irving Convention and Visitors Bureau Board of Directors.

Steve Reed, Planning & Community Development Director, presented the proposed amendments to the hotel development standards as previously discussed at the Planning & Development Committee.

It was the consensus of the Council to have staff meet with the hoteliers to get their input.

5 City of Irving Supplemental Benefit Plan Funding Policy Presentation

Lewis Ward with Gabriel Roeder Smith and Company presented an update on the Supplemental Benefit Plan Funding Policy. The presentation included the funding priorities, objectives, actuarially determined contribution benchmark, board actions, and the risk-sharing mechanisms.

6 City Retirement Benefit Comparison Presentation (Texas Municipal Retirement System, Supplemental Benefit Plan, Firemen’s Relief and Retirement Fund)

Lewis Ward with Gabriel Roeder Smith and Company presented an update on the retirement benefit comparison study. The presentation noted that the study compared the projected retirement benefits payable under the Irving Firemen’s Relief and Retirement Fund (IFRRF) versus the combined benefits of the Texas Municipal Retirement System (TMRS) and the Supplemental Benefit Plan (SBP). The conclusion of the study showed the majority of new firefighters are expected to have higher replacement ratios under the current IFRRF benefits when compared to TMRS and SBP.

EXECUTIVE SESSION

Council convened into executive session pursuant Section 551.071 of the Texas Local Government Code at approximately 2:10 p.m. to discuss item 7 on the work session and item 28 on the regular agenda.
7  Legal Advice - Michael Paul Hernandez V. City of Irving
Open Meetings Act § 551.071

Council reconvened from executive session at approximately 3:06 p.m.

Council convened into executive session pursuant Section 551.074 and Section 551.071 of the Texas Local Government Code at approximately 4:34 p.m. to discuss item 8 on the work session and item 9 on the regular agenda.

8  Personnel - City Secretary
Open Meetings Act § 551.074

Council reconvened from executive session at approximately 6:25 p.m.

Council convened into executive session pursuant Section 551.074 of the Texas Local Government Code at approximately 6:25 p.m. to discuss item 34 on the regular agenda.

Council reconvened from executive session at approximately 6:35 p.m.

Council adjourned the meeting at 6:35 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 13, 2020 at approximately 7:00 p.m. The following members were present / absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
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<tr>
<td>John C. Danish</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Allan Meagher</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Phil Riddle</td>
<td>Irving City Council</td>
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<tr>
<td>J. Oscar Ward</td>
<td>Irving City Council</td>
<td>Councilman</td>
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<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Kyle Taylor</td>
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<td>Councilman</td>
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<tr>
<td>Wm David Palmer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

Kelly O’Briant, 2537 Conflans Rd., Irving, TX – Ms. O’Briant announced various upcoming performances that will be at the Arts and Cultural Center.

**INVOCATION**

The invocation was delivered by Pastor Keith Luttrell, Christ Church, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by the following students from Schulze Elementary School:
Abel Salazar
Jorge Hernandez
Jose Fuentes
Samantha Murillo-Alvarez

**PROCLAMATIONS**

There were no proclamations 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.

Loren Byers, 918 E. Tanglewood Dr., Irving, TX – Mr. Byers spoke regarding bond projects and various options for development in the downtown area.

Krishna Taduri, 3076 Denali Dr., Irving, TX – Mr. Taduri spoke regarding a steep slope that has developed in the back yards of several homeowners and the developer, Hines and MHI Homes, are not helping to resolve the problem.

Kannan, Ibloom Montessori School, 7650 Bent Branch Dr., Irving, TX – Mr. Kannan spoke regarding his communities objections to the Goody Goody Liquor Store.

Prasad Garimella, 3752 Cold Stream Dr., Irving, TX – Mr. Garimella spoke regarding the traffic issues around the Stonegate Community.

Virupakshi Velishala, 3808 Ozark Dr., Irving, TX – Mr. Velishala spoke regarding his and his communities objections to the Goody Goody Liquor Store.

Emma West, 3639 W. Northgate Apt. 152, Irving, TX – Ms. West spoke regarding affordable housing for seniors.

CITY COUNCIL AGENDA

1 City Operations Update

Steven Reed, Planning and Community Development Director, announced there will be series of community meetings to discuss affordable housing and various types of housing needs in the city. The meetings are open to the public and will be televised on ICTN. The goal is to develop a housing policy for the City of Irving.

James Childers, Assistant City Manager, stated the City was a recipient of the Clean Fleet Award from the North Central Texas Council of Governments.
CONSENT AGENDA

Motioned by Councilman Ward, seconded by Councilman Riddle to approve consent agenda items 2-27 and pull item(s) 9 and 10 for individual consideration.

Motion approved 9-0.

2 Approving Minutes for Wednesday, January 29, 2020

RESULT: ACCEPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

3 Approving Minutes for Wednesday, January 29, 2020

RESULT: ACCEPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer

4 Approving Minutes for Thursday, January 30, 2020

RESULT: ACCEPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
5  Ordinance No. ORD-2020-10310 -- Amending Ordinance No. 2019-10250
Providing Budget Adjustment #2 to the 2019-20 Fiscal Year Budget

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

6  Resolution No. RES-2020-47 -- 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 2, 2020, for the Purpose of Electing the
Position of Mayor and City Council Places Three (3) and Five (5), and Bond
Election; Subsequent Run-Off Election If Necessary

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

7  Resolution No. RES-2020-48 -- Approving a Clinical Affiliation Agreement
Between the City of Irving and Collin County Community College District for the
Emergency Medical Services Program with the Irving Fire Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
Resolution No. RES-2020-49 -- Approving the Acquisition of a Public Utility Easement on Parcel 115-14, Located at 1400 N. Walton Walker Blvd in the Amount of $24,075.00

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

Resolution No. RES-2020-50 -- Consider a Request by San Vito, LLC, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 550 E. John Carpenter Fwy.

Mayor Stopfer opened the public hearing at approximately 7:32 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
Megan Lasch, 5501 A. Balcoes Dr., #302, Austin, TX 78731

The following individual(s) signed up to speak in opposition of this item:
Roy Getting, 2208 Rita Ct., Irving, TX
Hammond Perot, 1609 Driskill Dr., Irving, TX

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

Motioned by Councilman Danish, seconded by Councilman Taylor to Approve Resolution -- Consider a Request by San Vito, LLC, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 550 E. John Carpenter Fwy.

Motion approved 7-2.

Councilmember(s) voting in opposition of this motion include: Zapanta and Ward
Amendment to the motion by Councilman Zapanta, seconded by Councilman Ward to approve a draft a resolution confirming that the city has no objection to the proposed development.

Motion denied 6-3.

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

Councilmember(s) voting in opposition of this motion include: Danish, Meagher, Webb, Riddle, Taylor and Palmer

RESULT: ADOPTED [7 TO 2]
MOVER: John C. Danish, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Taylor, Palmer
NAYS: J. Oscar Ward, Al Zapanta

Resolution No. RES-2020-51 -- Consider a Request by MHP Region 3 II, LLC, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 2800 S. MacArthur Blvd.

Motioned by Councilman Danish, seconded by Councilman Taylor to Approve Resolution -- Consider a Request by MHP Region 3 II, LLC, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 2800 S. MacArthur Blvd.

The following individual(s) signed up to speak in opposition of this item:
Roy Getting, 2208 Rita Ct., Irving, TX

Motion approved: 8-1.

Councilmember(s) voting in opposition of this motion include: Zapanta

RESULT: ADOPTED [8 TO 1]
MOVER: John C. Danish, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Taylor, Palmer
NAYS: Al Zapanta
11 Resolution No. RES-2020-52 -- Approving an Agreement with Sole Source Provider Utilis, Inc., in an Amount Not to Exceed $72,000.00 for Satellite Leak Detection Services

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

12 Resolution No. RES-2020-53 -- Approving Expenditures for As-Needed Purchases from Plano Office Supply Co., in the Total Estimated Amount of $236,000.00 for Furniture through the Collin County Community College District Interlocal Cooperative Purchasing Program

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

13 Resolution No. RES-2020-54 -- Approving an Expenditure with Mart, Inc., in the Total Estimated Amount of $66,980.00 for Upgraded Security Infrastructure Items for the Municipal Court, through the Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
14 **Resolution No. RES-2020-55** -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Facility Solutions Group and Authorizing As-Needed Expenditures in the Total Estimated Amount of $180,000.00 for Parks and Recreation Equipment and Field Lighting Products and Installation, through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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

15 **Resolution No. RES-2020-56** -- Approving the Purchase from Professional Turf Products, LP, of Replacement Grounds Maintenance Equipment in the Total Estimated Amount of $180,733.16 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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

16 **Resolution No. RES-2020-57** -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Blackmon-Mooring Services, Ltd., and Authorizing As-Needed Expenditures in an Amount Not to Exceed $750,000.00 for General Disaster Recovery and Restoration Services through the Texas Local Government Statewide Purchasing Cooperative Purchasing Program Administered by the Texas Association of School Boards (The BuyBoard Program)

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
17 Resolution No. RES-2020-58 -- Approving the Purchase from Facility Solutions Group (FSG), in the Total Estimated Amount of $155,587.00 for Replacement of the Backup Generator at the Jack D. Huffman Community Building through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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

18 Resolution No. RES-2020-59 -- Approving and Accepting the Bid from Midway Press, Ltd., in the Total Estimated Amount of $83,820.00 for Printing of Resident Newspaper

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

19 Resolution No. RES-2020-60 -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Kirby-Smith Machinery, Inc., through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
### Resolution No. RES-2020-61

Approving the Purchase from Kirby-Smith Machinery Company, Inc., for Various Excavators and Dump Trucks in the Total Estimated Amount of $1,733,402.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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<thead>
<tr>
<th>RESULT:</th>
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<tr>
<td>SECONDER:</td>
<td>Phil Riddle, Councilman</td>
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<tr>
<td>AYES:</td>
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### Resolution No. RES-2020-62

Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and MHC Kenworth through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

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<td>Phil Riddle, Councilman</td>
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<td>AYES:</td>
<td>Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer</td>
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</tbody>
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### Resolution No. RES-2020-63

Approving the Purchase of Dump Trucks from MHC Kenworth in the Total Estimated Amount of $378,792.08 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

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<tr>
<td>SECONDER:</td>
<td>Phil Riddle, Councilman</td>
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<tr>
<td>AYES:</td>
<td>Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer</td>
</tr>
</tbody>
</table>
23 Resolution No. RES-2020-64 -- Approving Spending for As-Needed Expenditures from GTS Technology Solutions, Inc., in an Amount Not to Exceed $100,000.00 for Panasonic Branded Products and Related Services through the State of Texas Department of Information Resources (DIR)

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

24 Ordinance No. ORD-2020-10311 -- Authorizing the Abandonment and Vacation of a Certain Portion of a 15-Foot Wide Water Line Easement in Lot 1R, Block A, of the Hidden Ridge Lifestyle Core Revised Addition

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

25 Ordinance No. ORD-2020-10312 -- Authorizing the Abandonment and Vacation of a Certain Portion of a 30-Foot Wide Mutual Access Easement in Lot 1R, Block A, of the Hidden Ridge Lifestyle Core Revised Addition

RESULT: ADOPTED [UNANIMOUS]
MOVER: J. Oscar Ward, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Danish, Meagher, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
26 Resolution No. RES-2020-65 -- Adopting Guidelines and Criteria Governing Tax Abatement Agreements

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

27 Ordinance No. ORD-2020-10313 -- Amending the Irving Policy Statement on Local Economic Development and Business Stimulation Incentives

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

INDIVIDUAL CONSIDERATION

28 Ordinance No. ORD-2020-10314 -- Calling a Bond Election to be Held on Saturday, May 2, 2020; Making Provisions for the Conduct of the Election and Other Provisions Relating Thereto

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

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:00 p.m.

Motioned by Councilman Danish, seconded by Councilman Webb to Approve Ordinance -- Calling a Bond Election to be Held on Saturday, May 2, 2020; Making Provisions for the Conduct of the Election and Other Provisions Relating Thereto.

Motion approved 8-1.

Councilmember(s) voting in opposition of this motion include: Meagher
RESULT: ADOPTED [8 TO 1]
MOVER: John C. Danish, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Danish, Webb, Riddle, Ward, Zapanta, Taylor, Palmer
NAYS: Allan Meagher

ZONING CASES AND COMPANION ITEMS

29 Resolution No. RES-2020-66 -- Temporary Use Permit G2001-0009 - to Allow a Fat Tuesday Event with Outdoor Food and Alcohol Sales at the Property Located at 4070 North Belt Line Road, Suite 100 for February 24, 2020 through February 26, 2020 - PO Melvin's Restaurant, Applicant

Mayor Stopfer opened the public hearing at approximately 8:11 p.m.

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

Mayor Stopfer closed the public hearing at approximately 8:11 p.m.

Motioned by Councilman Ward, seconded by Councilman Palmer to Approve Resolution -- Temporary Use Permit G2001-0009 - to Allow a Fat Tuesday Event with Outdoor Food and Alcohol Sales at the Property Located at 4070 North Belt Line Road, Suite 100 for February 24, 2020 through February 26, 2020 - PO Melvin's Restaurant, Applicant.

Motion approved 9-0.

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

Packet Pg. 45
30 Resolution No. RES-2020-67 -- Considering Sign Variance Case #S1909-0065 to Allow Modifications to the Required Materials for Monument Signs - Property Located at 1921 Hurd Drive - Abbott Laboratories, Applicant/Owner

Mayor Stopfer opened the public hearing at approximately 8:12 p.m.

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

Mayor Stopfer closed the public hearing at approximately 8:12 p.m.

Motioned by Councilman Webb, seconded by Councilman Taylor to Approve Resolution -- Considering Sign Variance Case #S1909-0065 to Allow Modifications to the Required Materials for Monument Signs - Property Located at 1921 Hurd Drive - Abbott Laboratories, Applicant/Owner.

Motion approved 9-0.

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

31 Ordinance No. ORD-2019-10294 -- Zoning Case #ZC19-0076 - Considering a Zoning Change from HCD-TMU (Heritage Crossing District - Transit Mixed Use Subdistrict) to S-P-2 (Generalized Site Plan) District for HCD-TMU (Heritage Crossing District - Transit Mixed Used Subdistrict) Uses - Approximately 1.03 Acres Located at 303 and 305 Ada Street - Jesse Lowe, Applicant/Owner (Postponed from December 12, 2019 and January 30, 2020)

Mayor Stopfer opened the public hearing at approximately 8:12 p.m.

The following individual(s) signed up to speak in support of this item: Jesse Lowe, 305 Ada St., Irving, TX
James Eric Baker, 302 N. O'Connor Rd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:15 p.m.
Motioned by Councilman Danish, seconded by Councilman Palmer to Approve Ordinance -- Zoning Case #ZC19-0076 - Considering a Zoning Change from HCD-TMU (Heritage Crossing District - Transit Mixed Use Subdistrict) to S-P-2 (Generalized Site Plan) District for HCD-TMU (Heritage Crossing District - Transit Mixed Used Subdistrict) Uses - Approximately 1.03 Acres Located at 303 and 305 Ada Street - Jesse Lowe, Applicant/Owner (Postponed from December 12, 2019 and January 30, 2020), with the denial of the variance for an accessory structure.

Motion approved 6-3.

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

<table>
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<tr>
<th>RESULT:</th>
<th>ADOPTED [6 TO 3]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>John C. Danish, Councilman</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Wm David Palmer, Councilman</td>
</tr>
<tr>
<td>AYES:</td>
<td>Danish, Webb, Riddle, Ward, Zapanta, Palmer</td>
</tr>
<tr>
<td>NAYS:</td>
<td>Mayor Rick Stopfer, Allan Meagher, Kyle Taylor</td>
</tr>
</tbody>
</table>


Mayor Stopfer opened the public hearing at approximately 8:48 p.m.

The following individual(s) signed up to speak in support of this item:
Chad Colley, 14160 N. Dallas Pkwy, Dallas, TX
Prellow Riddic, 3413 Bryn Mawr, Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:55 p.m.

Motion approved 6-3.

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

RESULT: ADOPTED [6 TO 3]

MOVER: Al Zapanta, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Danish, Webb, Riddle, Ward, Zapanta, Palmer
NAYS: Mayor Rick Stopfer, Allan Meagher, Kyle Taylor

Ordinance No. ORD-2020-10315 -- Zoning Case #ZC19-0092 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) District for C-C (Community Commercial) Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) - Approximately 11,693 Square Feet Located at 3554 W. Airport Freeway - P&P Barragan, Applicant - Allenex Investments, Inc., Owner

Mayor Stopfer opened the public hearing at approximately 9:04 p.m.

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

Mayor Stopfer closed the public hearing at approximately 9:04 p.m.
Motioned by Councilman Webb, seconded by Councilman Taylor to Approve Ordinance -- Zoning Case #ZC19-0092 - Considering a Zoning Change from S-P-1 (Detailed Site Plan) District for C-C (Community Commercial) Uses to S-P-1 (Detailed Site Plan) for R-AB (Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption) - Approximately 11,693 Square Feet Located at 3554 W. Airport Freeway - P&P Barragan, Applicant - Allenex Investments, Inc., Owner.

Motion approved 9-0.

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

APPOINTMENTS AND REPORTS

34 Resolution No. RES-2020-68 -- Board Appointments to the Planning and Zoning Commission, Youth Council and the Zoning Board of Adjustments and Appeals to Unexpired Terms

There was no action taken on this item at tonight’s meeting.

35 Mayor's Report

There was no mayor’s report at tonight’s meeting

Adjournment

The meeting was adjourned at approximately 9:05 p.m.

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, TRMC
City Secretary
Resolution -- Approving a Release and Settlement Agreement with Michael Paul Hernandez in the Amount of $110,000.00 for Settlement of a Personal Injury Lawsuit

Administrative Comments

1. This item is recommended by the Parks and Recreation Department and City Attorney's Office.

2. Impact: The Settlement Agreement, if approved, would resolve the lawsuit styled Michael Paul Hernandez v. City of Irving; Cause No. DC-19-00026, pending in the 160th Judicial District Court of Dallas County, Texas.

3. The City Council was briefed on this item in Executive Session on February 12, 2020.

4. Funding in the amount of $110,000.00 is available in the Self-Insurance Risk General Liability Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Review Completed By: Janet Spugnardi
Previous Action: Council Action:

ATTACHMENTS:

Release (Signed) (PDF)

CURRENT YEAR FINANCIAL IMPACT:

61051604 646020 Budget: Actual:

REVISION INFORMATION:

Prepared: 2/18/2020 10:33 AM by Rebecca Maddux
Last Updated: 2/20/2020 03:45 PM 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 attached Release and Settlement Agreement and authorizes settlement of the lawsuit styled Michael Paul Hernandez v. City of Irving in the amount of $110,000, and the Mayor is authorized to execute any and all settlement documents upon approval of the City Attorney’s Office.

SECTION II. THAT funding for this expenditure is available in the Self-Insurance Risk Liability Fund.

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


__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
CAUSE NO. DC-19-00026

MICHAEL PAUL HERNANDEZ, §
     Plaintiff, §
v. §
CITY OF IRVING, §
     Defendant. §

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

160TH DISTRICT COURT

RELEASE, SETTLEMENT AND INDEMNITY AGREEMENT

1. MICHAEL PAUL HERNANDEZ (hereinafter the "Undersigned"), for and in consideration of the sum of $110,000 paid by, or on behalf of, the CITY OF IRVING, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby fully and completely settle, remit, release and forever discharge all claims, debts, demands, actions, causes of action, lawsuits, claims for sums of money, claims for attorney's fees or court costs, claims for personal injury or property damage, claims for prejudgment or postjudgment interest, claims for loss of use of property, claims for loss of earnings, as well as earning capacity in the past or future, claims for loss of consortium in the past or future, claims for physical disability or incapacity in the past or future, claims for impairment of any nature in the past or future, claims for disfigurement of any nature in the past or future, claims for physical or mental pain or suffering in the past or future, claims for mental or physical anguish in the past or future, claims for loss of business opportunities in the past or future, claims for past or future loss of employment or employment opportunities, claims for incapacity of any nature in the past or future, claims for past and future medical expenses, claims for past or future healthcare service of any nature, claims for loss of enjoyment of life in the past or future, claims for any physical or mental injury of any nature, claims for past or future loss of services, affection, solace, comfort, companionship, society, assistance, support or sexual relations, claims for exemplary damages, claims under any state or federal statute, claims under the Constitution of the United States or the State of Texas, claims for alleged negligence, claims for alleged willful conduct, claims for past or future expenses of any nature, claims based in tort, claims based on a written or oral contract, agreements, judgments and liabilities, and any and all other demands or claims of any nature whatsoever, both at law and in equity, statutory or otherwise, whether known or unknown, that the Undersigned has, or may hereafter have, against the CITY OF IRVING and its employees, agents, council members, representatives, insurers, attorneys, and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), arising out of the accident involving the Undersigned and a City of Irving employee that occurred on or about May 12, 2017 on the Campion Trail in Mountain Creek Preserve in Irving, Dallas County, Texas, as more fully described in the pleadings on file in the above-referenced action.

2. In consideration of the release set forth above and other covenants made in this Agreement, the Undersigned accepts the final sum of $110,000 payable in one check to Michael Paul Hernandez and his attorney's firm Shamieh Law, PLLC.
3. It is the intention of the Undersigned to acknowledge the satisfaction in full of all injuries and damages, whether personal or property, of any nature whatsoever which have been incurred, or which may hereafter be incurred, by the Undersigned or by his spouse, children, heirs, assigns, beneficiaries and all other persons claiming by or through the Undersigned as a consequence, or result, of the incident made the basis of the above-referenced cause of action, whether fully developed at this time or not. It is understood that the consideration stated herein covers the contingency of a greater or lesser damage of injury to the Undersigned whether known or unknown at this time, fully developed or otherwise.

4. The Undersigned agrees to indemnify and hold harmless the Released Parties from any and all demands, claims or lawsuits made, or brought by, the Undersigned; any person or entity asserting claims on behalf of the Undersigned which have been settled and released herein; or his spouse or children as a result of any injuries or damages he claims to have incurred as a result of the incident made the basis of the above-referenced cause of action. Further, the Undersigned agrees to pay all costs and attorney's fees incurred by the Released Parties in defense of any such demand, claim or lawsuit as well as any settlement reached by, or recovery obtained from, the Released Parties.

5. It is expressly warranted that the Undersigned has paid, or out of the aforementioned sum will pay, for all medical aid, medical treatment, physical or mental healthcare services of any nature, physical therapy services, hospital services, doctor services, chiropractor services, counseling services, psychological services, psychiatric services, nursing expenses, drug costs, medicine costs and hospital liens, past, present or future incurred, or to be incurred, as a result of any injuries allegedly sustained, or damages allegedly incurred, as a result of the incident made the basis of the above-referenced cause of action, and that the Undersigned will indemnify and hold harmless the Released Parties of, and from, any and all subrogation interests, as well as any claims or assignments of causes of action, especially with reference to any liens under the Texas Hospital Lien Law or under any federal, state, or municipal law, regulation or ordinance.

6. This settlement is a compromise of a disputed claim, and the payment hereby made is not to be construed as an admission of liability on the part of the Released Parties who intend merely to avoid litigation and buy their peace and by all of whom liability is expressly denied.

7. Upon execution of this Agreement, the Undersigned agrees to dismiss with prejudice the lawsuit bearing Cause No. DC-19-00026 pending in the 160th District Court in Dallas County, Texas, styled “Michael Paul Hernandez v. City of Irving;” all claims asserted in said suit, or that could have been asserted therein, being hereby released by the Undersigned. The Undersigned agrees to refrain from instituting, prosecuting, filing or processing any litigation, state commission charges, grievances or other claims or charges against the Released Parties, whether named herein or not, in any way related to or arising out of the claims asserted in the above-referenced litigation, or any other claims, charges or causes of action against the Released Parties, whether named herein or not, arising out of the incident made the basis of the above-referenced cause of action.

8. It is expressly warranted that the Undersigned is the exclusive owner of the claim or claims being released herein, and that no such claim, or claims, or any part thereof, have been transferred, assigned, or otherwise encumbered.
9. This Agreement contains the entire agreement between the Undersigned and the Released Parties and supersedes any and all prior agreements, arrangements, or understandings between them relating to the claims the Undersigned have asserted, or could have asserted, against the Released Parties. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

10. The Undersigned hereby acknowledges that the injuries or damages he alleged to have sustained are, or may be, permanent and progressive and that recovery therefrom is, or may be, uncertain and indefinite.

11. In making, and entering into, this Agreement, the Undersigned has not relied upon any statement or representation pertaining to this matter made by the Released Parties, or by any person or persons representing them, or by any health care provider employed by them.

12. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, beneficiaries, representatives, successors and assigns.

13. This Agreement is intended to operate as a release of any and all claims, of any nature, that the Undersigned has, may have, or may hereafter have, against the Released Parties arising from the incident made the basis of the above-referenced cause of action, and in the pleadings on file in this action. All claims of the Undersigned against the Released Parties not expressly released herein are hereby assigned to the Released Parties.

14. The Released Parties have entered into this Agreement in reliance upon the representations, warranties and agreements made by the Undersigned herein.

15. This Agreement, the fact of this settlement or a judgment entered, or to be entered, pursuant hereto, shall not be referred to, admitted into evidence, or otherwise used by, or on behalf of, the Undersigned, their attorneys or any other person or entity against the Released Parties in any administrative or legal proceeding of any nature.

16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas in all respects, including matters of construction, validity, enforcement and interpretation. Venue of any litigation arising herefrom shall be in Dallas County, Texas.

17. This Agreement may be executed in two identical counterparts, each of which shall be deemed an original for all purposes.

18. The terms of this Agreement are contractual and are not mere recitals.

19. If any provision of this Agreement is prohibited by law, such prohibition shall not affect the validity of its remaining provisions.

20. The Undersigned further represents and warrants that he has made a full and complete investigation of the circumstances surrounding this matter, aided by his legal counsel, and that he has full knowledge of, and understands, all facts involved.
21. The Undersigned represents and warrants that he has carefully read the foregoing Agreement, knows and understands the contents hereof completely, that he has consulted with his attorney, that he agrees to all terms herein, and that he signs the same as his own free act and deed.

Witness my hand on _02-17_, 2020.

[Signature]

MICHAEL PAUL HERNANDEZ

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL PAUL HERNANDEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the foregoing; that it has been explained to him by his attorney; that he fully understands it to be a complete release of all claims as described therein; that he understands the agreement of indemnity as described therein; and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _02-17_, 2020.

[Signature]

Notary Public In and For the State of Texas

 AGREED AS TO FORM:

SHAMIEH LAW, PLLC

/s/: Ramez Shamieh
Ramez Shamieh
SBOT No. 24066683
1111 West Mockingbird Lane, Ste. 1160
Dallas, Texas 75201
ramez@shamiehlaw.com
Tel: 214.389.7333
Fax: 214.389.7335

ATTORNEY FOR PLAINTIFF

IRVING CITY ATTORNEY'S OFFICE

/s/: Jason McClain
Jason McClain
SBOT No. 00797032
825 West Irving Boulevard
Irving, Texas 75060
jmclain@cityofirving.org
Tel: 972.721.2541
Fax: 972.721.2750

ATTORNEY FOR DEFENDANT

RELEASE, SETTLEMENT AND INDEMNITY AGREEMENT
Resolution -- Approving a Professional Services Consulting Agreement Between the City of Irving and Life Extension Clinics, Inc. D/B/A Lifescan Wellness Centers for Firefighter Annual Physicals in an Amount Not-To-Exceed $140,000.00.

Administrative Comments
1. This item is recommended by the Fire Department.
2. Impact: This service helps to diagnose potential health problems that might not be detected with standard screening and ensures that firefighters are healthy.
3. Funding in the amount of $140,000.00 is available in the Fire Department budget within the General Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes Review Completed By: Janet Spugnardi
Previous Action: N/A Council Action: Approve
Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties Form Required: Yes

ATTACHMENTS:
Professional Services Consulting Agreement with LifeScan (2-27-20) (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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<th>Code</th>
<th>Budget: $140,000.00</th>
<th>Actual: $140,000.00</th>
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<td>10012503-640120</td>
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Budget Adjustment/Transfer Required: Yes\No (If yes, please explain.)

REVISION INFORMATION:
Prepared: 2/12/2020 01:21 PM by Anna Glenn
Last Updated: 2/20/2020 10:33 AM by Anna Glenn
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 Consulting Agreement between the City of Irving and Life Extension Clinics, Inc. d/b/a Lifescan Wellness Center for Firefighter Annual Physicals in the not to exceed amount of $140,000.00, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is available 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Professional Services Consulting Agreement

THIS AGREEMENT is entered into as of the 27th day of February, 2020, by and between the City of Irving, Texas, a municipal corporation located in Dallas County, Texas, and incorporated as a home rule city under the Constitution of the State of Texas, hereinafter referred to as "CITY," and Life Extension Clinics, Inc. d/b/a Lifescan Wellness Centers hereinafter referred to as "CONSULTANT."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Services
   The CONSULTANT shall perform the services set out in Exhibit "A" and is incorporated herein as though fully set out, with such document hereinafter referred to as "the Services."

2. Compensation and Reimbursement

   2.1. CITY shall pay CONSULTANT a fee not to exceed One Hundred and Forty Thousand and no/100 Dollars ($140,000), for the Services as specified in Exhibit "A."

   2.2. CONSULTANT shall submit invoices monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the statement which is validly due within thirty (30) days, with the final monthly installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.

   2.3. CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

   2.4. In the event CITY should request additional services not set forth in Exhibit "A," CONSULTANT and CITY shall agree on the compensation for those services prior to performance by CONSULTANT. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONSULTANT perform additional services without prior written authorization from CITY.
3. Confidential Relationship and Media Coverage

3.1 CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the Services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONSULTANT without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.3 In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

3.4 The parties acknowledge and agree that they will comply with all applicable state and federal law, including but not limited to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security requirements of HIPAA, and all regulations and ordinances of the City of Irving, Texas. CONSULTANT agrees to take all steps necessary to maintain the confidentiality of protected health information ("PHI"), as defined in HIPAA.

3.5 CONSULTANT will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the CITY, or any of the services provided by CONSULTANT to CITY, under this Agreement without the prior written authorization of the CITY. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the CITY's Director of Corporate Communications. This provision is intended to survive the expiration or termination of the Agreement.

4. Proprietary Rights

4.1 The work product of the Services, and any reports, images, or test results created from the Services, shall be promptly communicated to the individual CITY employee directly and reports required by law to be disclosed to the CITY shall be communicated, delivered to, and considered the property of the CITY.
4.2 All records covered by this Agreement shall be maintained for a period of three (3) years after delivery of the Services, or for such other or longer period, if any, as may be required by applicable statute or regulation.
5. Term

5.1 This Agreement shall commence on January 31, 2020 and terminate on January 31, 2021 (the "Initial Term"). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

5.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for four (4) additional periods of twelve (12) months each (collectively, the "Renewal Terms"). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

6. Right to Audit

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of, or extracts from the books of account and records maintained by CONSULTANT with respect to the Services. If such audit shall disclose overpayment by CITY to CONSULTANT, written notice of such overpayment shall be provided to CONSULTANT and the amount of overpayment shall be promptly reimbursed by CONSULTANT to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Indemnification

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST 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 CONSULTANT PURSUANT TO THIS AGREEMENT (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 CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT 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. CONSULTANT 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 AGREEMENT. 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 Agreement pursuant to its governmental function and that nothing contained in this Agreement 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 Agreement 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 Agreement 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.

8. Insurance

8.1 CONSULTANT at their own expense shall procure and maintain for the duration of the Agreement, 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 CONSULTANT, their agents, representatives, employees, or subcontractors. Said insurance shall be in type(s) and minimum(s) listed below:
A. **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 CONSULTANT may submit a written request for exemption from this requirement.

B. **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.

C. **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 services performed under this contract will not require the use of vehicle(s), CONSULTANT may request in writing, exemption from this requirement.

D. **Professional Liability**
Professional Liability Insurance for the rendering of or failure to render professional services with minimum limit of $1,000,000 per occurrence. Aggregate Policy minimum limit is $1,000,000. A “claims made” policy is acceptable coverage which must be maintained during the course of the project and up to three (3) years after completion and acceptance of the project by the City. Coverage including any renewals shall have the same retroactive date that is applicable to the policy.

8.2 **General Provisions for all Insurance Coverage**
A. **SCOPE** – These provisions apply to all contracted CONSULTANTS unless specifically exempted in the proposed contract. Coverage shall state that the CONSULTANT’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.

B. **COVERAGE APPLICATION** – CONSULTANT’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.

C. **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 CONSULTANT, in comparison to the requirements specified in this section.

D. **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.

E. **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 CONSULTANT shall furnish the CITY proof of identical continued coverage no later than thirty (30) 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 (30) days prior written notice by certified mail (return receipt requested) to City Risk Manager, 825 W. Irving Blvd., Irving, Texas 75060.

F. **SUBROGATION** – CONSULTANT 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 CONSULTANT for the CITY.
G. RESPONSIBILITY – Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONSULTANT or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents.

H. 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.

I. 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 CONSULTANT.

J. PROOF OF INSURANCE – 1) CONSULTANT must submit to the City of Irving proof of all insurance coverages required by the contract. 2) 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. 3) If requested by the CITY, the CONSULTANT 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 (15) days of request. Copy must be signed by the CONSULTANT and notarized. 4) Required proof of insurance must be provided by CONSULTANT before the CITY will authorize any work to be performed under this proposed contract. 5) The CITY reserves the right to request a complete copy of all insurance policies at any time.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving
Attn: Chief Victor Conley
PO Box 152288
Irving, TX 75015-2288

or
vconley@cityofirving.org

To CONSULTANT: Life Extension Clinics, Inc.
1011 North MacDill Ave
Tampa, FL 33607
10. **General**

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.

10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

10.4 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.

10.5 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.

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.

10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: ____________________________
    Richard H. Stopfer, Mayor

CONSULTANT

By: ____________________________

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Florida $
COUNTY OF Hillsborough $

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Patricia Johnson
CEO

(Print Name) (Print Title)

of the corporation known as Life Extension Clinics, 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 22nd day of January, A.D., 2020.

Notary Public State of Florida
Jennifer L. Connelly
My Commission GG 327822
Expires 04/25/2023

Hillsborough County, FL

My Commission expires: 04/25/2023

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., 2________.

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., 2________.

Notary Public In and For

County, __________

My Commission expires: __________

CONSULTING AGREEMENT
EXHIBIT A
SCOPE OF SERVICES
### Life Scan Wellness Centers: 2019 Pricing Quote

**Irving Fire Department**  
**Irving, Texas**  
**June 27, 2019**  
**Fire Chief Victor Conley**  
**Number of Firefighters: 380**  

LIFE SCAN FIREFIGHTER ANNUAL PHYSICAL:

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Exam (NFPA 1582 compliant)</td>
<td>included</td>
</tr>
<tr>
<td>Medical &amp; Occupational/Environmental History Questionnaire</td>
<td>included</td>
</tr>
<tr>
<td>General Physical &amp; Neurological Exam</td>
<td>included</td>
</tr>
<tr>
<td>Sleep Disturbance and Mental Health Questionnaires</td>
<td>included</td>
</tr>
<tr>
<td>Functional Mobility Evaluation</td>
<td>included</td>
</tr>
<tr>
<td>Testicular Exam</td>
<td>included</td>
</tr>
<tr>
<td>Vision Exam (Titmus)</td>
<td>included</td>
</tr>
<tr>
<td>Audiology</td>
<td>included</td>
</tr>
<tr>
<td>Skin cancer assessment</td>
<td>included</td>
</tr>
<tr>
<td>Personal Consultation with review of testing results</td>
<td>included</td>
</tr>
</tbody>
</table>

**Blood Analysis and Laboratory Tests**

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colon Cancer Screening (Hemoccult Test)</td>
<td>included</td>
</tr>
<tr>
<td>Urinalysis, Dip</td>
<td>included</td>
</tr>
<tr>
<td>Lipid Panel (Cholesterol, Ratio, and Triglycerides)</td>
<td>included</td>
</tr>
<tr>
<td>Diabetes Tests (Hemoglobin A1C and Blood Glucose)</td>
<td>included</td>
</tr>
<tr>
<td>CBC with Differential</td>
<td>included</td>
</tr>
<tr>
<td>CMP</td>
<td>included</td>
</tr>
<tr>
<td>TSH (Thyroid)</td>
<td>included</td>
</tr>
<tr>
<td>PSA (men)</td>
<td>included</td>
</tr>
<tr>
<td>CA-125 (women, ovarian cancer)</td>
<td>included</td>
</tr>
<tr>
<td>Testosterone Blood Test</td>
<td>Included</td>
</tr>
</tbody>
</table>

**Ultrasound Imaging Tests**

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Echocardiogram (Heart) Ultrasound</td>
<td>included</td>
</tr>
<tr>
<td>Aorta Ultrasound</td>
<td>included</td>
</tr>
<tr>
<td>Carotid Arteries Ultrasound</td>
<td>included</td>
</tr>
<tr>
<td>Thyroid Ultrasound</td>
<td>included</td>
</tr>
<tr>
<td>Liver, Pancreas, Gall Bladder, Spleen, &amp; Kidney Ultrasounds</td>
<td>included</td>
</tr>
<tr>
<td>Bladder Ultrasound</td>
<td>included</td>
</tr>
<tr>
<td>Pelvic Ultrasound for Women (external)</td>
<td>included</td>
</tr>
<tr>
<td>Testicular Ultrasound for Men</td>
<td>included</td>
</tr>
</tbody>
</table>

**Cardiopulmonary Assessments**

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resting EKG</td>
<td>included</td>
</tr>
<tr>
<td>Cardiac Treadmill Stress Test with EKG (Bruce Protocol)</td>
<td>included</td>
</tr>
<tr>
<td>Pulmonary Function Test</td>
<td>included</td>
</tr>
</tbody>
</table>

**Fitness Evaluation (NFPA 1583 - WFI Guidelines)**

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Muscular Strength and Muscular Endurance Tests</td>
<td>included</td>
</tr>
<tr>
<td>Aerobic Endurance Evaluation (VO2 Max Ccale)</td>
<td>included</td>
</tr>
<tr>
<td>Flexibility Test (Sit and Reach)</td>
<td>included</td>
</tr>
<tr>
<td>Nutrition and Diet Recommendations</td>
<td>included</td>
</tr>
<tr>
<td>Body weight and composition (Body fat, calipers)</td>
<td>included</td>
</tr>
<tr>
<td>Personal Fitness Recommendations</td>
<td>included</td>
</tr>
</tbody>
</table>

**Medical Clearances**

<table>
<thead>
<tr>
<th>Test Name</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSHA Respirator Medical Clearance</td>
<td>included</td>
</tr>
</tbody>
</table>
Exhibit "A" Pricing

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Included</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter Medical Clearance NFPA 1582</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$475.00</td>
</tr>
</tbody>
</table>

Patricia Johnson, CEO

1/20/2020
## Exhibit “A” Pricing

<table>
<thead>
<tr>
<th>Life Scan Wellness Centers Additional Tests, Line-Item Costs</th>
<th>Pg.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chest X-Ray with Radiologist review</td>
<td>65.00</td>
</tr>
<tr>
<td>Lumbar X-Ray with Radiologist review</td>
<td>65.00</td>
</tr>
<tr>
<td>Pep Smear</td>
<td>45.00</td>
</tr>
<tr>
<td>C-Reactive Protein (triglycerides included in Lipid Panel)</td>
<td>15.00</td>
</tr>
<tr>
<td>Urinalysis Microscopic (if urinalysis dip is abnormal)</td>
<td>20.00</td>
</tr>
<tr>
<td>Mammography</td>
<td>120.00</td>
</tr>
<tr>
<td>Calcification Calcium Scan</td>
<td>150.00</td>
</tr>
<tr>
<td>CTA (CT Angiogram, Coronary Arteries and Lungs)</td>
<td>TBD</td>
</tr>
<tr>
<td>Quantiferon TB Blood Test</td>
<td>67.00</td>
</tr>
<tr>
<td>PPD TB Skin Test</td>
<td>15.00</td>
</tr>
<tr>
<td>Hepatitis A Screening Test</td>
<td>53.00</td>
</tr>
<tr>
<td>Hepatitis B Screening Test</td>
<td>53.00</td>
</tr>
<tr>
<td>Hepatitis C Screening Test</td>
<td>53.00</td>
</tr>
<tr>
<td>Hepatitis A Titer (test for immunity)</td>
<td>26.00</td>
</tr>
<tr>
<td>Hepatitis B Titer (test for immunity)</td>
<td>26.00</td>
</tr>
<tr>
<td>HIV Screening Test</td>
<td>26.00</td>
</tr>
<tr>
<td>Hepatitis A Vaccine</td>
<td>65.00 each</td>
</tr>
<tr>
<td>Hepatitis B Vaccine</td>
<td>53.00 each</td>
</tr>
<tr>
<td>Td Titer</td>
<td>30.00</td>
</tr>
<tr>
<td>Td Vaccine</td>
<td>60.00</td>
</tr>
<tr>
<td>MMR Titer</td>
<td>40.30</td>
</tr>
<tr>
<td>MMR</td>
<td>80.00</td>
</tr>
<tr>
<td>Polio Titer</td>
<td>30.00</td>
</tr>
<tr>
<td>Polio Vaccine Booster</td>
<td>40.00</td>
</tr>
<tr>
<td>Varicella Titer</td>
<td>20.00</td>
</tr>
<tr>
<td>Varicella Vaccine</td>
<td>120.00</td>
</tr>
<tr>
<td>Meningococcal Titer</td>
<td>30.00</td>
</tr>
<tr>
<td>Meningococcal Vaccine</td>
<td>150.00</td>
</tr>
<tr>
<td>OSHA Respirator Mask Fit Testing (PortaCount)</td>
<td>30.00</td>
</tr>
<tr>
<td>Heavy Metals (Hazmat) Can be priced separately</td>
<td>280.00</td>
</tr>
</tbody>
</table>

Minimum number 45 physicals at 9 per day
Can include area, fire and police departments.

Pricing spreadsheet includes annual Medical Price Index not to exceed 5%. Pricing is effective through FY 2021
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: Professional Services Consulting Agreement

B. RFP or RFQ, Number and Date of Issuance: 1/31/2020

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: ____________________________________________________________
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).

Entity Name: Life Extension Clinics, Inc D/B/A Life Scan Wellness Centers
Officer, Agent or other Contact: Patricia Johnson
Address: 1011 North MacDill Ave
City: Tampa Zip: 33607
Email: Patricia.Johnson@lifescanwellness.com Telephone: 813-876-0825
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]

Date: _______________

Individual, Officer, Employee or Agent

Printed Name: Patricia Johnson

Position: CEO

Entity: Life Extension Clinics, Inc.
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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.

SIGNER BY:

Print Name: Patricia Johnson
Title: CEO

Company Name: Life Extension Clinics, Inc.

Date Signed: 1/22/2020

NOTARIZATION

THE STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned notary public on this day personally appeared
on behalf of Life Extension Clinics, Inc. (Company Name), 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.

[Stamp: Notary Public State of Florida
Jennifer L. Connolly
My Commission GG 327822
Expires 04/25/2023]

(SIGNATURE)

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between
a government entity and a Company with 10 or more full-time employees, and (2) that has a value of
$100,000 or more to be paid wholly or partly from public funds, before the City can enter into the
contract.

Contract #

LSR #
For any Company that objects to and refuses to sign the above verification due to alleged infringement upon the Company’s First Amendment rights, please execute the following affidavit:

**AFFIDAVIT**

STATE OF ___________________  
COUNTY OF ___________________  

I, ________________________________, after being duly sworn, hereby certify that I am qualified and authorized to make this affidavit, that I am the duly chosen, qualified and acting officer of the Company for the office shown below; and as such, I am familiar with the facts herein and I am duly authorized to execute and deliver this affidavit on behalf of the Company.

_____________________________ (Company Name) objects to the verification required by Texas Government Code Section 2270.002 on the basis that it infringes upon Company’s constitutional rights guaranteed under the First Amendment of the United States Constitution and Company therefore refuses to execute said verification.

EXECUTED as of this _____ day of ________________, 20____.

By: ______________________________
Name: ____________________________
Title: ______________________________
On behalf of: __________________ (Company Name)

Subscribed and sworn to before me this ___ day of ________________, 20____.

Notary Public In and For the State of ____________

Contract # __________
LSR # __________
CERTIFICATE OF INTERESTED PARTIES

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
   Life Extension Clinics, Inc.
   Tampa, FL United States

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

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

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Patricia Johnson, and my date of birth is 9/11/56.

My address is 1011 N. MacDill Ave, Tampa, FL 33607 USA.

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

Executed in Hillsborough County, State of FL, on the 17 day of Dec., 2019.

Signature of authorized agent of contracting business entity

Patricia Johnson

Forms provided by Texas Ethics Commission www.ethics.state.tx.us

Packet Pg. 77
Resolution -- Awarding a Construction Contract to North Rock Construction, LLC., in the Amount of $5,670,687.41 for the Heritage Park Redevelopment Project

Administrative Comments

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

2. Impact: This Work will completely redevelop the existing Heritage Park. In addition to relocating and renovating the existing Depot, Library, Water Tower and Caboose rail car, this project will also provide for a new entertainment stage building and gazebo. The entertainment stage facility will include a permanent sound system with stage lighting and a large video screen for movie showings and performance visual graphics.

3. This item was presented to the Parks and Recreation Advisory Board on June 10, 2019, the Community Services Council Committee on June 20, 2019, and the Arts Board on July 15, 2019.

4. Bids were received from 3 bidders. North Rock Construction, LLC submitted the lowest responsive responsible base bid of $5,188,542.82. The amount bid was $581,457.18 (10%) below the budgeted amount. In addition to the base bid, staff recommends awarding all alternate items listed below:
   a. Item 3.1 – Large LED video board for the stage
   b. Item 3.2 – Complete theatrical lighting for the stage
   c. Item 3.3 – Theatrical speaker system for the stage
   d. Item 3.4 – Stone seat blocks for the playground area
   e. Item 3.5 – 3 flag poles for the library
   f. Item 3.7 – Integral concrete color for the Pioneer walking loop
   g. Item 3.8 – Additional rail track installation near the depot

The total award amount will now be $5,670,687.41 or $99,312.59 (1.7%) below the project budget.

5. Minority- and/or Women-owned Business (M/WBE) participation in this award is 18%.

6. Funding in the amount of $5,670,687.41 is available within the Park Improvement Bond Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: Yes  Review Completed By: N/A
On December 13, 2019, three bids were received for the Heritage Park Redevelopment Project. Purchasing has assigned ITB# 008D-20F for tracking purposes. The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Rock Construction, LLC</td>
<td>$5,670,687.41</td>
<td>490</td>
</tr>
<tr>
<td>Phillips/May Corporation</td>
<td>$6,773,205.00</td>
<td>490</td>
</tr>
<tr>
<td>The Fain Group, Inc.</td>
<td>$6,540,505.84</td>
<td>490</td>
</tr>
</tbody>
</table>

ATTACHMENTS:
- Heritage Park PLAN VIEW (PDF)
- Bid Tabulation by Supplier (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40123002-700015-30CIP19001-CONS-PKS  Budget: 5,670,687.41  Actual: $5,670,687.41

REVISION INFORMATION:

Last Updated: 2/11/2020 02:04 PM by Maria Guzman
CITY OF IRVING  
COUNCIL RESOLUTION NO. (ID # 10760)  

---  

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 North Rock Construction, LLC, in the amount of $5,670,687.41 for the Heritage Park Redevelopment Project and awards the contract to said company in said amount and authorizes the Mayor, upon receipt of all necessary documents and upon approval of the City Attorney’s Office, to execute any necessary contract.  

SECTION II. THAT this expenditure shall be charged to 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 26, 2020.  

_____________________________  
RICHARD H. STOPFER  
MAYOR  

ATTEST:  

_____________________________  
Shanae Jennings  
City Secretary  

APPROVED AS TO FORM:  

_____________________________  
Kuruvilla Oommen  
City Attorney
## VENDOR RESPONSE FORM
### HERITAGE PARK REDEVELOPMENT PROJECT, 008D-20F

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>MF</th>
<th>MF QTY</th>
<th>UOM</th>
<th>Est. Unit</th>
<th>Extended Unit</th>
<th>Est. Unit</th>
<th>Extended Unit</th>
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<td>METALS - Cable Guardrail</td>
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<td>WOOD, PLASTICS, COMPOSITES - Design-build composite decks, including steps</td>
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<td>SITE ELECTRICAL - 100A/3P feeder from Panelboard 'MDP' to Panelboard 'D'. (3)#1/0, (1)#1/0 N, (1)#6G, 2&quot;C to 100A/3P, NEMA 3R Service Entrance Rated Disconnect. Upsized for voltage drop per specifications.</td>
<td>320</td>
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<td><strong>1.28</strong> SITE ELECTRICAL ‐ 150A/3P feeder from Panelboard 'MDP' to Panelboard 'L'. (3)#1/0, (1)#1/0 N, (1)#6G, 2°C to 200A/3P, NEMA 3R Service Entrance Rated Disconnect. Upsized for voltage drop per specifications.</td>
<td>220 LF</td>
<td>$40.79</td>
<td>$36.85</td>
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<td><strong>1.29</strong> SITE ELECTRICAL ‐ Exterior Lighting and Fan Conduit - 1” PVC SCH 40</td>
<td>3500 LF</td>
<td>$5.51</td>
<td>$12.87</td>
<td>$50.00</td>
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<td><strong>1.30</strong> SITE ELECTRICAL ‐ Exterior Lighting and Fan Conductors - #10 CU THWN</td>
<td>10500 LF</td>
<td>$0.57</td>
<td>$1.42</td>
<td>$4.00</td>
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<td><strong>1.31</strong> SITE ELECTRICAL ‐ Exterior Receptacle and Power Conduit - 1” PVC SCH 40</td>
<td>3000 LF</td>
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<td><strong>1.32</strong> SITE ELECTRICAL ‐ Exterior Receptacle and Power Conductors - #10 CU THWN</td>
<td>9000 LF</td>
<td>$0.57</td>
<td>$1.42</td>
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<td><strong>1.33</strong> SITE ELECTRICAL ‐ Empty 2” Conduit to Water Tower - PVC SCH 40</td>
<td>150 LF</td>
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<td><strong>1.34</strong> SITE ELECTRICAL ‐ Service feeder from utility xfmr - (2) sets ea of (4) #350KCMIL, #1GND, 3” PVC SCH 40</td>
<td>110 LF</td>
<td>$101.96</td>
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<td><strong>1.35</strong> SITE ELECTRICAL ‐ Primary Conduit to utility xfmr - (2) sets 4” PVC SCH 40</td>
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<td><strong>1.38</strong> EXTERIOR IMPROVEMENTS ‐ Brick paver bands</td>
<td>2208 LF</td>
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<td><strong>1.39</strong> EXTERIOR IMPROVEMENTS ‐ Decomposed granite (material G-1, stabilized)</td>
<td>10919 SF</td>
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<td><strong>1.40</strong> EXTERIOR IMPROVEMENTS ‐ Decomposed granite (material G-2, unstabilized)</td>
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<td><strong>1.41</strong> EXTERIOR IMPROVEMENTS ‐ Railroad Ballast</td>
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<td><strong>1.42</strong> EXTERIOR IMPROVEMENTS ‐ Salvaged Railroad ‐ relocated and installed from site (including ties and hardware, measured as parallel unit)</td>
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<td><strong>1.43</strong> EXTERIOR IMPROVEMENTS ‐ Used Railroad ‐ provide used and installed on site (including ties and hardware, measured as parallel unit)</td>
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<td>IRRIGATION - Design-build complete irrigation system</td>
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<td>$48,890.60</td>
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Attachment: Bid Tabulation by Supplier (10760-41 Awd Construction Contract for Heritage Park Redev)
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price 1</th>
<th>Price 2</th>
<th>Price 3</th>
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<td>1.70 LANDSCAPE - Palisades Zoysia grass sod</td>
<td>5500</td>
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<td>1.87 SITE UTILITIES - French drain, subgrade (material D-3)</td>
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<td>1.88 SITE UTILITIES - Drainage rock, below decks</td>
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<td>SF</td>
<td>$6.38</td>
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<tr>
<td>1.91 SITE UTILITIES - 1.5&quot; Sanitary sewer tap</td>
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<td>1.92 SITE UTILITIES - 4&quot; Sanitary sewer tap</td>
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<td>1.93 SITE UTILITIES - 3&quot; Water line</td>
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<td>LF</td>
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<td>$45.03</td>
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<td>1.94 SITE UTILITIES - 3&quot; Water meter</td>
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<td>$22,161.15</td>
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<td>1.95 SITE UTILITIES - 3&quot; Water valve</td>
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<tr>
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<td>LF</td>
<td>$30.44</td>
<td>$57.90</td>
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<td>1.97 SITE UTILITIES - 2&quot; Water valve</td>
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<td>1.105 SITE UTILITIES - 6&quot; PVC Storm drain</td>
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<td>Quantity</td>
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<td>Amount</td>
<td>Amount</td>
<td>Amount</td>
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<td>------------</td>
<td>------------</td>
<td>------------</td>
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<tr>
<td>1.112 SITE UTILITIES - 9&quot; square catch basin</td>
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<td>$791.43</td>
<td>$6,139.44</td>
<td>$7,354.24</td>
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<td>1.113 SITE UTILITIES - 12&quot; square catch basin</td>
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<td>2.1 ARCHITECTURE/BUILDINGS - Construct new building to accommodate public</td>
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<td>$1,551,599.41</td>
<td>$1,676,254.00</td>
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<tr>
<td>restroom and outdoor performance venue</td>
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<td></td>
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<td>2.2 ARCHITECTURE/BUILDINGS - Relocate and rehabilitate historic train</td>
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<td>$332,658.00</td>
<td>$316,095.7</td>
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<td>2.3 ARCHITECTURE/BUILDINGS - Relocate and rehabilitate historic library</td>
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<td>$146,914.00</td>
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<td>2.4 ARCHITECTURE/BUILDINGS - Relocate windmill and new support base</td>
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<tr>
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<td>$126,453.94</td>
<td>$84,338.00</td>
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<tr>
<td>base</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2.6 ARCHITECTURE/BUILDINGS - Provide new gazebo</td>
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<td>$95,693.51</td>
<td>$104,526.58</td>
<td>$84,776.00</td>
<td>$84,776.00</td>
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<tr>
<td>2.7 ARCHITECTURE/BUILDINGS - Relocate railroad semaphore and provide new</td>
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<td>$4,728.60</td>
<td>$5,004.41</td>
<td>$31,605.00</td>
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<tr>
<td>concrete base</td>
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<td></td>
<td></td>
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<tr>
<td>2.8 ARCHITECTURE/BUILDINGS - Relocate historic caboose rail car</td>
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<td>3.2 Theatrical Lighting</td>
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<td>$99,153.00</td>
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<td>3.3 Speakers</td>
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<td>3.4 Stone Benches</td>
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<td>3.5 Flagpoles (material X-2)</td>
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<td>$17,971.00</td>
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<td>3.7 Railroad Rail Installation Outside of Ellipse (including ties and</td>
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<td>$41,831.60</td>
<td>$41,831.60</td>
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<td>hardware, measured as parallel unit)</td>
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<td>4 ALLOWANCES</td>
<td>1</td>
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<td>$498,000.00</td>
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<td>4.1 Owner Contingency</td>
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<td>$250,000.00</td>
<td>$250,000.00</td>
<td>$250,000.00</td>
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<td>4.2 Caboose Semaphore Restoration</td>
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<td>$220,000.00</td>
<td>$220,000.00</td>
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<td>4.3 Granite Engraving</td>
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<td>$28,000.00</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
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</table>
Resolution -- Awarding a Contract to XIT Paving and Construction, Inc., in the Amount of $464,500.00 for the Post Oak Drive Drainage Improvement Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. This item supports Objective 2.4: Maintain and extend water, wastewater and storm water systems.

2. Impact: This project impacts 24 residential properties due to the work along the alley between Post Oak Drive and Cypress Drive.

3. This project will add a concrete flume along the alley on Post Oak Drive and Cypress Drive from Lane Street and Post Oak Drive.

4. Bids were received from two (2) bidders. XIT Paving and Construction, Inc. submitted a responsive responsible bid of $464,500.00.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%.

6. Funding in the amount of $464,500.00 is available in the Municipal Drainage Utility Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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

Bid notices were sent to 1,048 contractors. Of those, 404 are M/WBE.

On November 15, 2019, bids were received for the Post Oak Drive Drainage Improvement Project. Purchasing has assigned ITB # 036D-20F for tracking purposes. The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>XIT PAVING AND CONSTRUCTION, INC.</td>
<td>$464,500.00</td>
<td>90</td>
</tr>
<tr>
<td>SYB Construction Company, Inc.</td>
<td>$547,973.00</td>
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ATTACHMENTS:

1295 - XIT Paving and Construction Inc (PDF)
TGC 2270 - XIT Paving and Construction Inc (PDF)
CURRENT YEAR FINANCIAL IMPACT:
52046301-700215 63CIP13007-CONS-DRAIN Budget: $464,500.00 Actual: $464,500.00
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/4/2020 10:12 AM by Maria Guzman
Last Updated: 2/20/2020 01:45 PM by Maria Guzman
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10814)

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 XIT Paving and Construction, Inc., in the amount of $464,500.00 for the Post Oak Drive Drainage Improvement Project and awards the contract to said company in said amount 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 is available within the Municipal Drainage Utility Non-Bond Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
CERTIFICATE OF INTERESTED PARTIES

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

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

XIT PAVING AND CONSTRUCTION, INC. WAXAHACHIE, TEXAS, UNITED STATES

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

CITY OF IRVING

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

036D-20F, POST OAK DRIVE DRAINAGE IMPROVEMENTS

4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable)
--- | --- | ---
LAWRENCE H. MCSPADDEN | XIT PAVING AND CONSTRUCTION, INC. WAXAHACHIE, TEXAS, UNITED STATES | X
DOUG SPRADLEY | XIT PAVING AND CONSTRUCTION, INC. WAXAHACHIE, TEXAS, UNITED STATES | X
RYAN HEIMER | XIT PAVING AND CONSTRUCTION, INC. WAXAHACHIE, TEXAS, UNITED STATES | X
GLENN BUTTERFIELD | XIT PAVING AND CONSTRUCTION, INC. WAXAHACHIE, TEXAS, UNITED STATES | X

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

Sworn to and subscribed before me, by the said DOUG SPRADLEY, this the 6TH day of FEBRUARY 2020, to certify which, witness my hand and seal of office.

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us

Adopted 10/5/2015
ATTACHMENT C-5

Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: DOUG SPRADLEY
Title: PRESIDENT

Company Name: XIT PAVING AND CONSTRUCTION, INC.

Date Signed: 02/06/2020

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned notary public on this day personally appeared DOUG SPRADLEY (Company Name), 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 6TH day of FEBRUARY, 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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.
ATTACHMENT C-5

For any Company that objects to and refuses to sign the above verification due to alleged infringement upon the Company's First Amendment rights, please execute the following affidavit:


AFFIDAVIT

STATE OF ________________ §

COUNTY OF ________________ §

I, ____________________________, after being duly sworn, hereby certify that I am qualified and authorized to make this affidavit, that I am the duly chosen, qualified and acting officer of the Company for the office shown below; and as such, I am familiar with the facts herein and I am duly authorized to execute and deliver this affidavit on behalf of the Company.

______________________________ (Company Name) objects to the verification required by Texas Government Code Section 2270.002 on the basis that it infringes upon Company's constitutional rights guaranteed under the First Amendment of the United States Constitution and Company therefore refuses to execute said verification.

EXECUTED as of this _______ day of _________________, 20____.

By: ____________________________

Name: ____________________________

Title: ____________________________

On behalf of: ______________________ (Company Name)

Subscribed and sworn to before me this ___ day of ____________, 20____.

Notary Public In and For the State of ____________

Contract #036D-20F

LSR# ____________

C-5.2
**Event Number**: 036D-20F Addendum 1  
**Event Title**: Post Oak Drive Drainage Improvements  
**Event Description**: Addendum #1 is issued to modify, clarify, explain, or correct the original specifications and to answer questions and is hereby made part of 036D-20F.  
**Event Owner**: Darlene Humphries  
**Email**: dhumphries@cityofirving.org  
**Phone**: 1 (972) 721-3752  
**Close Date**: 11/15/2019 03:00:00 PM (CT)

<table>
<thead>
<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
<th>Lines Responded</th>
<th>Response Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>XIT Paving and Construction, Inc</td>
<td>Waxahachie</td>
<td>TX</td>
<td>11/15/2019 11:49:33 AM (CT)</td>
<td>20</td>
<td>$464,500.00</td>
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<tr>
<td>SYB Construction Company, Inc</td>
<td>Irving</td>
<td>TX</td>
<td>11/15/2019 11:11:29 AM (CT)</td>
<td>20</td>
<td>$547,973.00</td>
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</table>

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
Resolution -- Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. Impact: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. The purchase price for this 4,368 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
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: No

ATTACHMENTS:

Exhibit A - 4236 Nia Drive (PDF)
SETTLEMENT STATEMENT - 4236 Nia Drive (PDF)
SALES CONTRACT 4236 Nia Drive (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50206014-700210-60CIP06010
Budget: $71,126.98   Actual: $71,126.98
Budget Adjustment/Transfer Required: No (If yes, please explain.)

REVISION INFORMATION:

Prepared: 12/30/2019 02:40 PM by Maria Guzman
Last Updated: 2/21/2020 08:38 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 Sales Contract for the acquisition of a 4.368 acre vacant lot on Lot 24, Block A of Las Brisas Town Homes Addition, located at 4236 Nia Drive and owned by Sumeer Homes Inc., in the Amount of $71,126.98, and the Mayor is authorized to execute said contract and any related closing and conveyance documents.

SECTION II. THAT funding for this expenditure is available in the Water and Sewer 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
PROPERTY DESCRIPTION: Lot 24, Block A of Las Brisas Town Homes, an addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2003150, Page 1, Plat Records of Dallas County, Texas.

FLOOR NOTE: It is noted that the property described herein is not within the 100-year floodplain area according to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Event No. 041/106701, Effective Date of map July 2, 2014, known property, effective within Zone "A" (vulnerable)
# Republic Title of Texas, Inc.

2626 Howell Street, 10th Floor • Dallas, TX 75204

Office Phone: (214) 855-8888 Office Fax: (214) 855-8848

---

## Buyer’s Estimated Settlement Statement

**File No:** 1002-288189-RTT  
**Escrow Officer:** Russell Dickson/TP  
**Estimated Settlement Date:** 01/31/2020  
**Disbursement Date:**

### Property:

4236 Nia Drive, Irving, TX  
Lot: 24

### Buyer:

City of Irving, Texas, a municipal corporation  
825 W. Irving Boulevard, Irving, TX 75060

### Seller:

Sumeer Homes Inc., a Texas corporation  
2404 Texas Drive, Suite 103, Irving, TX 75062

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Buyer Charge</th>
<th>Buyer Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Consideration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Consideration</strong></td>
<td>70,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Title/Escrow Charges</strong></td>
<td></td>
<td></td>
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<tr>
<td>One-Half Escrow Fee to Republic Title of Texas, Inc.</td>
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<tr>
<td>Texas Guaranty Fee - Owner Title Policy to TX Title Insurance Guaranty Association</td>
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<td></td>
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<tr>
<td>Tax Certificate (Commercial) to Data Trace Information Services</td>
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<td>Overnight Fee to Republic Title of Texas, Inc.</td>
<td>15.00</td>
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<td>1000 T-1/T-1R Single OTP (R-1) to Republic Title of Texas, Inc.</td>
<td>631.00</td>
<td></td>
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<td>Recording Fee - Deed to Republic Title of Texas, Inc.</td>
<td>46.00</td>
<td></td>
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<tr>
<td><strong>Cash (X From) ( To) Buyer</strong></td>
<td>71,126</td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>71,126.98</td>
<td>71,126</td>
</tr>
</tbody>
</table>

---

See Attached Signatures

---

Settlement Statement Page 1  
Print Date: 12/13/2019, 8:41
SIGNATURE ADDENDUM TO SETTLEMENT STATEMENT

FILE NO: 1002-288189-RTT
SELLER: Sumeer Homes Inc.
PURCHASER: City of Irving, Texas, a municipal corporation
SETTLEMENT OR ESCROW AGENT: Republic Title of Texas, Inc. TIN: 75-1825384
ADDRESS OF SETTLEMENT AGENT: 2626 Howell Street, 10th Floor, Dallas, TX 75204

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Republic Title of Texas, Inc. to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

City of Irving, a Texas municipal corporation

By: ________________________________
Richard H. Stopfer, Mayor

Republic Title of Texas, Inc.

By: ________________________________
Russell Dickson, Sr. Vice President
SALES CONTRACT

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, hereinafter called the "Seller" whether one or more, hereby agree to sell to the City of Irving, Texas, a municipal corporation situated in Dallas County, Texas, hereinafter called "Purchaser", for: CITY OF IRVING WATER, SANITARY SEWER AND OTHER FACILITIES

All that certain tract, piece or parcel of land, lying and being situated at 4236 Nia Drive, Irving, Texas 75038 in the County of Dallas, State of Texas, described in EXHIBIT “A” attached hereto and made for a more particular description of said property, upon the following terms and conditions, to-wit:

1. The consideration to be paid to Seller by Purchaser is as follows:
   4,368 square feet (0.100 ac.) of property valued at
   (as approved by the City of Irving) ................................................................. $70,000.

2. TOTAL COMPENSATION ................................................................. $70,000.

3. Seller will convey good and marketable title to the property via special warranty deed. Prior to closing and before any purchase money is paid, any owner who is a Trust must submit a copy of the Trust Agreement identifying the true owner of the property to the Irving City Council in compliance with Sec. 2252.092, Tex. Govt. Code. The City Council must pass a resolution acknowledging receipt of the Trust Document and approving the sale of the property.

4. Purchaser, at Purchaser's expense and option, will be responsible to obtain a Title Insurance Policy from a Title Company of their choice; Republic Title of Texas, Inc. 2626 Howell Street, 10th Floor, Dallas, Texas 75204 Attn: Toni Price at 214-855-8888. Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.

5. Consideration to be paid upon the proper execution and delivery of the deed and closing.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property.

EXECUTED this 20th day of December, 2019.

Sumeer Homes, Inc:

by: ____________________________

Name ____________________________

Title ____________________________

ACCEPTED BY
CITY OF IRVING, TEXAS

BY: ____________________________

RICHARD H. STOPFER MAYOR

Packet Pg. 101
SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sumeer Homes Inc., (the "Grantor"), for and in consideration of the sum of $10.00 cash in hand paid by The City of Irving, Texas municipal corporation, ("Grantee"), whose address is 825 W. Irving Boulevard, Irving, Texas 75060, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor's interests in that certain tract of real property situated at 4236 Nia Drive, Irving, Texas 75038, Dallas County, Texas, and described in Exhibit A attached hereto and made a part hereof for all purposes (the "Land") and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively, the "Property").

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy (i) in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way in existence as of the date of this Deed abutting the Land (provided that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such street, highway, road, alley, right-of-way or sidewalk, then such rights, titles, powers, privileges, easements, licenses, rights of way and interests therein shall extend only to the midpoint of any such street, highway, road, alley, right-of-way or sidewalk; however, in no event shall this proviso limit Grantee's right to use any street, road or highway), (ii) in and to any strips or gores of real estate adjoining the Land (provided as to (i) and (ii) that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such adjacent roads, alleys, easements, streets and rights-of-way and strips and gores, then such right, title, and interest therein shall extend only to the midpoint of any such adjacent roads, alleys, easements, streets, rights-of-way and strips and gores), and (iii) appurtenant or incident to any of the foregoing.
This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters set forth in Exhibit B, attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions are valid and existing as of the date hereof.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED as of December 12, 2019.

GRANTOR: SUMEER HOMES, INC.
By: [Signature]
Printed Name: SURESH SHRIDHARANI
Title: [Title]

GRANTEE: CITY OF IRVING, a Texas municipal corporation

BY:

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings,
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for 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 Dallas County, Texas

My Commission Expires:

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 SURESH SHRIDHARANI, of Sumeer Homes, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he 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, State of Texas

My Commission Expires:

Packet Pg. 105
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: FEBRUARY 6, 2013

Grantor: CITY BANK
Grantor's Mailing Address: 7800 Preston Road, Suite 201
                                   Plano, TX 75024

Grantee: SUNBEAM HOMES, INC.
Grantee's Mailing Address: 2404 Texas Drive, Suite 103
                                   Irving, TX 75062

Consideration: the consideration of the sum of TEN AND NO/100------
($10.00) DOLLARS and other valuable consideration to the undersigned
paid by the grantees herein named, the receipt of which is hereby
acknowledged;
the execution and delivery by the Grantees herein of their one certain
installment Vendor's Lien note of even date herewith, being in the
principal sum of $436,800.00, bearing interest as herein provided,
payable to the order of CITY BANK TEXAS, as therein provided; the
payment of which note is secured by the vendor's lien herein retained
and is additionally secured by a deed of trust of even date herewith to
KEVIN BASS, Trustee(s).

Property (including any improvements):
BEING LOTS 5-10, 13-19, and 23-37, BLOCK A, of LAS BRISAS TOWN HOMES, an
Addition to the City of Irving, Dallas County, Texas, according to the
Plat thereof recorded in Volume 2003150, Page 1, Map Records, Dallas
County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY
REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL
SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all easements, restrictions,
covenants, conditions, mineral conveyances and outstanding mineral
interests, and reservations of record, if any, applicable to the herein
conveyed property or any part thereof. Taxes for the year 2013 and
subsequent years.

Grantor, for the consideration and subject to the reservations from
and exceptions to conveyance and warranty, grants, sells, and conveys to
Grantee the property, together with all and singular the rights and
appurtenances thereto in any wise belonging, to have and hold it to
Grantee, Grantee's heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor's heirs, executors,
administrators, and successors to warrant and forever defend all and
singular the property to Grantee and Grantee's heirs, executors,
administrators, successors, and assigns against every person whomsoever
lawfully claiming or to claim the same or any part thereof, except as to
the reservations from and exceptions to conveyance and warranty, by,
through or under it, but not otherwise.
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CITY BANK

HUNTER LORD, VICE-PRESIDENT

(Acknowledgment)

State of Texas §
County of COLLIN §

This instrument was acknowledged before me on the 20th day of FEBRUARY, 2013 by: HUNTER LORD, VICE-PRESIDENT, CITY BANK.

JOY L. RICKS
Notary Public
State of Texas
My Comm. Expires 11-03-2014

PREPARED IN THE LAW OFFICE OF:

JAMES F. WIDENER, III, ATTORNEY
2404 TEXAS DRIVE #102
IRVING, TEXAS 75062

AFTER RECORDING, RETURN TO:

SUMMER HOMES, INC.
2404 TEXAS DRIVE, SUITE 103
IRVING, TX 75062

EXHIBIT B
Resolution -- Approving the Acquisition of a Vacant Lot on Lot 23, Block A, of Las Brisas Town Homes Addition, Located at 4240 Nia Drive in the Amount of $71,126.98

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. Impact: The City’s existing sewer line encroaches on an adjacent vacant lot belonging to Sumeer Homes Inc., and adversely impacts the landowner’s ability to construct future residences. Additionally, any proposed development within the lot would prevent Water Utilities from being able to access the sewer line for maintenance and/or repairs.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. The purchase price for this 4,787 square foot vacant lot is $70,000, with an additional $1,126.98 being requested to cover closing expenses with, Republic Title of Texas, Inc. Therefore the total cost of acquisition is ($70,000 + $1,126.98) $71,126.98

5. Funding in the amount of $71,126.98 is available within the Water and Sewer Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
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: No

ATTACHMENTS:

Exhibit A - 4240 Nia Drive (PDF)
SALES CONTRACT - 4240 Nia Drive (PDF)
SETTLEMENT STATEMENT - 4240 Nia Drive (PDF)
CURRENT YEAR FINANCIAL IMPACT:

50206014-700210-60CIP06010
Budget: $71,126.98   Actual: $71,126.98

REVISION INFORMATION:

Prepared: 12/30/2019 03:27 PM by Maria Guzman
Last Updated: 2/21/2020 08:36 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2020-11

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

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of a 4,787 acre vacant lot on Lot 23, Block A of Las Brisas Town Homes Addition, located at 4240 Nia Drive and owned by Sumeer Homes Inc., in the Amount of $71,126.98, and the Mayor is authorized to execute said contract and any related closing and conveyance documents.

SECTION II. THAT funding for this expenditure is available in the Water and Sewer 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oomen
City Attorney
**EXHIBIT A**

FORMS SURVEY

4240 Nia Drive

---

**PROPERTY DESCRIPTION:** Lot 23, Block A of Las Brisas Town Homes, as an addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2003159, Page 1, Plat Records of Dallas County, Texas.

---

LEGEND: CM = Corner Marker, F.R. = Frontage Road, FI = Frontage Line, P.I. = Property Line, P.O. = Property Owner, S.R. = Street, Y = Yard

---

Note:
- This survey was prepared against the existing ace on a true north, bearing to appear of residential structures was performed on site and property. The accuracy of the survey as to point lines on survey property, therefore, all other representations may not be shown.
- The boundaries shown herein are based on the survey and representations made and are not shown actual or true size.
- Elevation data are subject to future use.

Date: 02/15/2019

---

Firm: Arthur Land Surveying

---

Packet Pg. 112
SALES CONTRACT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THAT we, the undersigned, hereinafter called the "Seller" whether one or more, hereby agree to sell to the City of Irving, Texas, a municipal corporation situated in Dallas County, Texas, hereinafter called "Purchaser", for:

CITY OF IRVING WATER, SANITARY SEWER AND OTHER FACILITIES

All that certain tract, piece or parcel of land, lying and being situated at 4240 Nia Drive, Irving, Texas 75038 in the County of Dallas, State of Texas, described in EXHIBIT "A" attached hereto and made for a more particular description of said property, upon the following terms and conditions, to-wit:

1. The consideration to be paid to Seller by Purchaser is as follows:
   4,787 square feet (0.109 ac.) of property valued at
   (as approved by the City of Irving)................................................................. $70,000.

2. TOTAL COMPENSATION........................................................................... $70,000.

3. Seller will convey good and marketable title to the property via special warranty deed. Prior to closing and before any purchase money is paid, any owner who is a Trust must submit a copy of the Trust Agreement identifying the true owner of the property to the Irving City Council in compliance with Sec. 2252.092, Tex. Govt. Code. The City Council must pass a resolution acknowledging receipt of the Trust Document and approving the sale of the property.

4. Purchaser, at Purchaser's expense and option, will be responsible to obtain a Title Insurance Policy from a Title Company of their choice; Republic Title of Texas, Inc. 2626 Howell Street, 10th Floor, Dallas, Texas 75204 Attn: Toni Price at 214-855-8888. Any Seller requested exceptions to Title Insurance must be approved by the City Attorney of Irving.

5. Consideration to be paid upon the proper execution and delivery of the deed and closing.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property.

EXECUTED this 12th day of December, 20___

Sumeer Homes, Inc:

by: [Signature]

Name: SURESH SHRIVASTAVA

Title: President

ACCEPTED BY

CITY OF IRVING, TEXAS

BY:

RICHARD H. STOPFER-MAYOR
SPECIAL WARRANTY DEED

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

THAT, Sumner Homes Inc., (the “Grantor”), for and in consideration of the sum of $10.00 cash in hand paid by The City of Irving, Texas municipal corporation, (“Grantee”), whose address is 825 W. Irving Boulevard, Irving, Texas 75060, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor’s interests in that certain tract of real property situated at 4240 Nia Drive, Irving, Texas 75038, Dallas County, Texas, and described in Exhibit A attached hereto and made a part hereof for all purposes (the “Land”) and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively, the “Property”).

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, without warranty, express or implied, any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy (i) in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way in existence as of the date of this Deed abutting the Land (provided that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such street, highway, road, alley, right-of-way or sidewalk, then such rights, titles, powers, privileges, easements, licenses, rights of way and interests therein shall extend only to the midpoint of any such street, highway, road, alley, right-of-way or sidewalk; however, in no event shall this proviso limit Grantee’s right to use any street, road or highway), (ii) in and to any strips or gores of real estate adjoining the Land (provided as to (i) and (ii) that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such adjacent roads, alleys, easements, streets and rights-of-way and strips and gores, then such right, title, and interest therein shall extend only to the midpoint of any such adjacent roads, alleys, easements, streets, rights-of-way and strips and gores), and (iii) appurtenant or incident to any of the foregoing.

__________________________

Packet Pg. 115
This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters set forth in Exhibit B, attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions are valid and existing as of the date hereof.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof..

EXECUTED as of December 12, 2019.

GRANTOR: SUMEER HOMES, INC.
By: ____________________________
   SURESH SHRIDHARANI
Printed Name: SURESH SHRIDHARANI
Title: President

GRANTEE: CITY OF IRVING, a Texas municipal corporation

BY:

______________________________
Richard H. Stopfer, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________
Shanae Jennings, City Secretary

______________________________
Kuruvilla Oommen, City Attorney
MAYOR’S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City for 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 Dallas County, Texas

My Commission Expires:

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 SURESH BHIDHARANI, of Sumeer Homes, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

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

Notary Public, State of Texas

My Commission Expires:
Property Description: Lot 23, Block A of Las Brisas Town Homes, an addition to the City of Irving, Dallas County, Texas, according to the plat recorded in Volume 2001:50, Page 1, Plat Records of Dallas County, Texas.

Legend:
- CA = Controlling Structure
- F.I.R. = Found Iron Railing
- F.P.R. = Found Price Property
- T.C.P. = Town Center Property
- G.P.R. = General Purpose Property
- S.P.R. = Special Purpose Property
- S.E. = Standard Error
- D. = Datum
- E. = Ellipsoid

Flood Note: It is my opinion that the property described herein is not within the 100-year flood zone as adopted according to the Federal Emergency Management Agency Flood Insurance Rate Map Community Flood No. 0060906880, effective Effective Date of June 7, 2016, hence property not subject to flood "Z" (Kiskadee).
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: FEBRUARY 6, 2013

Grantor: CITY BANK

Grantor's Mailing Address: 7800 Preston Road, Suite 201
Plano, TX 75024

Grantee: SUMMER HOMES, INC.

Grantee's Mailing Address: 2404 Texas Drive, Suite 103
Irving, TX 75062

Consideration: the consideration of the sum of TEN AND NO/100--
($10.00) DOLLARS AND other valuable consideration to the undersigned
paid by the grantees herein named, the receipt of which is hereby
acknowledged;
the execution and delivery by the Grantees herein of their one certain
installment Vendor's Lien note of even date herewith, being in the
principal sum of $436,800.00, bearing interest as therein provided,
payable to the order of CITY BANK TEXAS, as therein provided; the
payment of which note is secured by the vendor's lien herein retained
and is additionally secured by a deed of trust of even date herewith to
KEVIN BASS, Trustee(s).

Property (including any improvements):

BRING LOTS 5-10, 13-19, and 23-37, BLOCK A, of LAS BRISAS TOWN HOMES, an
Addition to the City of Irving, Dallas County, Texas, according to the
plat thereof recorded in Volume 2003150, Page 1, Map Records, Dallas
County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY
REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL
SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all easements, restrictions,
covenants, conditions, mineral conveyances and outstanding mineral
interests, and reservations of record, if any, applicable to the herein
conveyed property or any part thereof. Taxes for the year 2013 and
subsequent years.

Grantor, for the consideration and subject to the reservations from
and exceptions to conveyance and warranty, grants, sells, and conveys to
Grantee the property, together with all and singular the rights and
appurtenances thereto in any wise belonging, to have and hold it to
Grantee, Grantee's heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor's heirs, executors,
administrators, and successors to warrant and forever defend all and
singular the property to Grantee and Grantee's heirs, executors,
administrators, successors, and assigns against every person whatsoever
lawfully claiming or to claim the same or any part thereof, except as to
the reservations from and exceptions to conveyance and warranty, by,
through or under it, but not otherwise.

EXHIBIT B
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CITY BANK

[Signature]

HUNTER LORD, VICE-PRESIDENT

(Acknowledgment)

State of Texas  
County of COLLIN  

This instrument was acknowledged before me on the 27th day of FEBRUARY, 2013 by: HUNTER LORD, VICE-PRESIDENT, CITY BANK.

[Signature]

Joy L. Ricks  
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAMES F. WIDENER, III, ATTORNEY  
2404 TEXAS DRIVE Suite 102  
IRVING, TEXAS 75062

AFTER RECORDING, RETURN TO:

SUMMER HOMES, INC.  
2404 TEXAS DRIVE, SUITE 103  
IRVING, TX 75062

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
04/17/2013 09:35:19 AM  
$20.00  
20130116364

EXHIBIT B
**Republic Title of Texas, Inc.**

2626 Howell Street, 10th Floor - Dallas, TX 75204

Office Phone: (214) 855-8888 Office Fax: (214) 855-8848

---

**Buyer's Estimated Settlement Statement**

File No: 1002-288190-RTT  
Escrow Officer: Russell Dickson/TP  
Estimated Settlement Date: 01/31/2020

**Property:**

4240 Nia Drive, Irving, TX  
Lot: 23

**Buyer:**

City of Irving, Texas, a municipal corporation  
825 W Irving Boulevard, Irving, TX 75060

**Seller:**

Sumeer Homes Inc., a Texas corporation  
2404 Texas Drive, Suite 103, Irving, TX 75062

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Buyer Charge</th>
<th>Buyer Credit</th>
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<tbody>
<tr>
<td>Consideration</td>
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<td></td>
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<td>Total Consideration</td>
<td></td>
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</table>

**Title/Escrow Charges**

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<tr>
<th>Description</th>
<th>Buyer Charge</th>
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<tbody>
<tr>
<td>One-Half Escrow Fee to Republic Title of Texas, Inc.</td>
<td>350.00</td>
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<tr>
<td>Texas Guaranty Fee - Owner Title Policy to TX Title Insurance Guaranty Association</td>
<td>2.00</td>
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<tr>
<td>Tax Certificate (Commercial) to Data Trace Information Services</td>
<td>82.98</td>
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<tr>
<td>Overnight Fee to Republic Title of Texas, Inc.</td>
<td>15.00</td>
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<tr>
<td>1000 T-1/T-1R Single OTP (R-1) to Republic Title of Texas, Inc.</td>
<td>631.00</td>
</tr>
<tr>
<td>Recording Fee - Deed to Republic Title of Texas, Inc.</td>
<td>46.00</td>
</tr>
</tbody>
</table>

**Cash (X From) ( To) Buyer**

71,126

**Totals**

71,126.98

71,126

---

See Attached Signatures
SIGNATURE ADDENDUM TO SETTLEMENT STATEMENT

FILE NO: 1002-288190-RTT
SELLER: Sumeer Homes Inc., a Texas corporation, a Texas corporation
PURCHASER: City of Irving, Texas, a municipal corporation
SETTLEMENT OR ESCROW AGENT: Republic Title of Texas, Inc. TIN: 75-1825384
ADDRESS OF SETTLEMENT AGENT: 2626 Howell Street, 10th Floor, Dallas, TX 75204

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Republic Title of Texas, Inc. to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

City of Irving, a Texas municipal corporation

BY: __________________________
Richard H. Stopfer, Mayor

Republic Title of Texas, Inc.

By: __________________________
Russell Dickson, Sr. Vice President
AGENDA ITEM SUMMARY

Meeting: 2/26/2020

DOC ID: 10736

Recommending Department: Capital Improvement Program

Resolution -- Approving the Acquisition of Two Road Right-Of-Way Easements on 1905 Hard Rock Road in the Amount of $209,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 14,966 square feet) will allow for expansion of Hard Rock Road. Capturing both easements allows the city to reduce acquisition cost.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $209,360.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
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:

Exhibit A - 1905 Hard Rock Rd  (PDF)
AGREEMENT - 1905 Hard Rock Rd  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40104100-700003-41CIP17001-Land/Row
Budget: $209,360.00  Actual: $209,360.00

REVISION INFORMATION:

Prepared: 12/31/2019 08:35 AM by Maria Guzman
Last Updated: 2/20/2020 11:06 AM by Maria Guzman
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of 14,966 square feet of two road right-of-way easements on 1905 Hard Rock Road and owned by Ali D. Sani, in the Amount of $209,360.00, for the Road to the Future Project, and the Mayor is authorized to execute said contract and any related conveyance documents.

SECTION II. THAT funding for this expenditure is available 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.


______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT “A”
PARCEL 1

BEING a 0.3436 acre tract of land located in the Chilton Smith Survey, Abstract No. 1293, City of Irving, Dallas County, Texas, said 0.3436 acre tract of land being a portion of that same tract conveyed to ALI D. SANI, by deed as recorded in Volume 94098, Page 3259, Official Public Records, Dallas County, Texas, said 0.3436 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northeast property corner of the said Sani tract, same being a point on the west right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,989,490.56 and E: 2,425,165.31;

THENCE South 00°22'04" East, along the east property line of the said Sani tract, same being the said right-of-way line, 173.06 feet to a 5/8 inch iron rod with an illegible cap found at the most northerly southeast property corner of the said Sani tract, same being the north end of a right-of-way corner clip located at the intersection of the north right-of-way of W. Pioneer Drive, being a variable width public right-of-way, with the said east right-of-way line of Hardrock Road;

THENCE South 61°47'48" West, along the said corner clip, 93.53 feet to an iron rod set at the most southerly southeast property corner of the said Sani tract, same being the south end of the said corner clip;

THENCE South 89°21'58" West, along the south property line of the said Sani tract, same being the said right-of-way line of W. Pioneer Drive, 99.28 feet to a 1/2 inch iron rod found at the southwest property corner of the said Sani tract;

THENCE North 00°41'29" West, along the west property line of the said Sani tract, 86.51 feet to an iron rod set at the southeast lot corner of Lot 1, Block A, Pioneer Hill Addition, being an Addition to the City of Irving, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 201400320360, Plat Records, Dallas County, Texas;

THENCE departing the said property line, over and across the said Sani tract the following courses and distances:

North 89°29'21" East, 144.49 feet to an iron rod set;

North 47°00'26" East, 46.78 feet to an iron rod set;

North 00°35'04" West, 98.63 feet to an iron rod set at the north property line of the said Sani tract;

THENCE North 89°19'34" East, along the north property line of the said Sani tract, 3.94 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.3436 acres (14,966 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.,
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

PIONEER AND HARDROCK IMPROVEMENTS
ALI D. SANI - PARCEL 1 - EXHIBIT A - PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC. 309 BYERS STREET, #100, EULESS, TEXAS 76039 - PH. 817-685-8448 - ESPOONER@SPOONERSURVEY.COM - SA
EXHIBIT "A"

0.3436 ACRES (14,966 S.F.)

SURVEYOR'S NOTE:
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202). ALL DISTANCES SHOWN ARE GROUND SURVEYED ON THE GROUND AUGUST 2017

Packet Pg. 126
PURCHASE AND SALE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ali D. Sani and wife, F. Sadat Bassampour (the "Seller"), agrees to sell to the City of Irving, a Texas municipal corporation (the "Purchaser"), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the "Property"), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   14,966 square feet out of a 37,723 square foot lot
   Total Purchase Price, ........................................... $209,360

2. Using appropriate methods and at Purchaser’s reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller’s property adjacent to the Property that is disturbed by any construction of improvements on the Property, also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller’s property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser’s discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT “B”.

The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain all mineral rights.

EXECUTED and effective as of the ____ day of __________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. __________, and by Seller.

SELLER

[Signatures]

Ali D. Sani

F. Sadat Bassampour

PURCHASER

CITY OF IRVING, TEXAS

by:__________________________

Richard H. Stopfer, Mayor

Purchase and Sale Agreement – Ali D. Sani and wife, F. Sadat Bassampour
1905 Hard Rock Road
Exhibit A
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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

(Seal)

Notary Public, State of Texas

My commission expires: 10-21-2022

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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

(Seal)

Notary Public, State of Texas

My commission expires: 10-21-2022

Purchase and Sale Agreement – Ali D. Sani and wife, F. Sadat Bassampour
1905 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City 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, State of Texas

(seal)

My commission expires: ________________
EXHIBIT “A”  
PARCEL 1

BEING a 0.3436 acre tract of land located in the Chilton Smith Survey, Abstract No. 1293, City of Irving, Dallas County, Texas, said 0.3436 acre tract of land being a portion of that same tract conveyed to ALI D. SANI, by deed as recorded in Volume 94098, Page 3239, Official Public Records, Dallas County, Texas, said 0.3436 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northeast property corner of the said Sani tract, same being a point on the west right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,989,490.56 and E: 2,425,165.31;

THENCE South 00°22'04" East, along the east property line of the said Sani tract, same being the said right-of-way line, 173.06 feet to a 5/8 inch iron rod with an illegible cap found at the most northerly southeast property corner of the said Sani tract, same being the north end of a right-of-way corner clip located at the intersection of the north right-of-way of W. Pioneer Drive, being a variable width public right-of-way, with the said east right-of-way line of Hardrock Road;

THENCE South 61°47'48" West, along the said corner clip, 93.53 feet to an iron rod set at the most southerly southeast property corner of the said Sani tract, same being the south end of the said corner clip;

THENCE South 89°21'58" West, along the south property line of the said Sani tract, same being the said right-of-way line of W. Pioneer Drive, 99.28 feet to a 1/2 inch iron rod found at the southwest property corner of the said Sani tract;

THENCE North 00°41'29" West, along the west property line of the said Sani tract, 86.51 feet to an iron rod set at the southeast lot corner of Lot 1, Block A, Pioneer Hill Addition, being an Addition to the City of Irving, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 201400320360, Plat Records, Dallas County, Texas;

THENCE departing the said property line, over and across the said Sani tract the following courses and distances:

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North 47°00'26" East, 46.78 feet to an iron rod set;

North 00°35'04" West, 98.63 feet to an iron rod set at the north property line of the said Sani tract;

THENCE North 89°19'34" East, along the north property line of the said Sani tract, 3.94 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.3436 acres (14,966 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

PIONEER AND HARDROCK IMPROVEMENTS
ALI D. SANI - PARCEL 1 - EXHIBIT A - PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC, 309 BYERS STREET, #100, UNLESS, TEXAS 76039 - PH: 817-685-8448 - ESPOONER@SPOONERASSOCIATES.COM - SASA #1444-1

Attachment: AGREEMENT - 1905 Hard Rock Rd (RES-2020-12 : 41 Acq of Two Road ROW Easements - 1905 Hard Rock Rd)
Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1406 Hard Rock Road in the Amount of $12,360.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. Impact: This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 610 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item was presented to the Transportation and Natural Resource Committee on February 12, 2020.

4. Funding in the amount of $12,360.00 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
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:

Exhibit A - 1406 Hard Rock Rd  (PDF)
SALES CONTRACT - 1406 Hard Rock Rd  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40104100-700003-41CIP17001-Land/Row
Budget: $12,360.00  Actual: $12,360.00

REVISION INFORMATION:

Prepared: 12/31/2019 08:55 AM by Maria Guzman
Last Updated: 2/20/2020 11:06 AM by Maria Guzman
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of a 610 square feet road right-of-way easement on 1406 Hard Rock Road and owned by F. Sadat Bassampour, in the Amount of $12,360.00, for the Road to the Future Project, and the Mayor is authorized to execute said contract and any related conveyance documents.

SECTION II. THAT funding for this expenditure is available 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
EXHIBIT "A"
PARCEL 4

BEING a 0.0140 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0140 acre tract of land being a portion of that same tract of land conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99058, Page 7570, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0140 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod with cap stamped “CBG SURVEYING” found at the southwest property corner of the said Bassampour tract, same being the northwest property corner of a tract of land, identified as “Tract No. 2” and being conveyed to Edward T. McGuire and Philip W. Bell, by deed as recorded in Instrument Number 201600002357, O.P.R.D.C.T., said beginning point being on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,634.18 and E: 2,425,222.21;

THENCE North 00°13'53" West, along the west property line of the said Bassampour tract, and along the said right-of-way line, 110.98 feet to a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northwest property corner of the said Bassampour tract, same being the southwest property corner a tract of land conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99077, Page 4256, O.P.R.D.C.T. from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet;

THENCE South 87°59'40" East, along the north property line of the said Bassampour tract (V. 99058, P. 7570), and along the south property line of the said Bassampour tract (V. 99077, P. 4256), 5.97 feet to an iron rod set;

THENCE South 00°15'04" West, over and across the said Bassampour tract (V. 99058, P. 7570), 110.90 feet to an iron rod set on the south property line of the said Bassampour tract (V. 99058, P. 7570), same being the north property line the said McGuire and Bell tract;

THENCE North 88°30'20" West, along the said property lines, 5.04 feet to the POINT OF BEGINNING.

The hereinbefore described tract of land contains a computed area of 0.0140 acres (610 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017
PURCHASE AND SALE AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, F. Sadat Bassampour and husband, Ali D. Sani, (the "Seller"), agrees to sell to the City of Irving, a Texas municipal corporation (the "Purchaser"), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the "Property"), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   610 square feet out of a 42,950 square foot lot
   Total Purchase Price, Appraised Value ......................................................... $12,360

2. Using appropriate methods and at Purchaser’s reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller’s property adjacent to the Property that is disturbed by any construction of improvements on the Property also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller’s property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser’s discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT “B”.

The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain mineral rights.

EXECUTED and effective as of the ___ day of _________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. _________, and by Seller.

SELLER

F. Sadat Bassampour

Ali D. Sani

PURCHASER

CITY OF IRVING, TEXAS

by:

Richard H. Stopler, Mayor

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1406 Hard Rock Road
Exhibit A
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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 47th day of December, A.D. 2019.

Notary Public, State of Texas

My commission expires: 10-21-2022

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 130000999-7

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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 47th day of December, A.D. 2019.

Notary Public, State of Texas

My commission expires: 10-21-2022

JAY M FARLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-21-22
Notary ID # 130000999-7

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1406 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City 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, State of Texas

(seal)

My commission expires: _______________
EXHIBIT “A”
PARCEL 4

BEING a 0.0140 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0140 acre tract of land being a portion of that same tract of land conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99058, Page 7570, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0140 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod with cap stamped “CBG SURVEYING” found at the southwest property corner of the said Bassampour tract, same being the northwest property corner of a tract of land, identified as “Tract No. 2” and being conveyed to Edward T. McGuire and Phillip W. Bell, by deed as recorded in Instrument Number 201600002357, O.P.R.D.C.T., said beginning point being on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,634.18 and E: 2,425,222.21;

THENCE North 00°13’53” West, along the west property line of the said Bassampour tract, and along the said right-of-way line, 110.98 feet to a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set) at the northwest property corner of the said Bassampour tract, same being the southwest property corner a tract of land conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99077, Page 4256, O.P.R.D.C.T. from which 5/8 inch rod found bears, South 72°48’18” East, 2.36 feet;

THENCE South 87°59’40” East, along the north property line of the said Bassampour tract (V. 99058, P. 7570), and along the south property line of the said Bassampour tract (V. 99077, P. 4256), 5.97 feet to an iron rod set;

THENCE South 00°15’04” West, over and across the said Bassampour tract (V. 99058, P. 7570), 110.90 feet to an iron rod set on the south property line of the said Bassampour tract (V. 99058, P. 7570), same being the north property line the said McGuire and Bell tract;

THENCE North 88°30’20” West, along the said property lines, 5.04 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0140 acres (610 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

*SURVEYORS CERTIFICATE*

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017
Resolution -- Approving the Acquisition of a Road Right-Of-Way Easement on 1418 Hard Rock Road in the Amount of $14,280.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Traffic and Transportation Department. It supports Strategic Objective 2.3 - Expand, extend, and maintain the major thoroughfare network.

2. **Impact:** This item supports the city’s Road to the Future initiative. The proposed easement acquisition (totaling 714 square feet) will allow for expansion of Hard Rock Road. The negotiated amount is 15 percent above the appraised value and therefore must be presented to City Council for approval.

3. This item was presented to the Transportation and Natural Resources Committee on February 12, 2020.

4. Funding in the amount of $14,280.00 is available within the Street Improvement Bond Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** Yes  
**Review Completed By:** Dean Roggia  
**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:**

- Exhibit A - 1418 Hard Rock Rd (PDF)
- AGREEMENT - 1418 Hard Rock Rd (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

40104100-700003-41CIP17001-Land/Row  
Budget: $14,280.00  Actual: $14,280.00

**REVISION INFORMATION:**

Prepared: 12/31/2019 09:08 AM by Maria Guzman  
Last Updated: 2/20/2020 11:07 AM by Maria Guzman
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of a 714 square feet road right-of-way easement on 1418 Hard Rock Road and owned by F. Sadat Bassampour, in the Amount of $14,280.00, for the Road to the Future Project, and the Mayor is authorized to execute said contract and any related conveyance documents.

SECTION II. THAT funding for this expenditure is available 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
EXHIBIT "A"
PARCEL 3

BEING a 0.0164 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0164 acre tract of land being a portion of that same tract conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99077, Page 4256, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0164 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found at the northwest property corner of the said Bassampour tract, same being a point on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,856.14 and E: 2,425,221.32;

THENCE South 87°39'25" East, along the north property line of the said Bassampour tract, 6.90 feet to a 5/8 inch iron rod with a cap stamped "SPOONER & ASSOCIATES" set (hereinafter referred to as an iron rod set);

THENCE South 00°15'04" West, over and across the said Bassampour tract, 110.91 feet to the south property line of the said Bassampour tract, same being the north property line a tract conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99058, Page 7570, O.P.R.D.C.T.;

THENCE North 87°59'40" West, along said property lines, 5.97 feet to an iron rod set at the southwest property corner of the said Bassampour tract (V. 99077, P. 4256), from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet, said southwest property corner being on the said east right-of-way line of Hardrock Road;

THENCE North 00°13'45" West, along the west property line of the said Bassampour tract (V. 99077, P. 4256), and along the said right-of-way line, 110.98 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0164 acres (714 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

SURVEYORS CERTIFICATE

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017
PURCHASE AND SALE AGREEMENT

STATE OF TEXAS

KNOw ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THAT, F. Sadat Bassampour and husband, Ali D. Sani, (the "Seller"), agrees to sell to the City of Irving, a Texas municipal corporation (the "Purchaser"), and Purchaser agrees to purchase from Seller, all rights, title, and interest in and to all that certain real property described in EXHIBIT "A", attached hereto and made a part hereto (the "Property"), upon the following terms and conditions:

1. The consideration to be paid to Seller by Purchaser is as follows:
   714 square feet out of a 42,536 square foot lot
   Total Purchase Price, ........................................ $14,280

2. Using appropriate methods and at Purchaser's reasonable discretion, Purchaser agrees to restore grass turf on the portions of Seller's property adjacent to the Property that is disturbed by any construction of improvements on the Property also to include, existing fences, gates, driveways and approaches. Seller hereby grants permission to Purchaser to enter Seller's property adjacent to the Property for the purpose of restoring grass turf disturbed during any construction of improvements.

3. At the time of construction of any improvements on the Property, anything within the Property that has not been removed will be considered abandoned and the Purchaser will remove and dispose of such items at Purchaser's discretion without any further compensation to the Seller. This provision shall survive conveyance of the Property from Seller to Purchaser.

4. The Purchase Price shall be paid by Purchaser upon the proper execution and delivery of a deed from Seller to Purchaser that is in substantially the same form as shown on the attached EXHIBIT "B".

The Purchase Price to be paid to Seller shall be considered full compensation for the Property and for any damages that may be claimed or asserted by virtue of the establishment and construction of any improvements the Purchaser may construct. Sellers shall retain all mineral rights.

EXECUTED and effective as of the ___ day of __________, 2019, by Purchaser, signing by and through its Mayor, duly authorized to execute same by Resolution No. __________, and by Seller.

SELLER

F. Sadat Bassampour

Ali D. Sani

PURCHASER

CITY OF IRVING, TEXAS

by:

Richard H. Stopfer, Mayor

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1418 Hard Rock Road
Exhibit A
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 F. Sadat Bassampour, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

/s/ JAY M FARLEY
Notary Public, State of Texas
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

My commission expires: 10-21-2022

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 Ali D. Sani, known to me to be the persons whose names are subscribed to the foregoing instrument, and that they executed the same for purpose and consideration therein expressed.

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

/s/ JAY M FARLEY
Notary Public, State of Texas
My Comm. Exp. 10-21-22
Notary ID # 13000099-7

My commission expires: 10-21-2022

Purchase and Sale Agreement – F. Sadat Bassampour and husband, Ali D. Sani
1418 Hard Rock Road
Exhibit A
MAYOR'S 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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution or ordinance of the City Council of the City of Irving and that he executed the same as the act of the said City 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, State of Texas

(seal)

My commission expires: __________________
EXHIBIT “A”
PARCEL 3

BEING a 0.0164 acre tract of land located in the Elijah O. Parson Survey, Abstract No. 1135, City of Irving, Dallas County, Texas, said 0.0164 acre tract of land being a portion of that same tract conveyed to F. SADAT BASSAMPOUR, by deed as recorded in Volume 99077, Page 4256, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.0164 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod found at the northwest property corner of the said Bassampour tract, same being a point on the east right of way line of Hardrock Road, being a variable width public right of way, said beginning point having a NAD 83 Texas North Central Zone (4202) coordinate of N: 6,987,856.14 and E: 2,425,221.32;

THENCE South 87°39'25" East, along the north property line of the said Bassampour tract, 6.90 feet to a 5/8 inch iron rod with a cap stamped “SPOONER & ASSOCIATES” set (hereinafter referred to as an iron rod set);

THENCE South 00°15'04" West, over and across the said Bassampour tract, 110.91 feet to the south property line of the said Bassampour tract, same being the north property line a tract conveyed to F. Sadat Bassampour, by deed as recorded in Volume 99058, Page 7570, O.P.R.D.C.T.;

THENCE North 87°59'40" West, along said property lines, 5.97 feet to an iron rod set at the southwest property corner of the said Bassampour tract (V. 99077, P. 4256), from which 5/8 inch rod found bears, South 72°48'18" East, 2.36 feet, said southwest property corner being on the said east right-of-way line of Hardrock Road;

THENCE North 00°13'45" West, along the west property line of the said Bassampour tract (V. 99077, P. 4256), and along the said right-of-way line, 110.98 feet to the POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0164 acres (714 square feet) of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distance shown are ground.

"SURVEYORS CERTIFICATE"

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that same is true and correct.

Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor, Texas No. 5922
Spooner and Associates, Inc.
Texas Board of Professional Land Surveying No. 10054900
Surveyed on the ground August-2017

7-6-16

STATE OF TEXAS

ERIC SPOONER

F. SADAT BASSAMPOUR ~ PARCEL 3 ~ EXHIBIT A ~ PAGE 1 OF 2
SPOONER AND ASSOCIATES, INC, 309 BYERS STREET, #100, EULESS, TEXAS 76039 ~ PH: 817-685-8445 ~ ESPOONER@SPOONERSURVEYORS.COM ~ S&A #1444-1
Resolution -- Approving the Acquisition of a Public Utility Easement on Parcel 115-6, Located at 1205 North Loop 12 in the Amount of $20,448.00

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and Water Utilities Department. It supports Strategic Objective 2.4 - Maintain and extend water, wastewater and storm water systems.

2. **Impact:** In order to accommodate the Texas Department of Transportation’s (TxDOT) Diamond Interchange Expansion Project, the City of Irving will need to relinquish existing utility easements that will conflict with the Diamond Interchange project design. Therefore, the City must acquire several new easements on adjacent privately owned lands. The purpose of this agenda item is for acquisition of a 0.104 acres utility easement, across Parcel 115-6 situated at 1205 North Loop 12 and owned by PS LPT Properties Investors.

3. Funding in the amount of $20,448.00 is available within the Water and Sewer System Non-Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Yes</th>
<th>Review Completed By</th>
<th>Dean Roggia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action</td>
<td>N/A</td>
<td>Council Action</td>
<td>N/A</td>
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Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties Form 1295 Required: No

TGC 2270 Verification Form Required: No

CURRENT YEAR FINANCIAL IMPACT:

<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
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</thead>
<tbody>
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<td>50206012-700003-60CIP19006 Land/ROW</td>
<td>Budget: $20,448.00 Actual: $20,448.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No (If yes, please explain.)

REVISION INFORMATION:

Prepared: 2/18/2020 02:34 PM by Maria Guzman
Last Updated: 2/20/2020 01:54 PM by Maria Guzman
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Sales Contract for the acquisition of a 0.104 acre public utility easement on Parcel 115-6, located at 1205 North Loop 12 and owned by PS LPT Properties Investors in the Amount of $20,448.00, for the Diamond Interchange Project, and the Mayor is authorized to execute said contract and any related conveyance documents upon approval of the City Attorney’s Office.

SECTION II. THAT funding for this expenditure 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.


_____________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________________________________
Kuruvilla Oommen
City Attorney
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 North Lake College, Located at 5001 N. MacArthur Blvd., for the City of Irving’s 8th Annual Bicycle Fest on Saturday, April 18, 2020.

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 5001 N. MacArthur Boulevard for the 8th Annual Bicycle Fest to be held on Saturday, April 18, 2020. Irving’s annual event is designed to educate the public about bicycle safety.
3. This item was presented to the Transportation and Natural Resources Committee on February 12, 2020.
4. No funding is required.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: Yes  Review Completed By: Zachary Noblitt
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:
2020 Bicycle Fest Agreement with DCCCD  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Budget: $0  Actual: $0
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 1/16/2020 11:13 AM by Emily Asbury
Last Updated: 2/13/2020 12:17 PM by Lori Sutton
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10777)

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 County Community College District (DCCCD), whereby North Lake College located at 5001 N. MacArthur Boulevard, will serve as the event venue for Irving’s 8th Annual Bicycle Fest to be held on Saturday, April 18, 2020, 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
THE STATE OF TEXAS §

COUNTY OF DALLAS §

AGREEMENT BETWEEN

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

AND

CITY OF IRVING

This agreement ("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, a Texas home-rule municipal corporation, for the purpose of providing a venue for the City of Irving’s 8th Annual Bicycle Fest under the following terms and conditions:

1. **Purpose and Scope of Agreement:** The purpose and scope of the Agreement is as follows:

   A. **Purpose:** This Agreement is intended to allow the City of Irving to hold its 8th Annual Bicycle Fest on the College’s campus. There will be various bike-related activities as well as craft and food vendors with approximately 1000 estimated attendees. This event is free and open to the public.

   B. **Duties of College:**

      (1). The College Police will arrange for parking and coordinate activities and safety with the City of Irving Police and Fire.

      (2). The College Custodial Staff will deliver College tables and chairs for use of College organizations during event and remove them following the event. College staff will also deliver trash gondolas to event site for trash collection and remove trash gondolas from event site and empty them afterwards.

      (3). The College Facilities Department will provide water source to fill water coolers, ensure that water fountains are in working order, and test lightning alarm beforehand to make sure it is in working order.

   C. **Duties of the Other Party:**

      (1). The City of Irving shall be in charge of setting up and removing portable toilets.

      (2). The City of Irving shall deliver any necessary tables, chairs and tents for vendor use.
(3). The City of Irving shall set up North Lake West Lot for event.

(4). The City of Irving shall tear down event afterward and remove their tables, chairs and tent.

(5). The City of Irving shall work with College Police to 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 17, 2020 and ending on Monday, April 20, 2020.

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 (govermental 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: Eddie Tealer  
Vice President of Business Services  
North Lake College  
5001 N. MacArthur Blvd.  
Irving, TX 75038  
972-273-3390  
972-273-3014  
etealer@dccc.edu

City of Irving

To: Dan Vedral  
Traffic and Transportation Director  
City of Irving  
825 W. Irving Blvd.  
Irving, TX 75060  
972-721-2646  
dvedral@cityofirving.org

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:

r. Christa Slejko, President
North Lake College

Date

CITY OF IRVING

By:

Richard H. Stopfer, Mayor
City of Irving, Texas

Date
Resolution -- Approving a Sole Source Service Agreement Between the City of Irving and Eaton Corporation in the Total Estimated Amount of $163,267.58 for Annual UPS Support and Maintenance

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

2. **Impact:** UPS equipment and support maintenance from Eaton Corporation are required in order to effectively support (3) Data Centers and (3) Public Safety Communications sites which include Animal Services and (2) Water Utilities SCADA network sites. Through a preventative maintenance agreement, the City contracts with this vendor for support services and annual maintenance of the equipment installed at the aforementioned sites. Failed batteries would cause the city’s various data and network systems to lose power and stop working during a power failure causing these systems to be unavailable for city departments to access.

3. The contract is for a five year term, which will be billed on an annual basis.

4. Funding for Fiscal Year 2019-20 in the amount of $32,653.51 is available in the Information Technology Internal Service Fund, while funding for Fiscal Years 2020-21, 2021-22, 2022-23, 2023-24, are subject to budget appropriation.

**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:** No
- **TGC 2270 Verification Form Required:** Yes

**ATTACHMENTS:**

- Eaton Corporation UPS Services (PDF)
- TGC 2270 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
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<th>Project Code</th>
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<th>Actual: $32,653.51</th>
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<td>Budget: $32,653.51</td>
<td>Actual: $32,653.51</td>
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Budget Adjustments/Transfer Required: No

**REVISION INFORMATION:**
Prepared: 12/17/2019 03:22 PM by Laura Herrera
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10710)

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 sole source services agreement between the City of Irving and Eaton Corporation, in the total estimated amount of $163,267.58, for Annual UPS Support and Maintenance which will be effective for the period of January 1, 2020, through December 31, 2024, subject to annual appropriations in Fiscal Years 2020-2021, 2021-2022, 2022-2023, 2023-2024, and the Mayor is authorized to execute said agreement.

SECTION II. THAT funding for this expenditure is in the Information Technology Internal Service Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Eaton UPS Service Cart: 269813-3
Cart Date: 10/16/2019
(Effective until 3/31/2020)

Prepared For:
Billing Contact: Martin T. Martinez,
Billing Company: City of Irving City Hall
825 W. Irving Blvd
Irving, TX 75060
(972) 721-2724
Email: MMartinez@cityofirving.org

For Covered Equipment at Site:
Site Contact: Martin Martinez,
Site Company: City of Irving CJC-PD
305 N. O'Connor Rd
Irving, TX 75061
(972) 721-2724
Email: mmartinez@cityofirving.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

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<th>Model Description</th>
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<td>VRLA Sealed, 4</td>
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**Eaton Corporation UPS Services** (10710 : 75 Eaton UPS Support Maintenance Agreement)

### Quantity 4, Eaton 9355-20-30, VRLA Sealed, 72 (plus 6 internal)

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<td>After Hours (7x24) w/ Parts &amp; Labor</td>
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<tr>
<td>8 HR Response Time</td>
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<tr>
<td>30% Spare Part Kit and Time and Material Discount</td>
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<tr>
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<tr>
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**9355-20-30 Total Price:** $28,776.83

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<th>Quantity</th>
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**Subtotal:** $64,439.90

### Quantity 1, Eaton 9355-10-15_32Batt, VRLA Sealed, 4

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<tr>
<td>8 HR Response Time</td>
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<tr>
<td>30% Spare Part Kit and Time and Material Discount</td>
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<tr>
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<td>5x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0015)</td>
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**9355-10-15_32Batt Total Price:** $15,205.40

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**Subtotal:** $9,579.40

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**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices

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Packet Pg. 163
### Quantity 2, Eaton 9355-20-30, VRLA Sealed, 72 (plus 6 internal)

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<tr>
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<td>5x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)</td>
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### Quantity 1, Eaton EXRT, VRLA Sealed, 4

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<td>Next Day or Business Day Response Time</td>
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**Did you know?** Eaton has Predict-Use remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices
Quantity 1, Eaton 9170-6-SLOT,

Coverage Start Date: 1/1/20  Coverage End Date: 12/31/2024  Term: 5 Years

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<td>1PH UPS Flex: 5 Year, 7x24 Next Day Rsp, Parts &amp; Labor Cvg (FLN75XXX-6009UN)</td>
<td>$4,187.00</td>
<td>$2,637.81</td>
<td>$2,637.81</td>
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<tr>
<td>• Included</td>
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<td>• Next Day Response 7x24 Response Time</td>
<td>$6,291.10</td>
<td>$3,963.39</td>
<td>$3,963.39</td>
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<tr>
<td>• 5x per term: 1PH Preventive Maintenance 7x24 (0005NXXX-6009UN)</td>
<td>$2,883.20</td>
<td>$1,816.42</td>
<td>$1,816.42</td>
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<tr>
<td>• 1x per term: 1PH EBM Flex: 5 Year, 7x24 Next Day Rsp, Parts &amp; Labor Cvg (EBN75XXX-7000BN)</td>
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</tr>
<tr>
<td>• EOSL Status Active</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Supporting Documents: T-0, X-1, R-2</td>
<td></td>
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9170-6-SLOT Total Price: $13,361.30

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Model</th>
<th>Serial Number</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>City of Irving VVMC-SCADA</td>
<td>9170-6-SLOT</td>
<td>C661N018KC033348</td>
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<tr>
<td>Subtotal:</td>
<td></td>
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<td>$4,176.62</td>
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Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6

Coverage Start Date: 1/1/20  Coverage End Date: 12/31/2024  Term: 5 Years

<table>
<thead>
<tr>
<th></th>
<th>Unit List Price</th>
<th>Unit Net Price</th>
<th>Extended Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flex: 8 Hr Rsp, 7x24 Cvg, Parts&amp;Labor Disc Only (FL87NXDX-0030)</td>
<td>$12,542.93</td>
<td>$7,902.04</td>
<td>$7,902.04</td>
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<tr>
<td>• After Hours (7x24) w/ Parts&amp;Labor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 8 HR Response Time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 30% Spare Part Kit and Time and Material Discount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 5x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)</td>
<td>$7,075.50</td>
<td>$4,457.57</td>
<td>$4,457.57</td>
</tr>
<tr>
<td>• 5x per term: Sealed Battery Preventive Maintenance, Any Time (0005NSXXIXINT)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>• EOSL Status Active</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-33, R-10</td>
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9355-20-30 Total Price: $19,618.43

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Model</th>
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<th>Quantity</th>
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<tbody>
<tr>
<td>Irving Animal Shelter</td>
<td>9355-20-30</td>
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<tr>
<td>Subtotal:</td>
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<td>$12,359.61</td>
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</tbody>
</table>

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices
# Eaton Corporation UPS Services

## Quantity 1, Eaton 9355-20-30, VRLA Sealed, 36 (plus 6 internal)

**Coverage Start Date:** 8/10/20  
**Coverage End Date:** 12/31/2024  
**Term:** 4 Years 4 Months 22 Days

<table>
<thead>
<tr>
<th>Flex:</th>
<th>8 Hr Rsp, 7x24 Cvg, Parts&amp;Labor Disc Only (FL87NXDX-0030)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>• After Hours (7x24) w/ Parts&amp;Labor</td>
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<tr>
<td></td>
<td>• 8 HR Response Time</td>
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<tr>
<td></td>
<td>• 30% Spare Part Kit and Time and Material Discount</td>
</tr>
<tr>
<td></td>
<td>• 5x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)</td>
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<tr>
<td></td>
<td>• 5x per term: Sealed Battery Preventive Maintenance, Any Time (0005NSXX036)</td>
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<td></td>
<td>• EOSL Status Active</td>
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</table>

**Supporting Documents:** T-0, X-1, R-2, R-5, R-30, R-33, R-10

**9355-20-30 Total Price:** $22,352.68  
**9355-20-30 Net Price:** $13,086.76  
**9355-20-30 Extended Net Price:** $13,086.76

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Model</th>
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<td>9355-20-30</td>
<td>BN306KXX01</td>
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</table>

## Quantity 1, Eaton 9355-20-30, VRLA Sealed, 36 (plus 6 internal)

**Coverage Start Date:** 12/1/20  
**Coverage End Date:** 12/31/2024  
**Term:** 4 Years 1 Month

<table>
<thead>
<tr>
<th>Flex:</th>
<th>8 Hr Rsp, 7x24 Cvg, PredictPulse , Parts&amp;Labor Disc (FL87NEDX-0030)</th>
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<tbody>
<tr>
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<td>• After Hours (7x24) w/ Parts&amp;Labor</td>
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<td>• 8 HR Response Time</td>
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<td>• PredictPulse Remote Monitoring</td>
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<td>• 30% Spare Part Kit and Time and Material Discount</td>
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<td></td>
<td>• 5x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)</td>
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<td></td>
<td>• 5x per term: Sealed Battery Preventive Maintenance, Any Time (0005NSXX036)</td>
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<tr>
<td></td>
<td>• EOSL Status Active</td>
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**Supporting Documents:** T-0, X-1, R-2, R-5, R-30, R-32, R-33, R-10

**9355-20-30 Total Price:** $23,384.25  
**9355-20-30 Net Price:** $15,110.08  
**9355-20-30 Extended Net Price:** $15,110.08

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Model</th>
<th>Serial Number</th>
<th>Quantity</th>
<th>Subtotal</th>
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<tbody>
<tr>
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<td>9355-20-30</td>
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<td>$15,110.08</td>
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</table>

**List Price**  | **Net Price**  
--- | ---  
$279,967.57 | $163,267.58  

**Dollars Saved**: $116,699.99

---

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices
Applicable Discounts: 10% Multi module, Multi battery, 30.00% Negotiated

- Contract Payment Terms: Net 30 days, Billing Cycle: Annual
- If a PO is provided referencing this quote no signature is necessary.
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. Return all attachments with purchase order to: Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 800/228-1899.
- Make Payments to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

<table>
<thead>
<tr>
<th>Accepted By:</th>
<th>Name</th>
<th>Title</th>
<th>Date</th>
<th>Purchase Order Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

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### Site Inventory Summary

<table>
<thead>
<tr>
<th>Site</th>
<th>Model</th>
<th>Serial Number</th>
<th>Dates</th>
<th>Contract</th>
<th>Annual Cost</th>
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<tbody>
<tr>
<td>City of Irving CJC-PD</td>
<td>9355-20-30</td>
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<td>$3,221.59</td>
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<td>City of Irving Fire Admin</td>
<td>9355-10-15_32Batt</td>
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<td>1/1/20 - 12/31/2024</td>
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<td>9355-20-30</td>
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<td>City of Irving VVMC-SCADA</td>
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<td>1/1/20 - 12/31/2024</td>
<td>FLN75XXX-6009UN</td>
<td>$1,683.52</td>
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<td>Irving Animal Shelter</td>
<td>9355-20-30</td>
<td>BC444400X24</td>
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<td>FL87NXD-0030</td>
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<td>FL87NXD-0030</td>
<td>$3,700.43</td>
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</table>

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EATON CORPORATION

UPS SERVICES - TERMS AND CONDITIONS (T-0)
AS AMENDED HEREFUNDER IN SECTIONS 8, 14, 15, 16 AND 20

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation ("Contractor"), and supersede all prior terms, quotations, statements(6) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. DEFINITIONS: The terms listed below shall have the following meanings:
   "Battery" is the electric storage portion of a UPS.
   "Covered Equipment" is the equipment as listed on the quote.
   "CPO" is the Contracted Period of Maintenance or Hours of Service.
   "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
   "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
   "PCS" is Pre-Contract Survey inspection.
   "Power Module" is the electronic portion of a UPS or other power quality device.
   "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer.
   "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictiPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
   "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. ELIGIBILITY: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. HOURS OF SERVICE: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. ON-SITE RESPONSE TIME: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPO hours. Response time does not include battery replacement service.

5. LABOR AND MATERIAL RATES: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. ENGINEERING CHANGES: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPO. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:
   A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.
   B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.
   C. Escort - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.
   D. Access - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and
Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. TERM AND TERMINATION: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16. As the term of the agreement extends across multiple budget years, this Agreement shall be subject to annual appropriation by the Customer's governing body in the annual budget and the Customer's obligations under this Agreement shall not constitute a general obligation of the Customer or indebtedness under the constitution or laws of the State of Texas.

9. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Contractor shall pass to Customer upon delivery at the F.O.B. point.

Shipments are after receipt of Customer's purchase order. If approval of drawings is required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Contractor will arrange for storage. Contractor is not liable or responsible for any damages or loss for delay or damage in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule. Customer is responsible for return freight charges related to cancellation.

10. END OF SERVICE LIFE ("EOL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the term taxed portion of this Agreement, subject to Section 16.

11. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-COMPLIANCES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNIFIED PARTIES), FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION OR SUITS BROUGHT AGAINST THE INDEMNIFIED PARTIES TO THE EXTENT THEY RESULT FROM (1) BODILY INJURY

Terms and Conditions (T-0)
Rev. 12/16/19
Page 2 of 3
15. LIABILITY: THE REMEDIES OF THE CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF CONTRACTOR TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOSS OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: (i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement pathway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment. Customer shall pay Contractor the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Agreement, additional costs, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. All payments by the Customer under this Agreement, including any provision in the Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the Charter of the City of Irving and Texas law.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Customer and Contractor hereby agree that all disputes arising out of this agreement shall be submitted solely to a court of competent jurisdiction located in Dallas County, Texas.
21. **MODIFICATION OR WAIVER:** The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

**EATON CORPORATION**

By: [Signature]

Name: Chris Butler

Title: SVP/CM

Date: 2/4/2020

**CITY OF IRVING, TX**

By: [Signature]

Name: 

Title: 

Date: 

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Time and Material Service Rate Schedule (2016)
Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

3-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)
- Mon. – Fri., Business Hours (8AM – 5PM): $275
- Mon. – Fri., After Business Hours (5PM – 8AM): $355
- Weekends and Holidays (Saturday 12:01AM – Sunday Midnight): $440

3-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)
- Equipment below 200kVA, Five day or less response (4 hour min.): $1,100 to $1,760
- Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.): $1,650 to $2,640
- Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.): $2,200 to $3,520

1-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)
- Mon. – Fri., Business Hours (8AM – 5PM): $220
- Mon. – Fri., After Business Hours (5PM – 8AM), Weekends and Holidays: $355

1-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)
- Five day or less response (4 hour min.): $880 to $1,420
- Two day or less response (8 hour min.): $1,760 to $2,840

Travel & Living Expenses
- Transportation: Automobile mileage included in labor rates.
- 3-Phase Products: Automobile mileage at $0.75 per mile.
- 1-Phase Products: Actual.
- All others (air fare, car rental, tolls, etc.): Actual.
- Lodging & Meals: Portal to Portal (travel labor and mileage)

Calculation of Labor and Mileage Charges:

Materials/Spare Parts:
- Minimum billing: Current List Price
- $150 Domestic, $350 International

Parts Expedite Fees
- Mon. – Fri., Business Hours (8AM – 5PM): $150
- Mon. – Fri., After Business Hours (5PM – 8AM): $330
- Weekends and Holidays: $525

Freight Expense
- Freight – FOB Factory: $100 Minimum
- Same Day Delivery: $250 plus freight

Depot Repair Labor:
- Minimum Billing: $150 per hour
- Expediting Fee: $125

Note: 3-Phase products include Eaton BladeUPS, Best Power Unity UT3 310-360 models; 1-Phase products include Eaton 9155, Powerware 9150, Best Power Unity UT3K, UT8K
Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance
Scope of Work
Attachment R-2

This scope of work is shared by the following power quality equipment types: Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS). Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection
   a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
   b. Inspect all power connections for signs of overheating
   c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
   d. Inspect all DC capacitors for signs of leakage
   e. Inspect all AC capacitors for signs of leakage
   f. Inspect and inventory all customer-owned spare parts
   g. Inspect for, and perform as required, any open engineering changes
   h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters
   a. DC Ground Detection Offset (if applicable)
   b. Inverter leg current average balance (if applicable)
   c. Output filter current average phase balance
   d. Rectifier bridge current average leg balance
   e. AC Protection settings are checked
   f. DC Protection settings are checked
   g. Input and Output Frequency and Voltage Bandwidth settings are checked
   h. Verify DC filter capacitance
   i. Verify AC tank and trap filter capacitance
   j. Power Supply voltages and waveforms
   k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
   l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

3. External Operating Parameters
   a. System Input Voltages (all phases)
   b. System Input Currents (all phases)
   c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
   d. Rectifier phase on and walk up
   e. Inverter phase on and walk up
f. Adjust all panel meters to measured values

g. System Bypass Voltages (all phases)

h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)

i. Outage simulation, and battery capability testing, and verify charger current limit

j. Generator operation and interface verification (if applicable)

4. Environmental Parameters

a. UPS area ambient temperature and condition of ventilating equipment

b. General Cleanliness of UPS Power Module

c. General Cleanliness of UPS area

d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

e. Clean outside of UPS including control panel/CRT screen

f. Flywheel only: Drain oil and change oil and filters NOTE: One (1) oil and filter change per year.

5. Battery Cabinet Checks

a. General appearance of Battery System (all types)

b. General cleanliness of Battery System area (all types)

c. Inspect cells for physical abnormalities

d. Inspect all DC connections for abnormalities

e. Battery System area ambient temperature and condition of ventilating equipment

f. For internal batteries only measure and record:

   i. Overall battery float voltage

   ii. Charger output current and voltage

   iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier

   iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Monitoring System Parameters

a. Alarm archive review and printing

b. Alarm lamp test-local and remote (if applicable)

c. Replace all open monitor bulbs

d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system

e. Review Battery Test in history (if applicable)

7. General

a. Customer Consultation

b. Verbal Recommendations

c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton Valve Regulated (Sealed) Battery System
Preventive Maintenance Scope of Work
Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>100W/Jar</th>
<th>100W+/Jar</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Measure and Record the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Individual cell/battery float voltages or overall float voltage</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Charger output current and voltage</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3. AC ripple current and voltage imposed on the battery</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Connection Resistance of 100% of the inter cell/battery connection</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Ambient temperature and ventilation status</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Negative terminal temperature of all cells/batteries</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>B. Visually inspect conditions and appearance of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Connection terminals inter cell/battery connectors, cables and associated hardware</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Cell/battery covers, containers, and post seals</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Battery racks or cabinets and associated components and hardware for structural integrity</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Battery monitoring equipment (if present)</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Cell/battery jar or cover, noting any excessive distortion</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>C. Perform cleaning of all accessible surfaces as required</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>D. Performed Once Per Calendar Year:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The yearly maintenance procedure should include all of the above with the addition of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Measure and record the connection resistance of 100% of the inter cell/battery connections.</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Refurbish and re-torque any connection where the resistance is above 20% of the average.</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>E. Reporting Each Preventive Maintenance Visit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer’s site.</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. A detailed report containing all readings and observations will be sent to the customer within five business days.</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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Eaton UPS Flex Onsite Service Parts and Labor Coverage
Scope of Work
Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Electronics Corrective Maintenance Coverage</th>
<th>Battery Corrective Maintenance Coverage</th>
<th>Tech Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eaton 3 Phase UPS</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Eaton 1 Phase UPS</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Eaton DC</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Eaton PDU/PDR/RPP/STS</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Flywheel</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Non Eaton equipment (MVS)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

1. **Electronics Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or “Power Module” shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers’ warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or “major maintenance” per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 93PM, 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC capacitors).
2. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):**
   Inspection and repair of the internal battery portion of the UPS (or other equipment type), or
   "Internal Battery" shall be performed as needed during the contracted period of maintenance at
   no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and
   be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts
   replacement, adjustments and repairs. External battery coverage, if applicable, must be
   purchased separately if external batteries or battery cabinets exist.

3. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be
   available to answer product or support questions.

4. **Customer Web Account Access:** Contractor will provide Purchaser with web-based access to
   account information and site service records. Access will be password restricted for maximum
   security of Purchaser records. A history of service performed, as well as scheduled service calls
   will be available.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power
Module in accordance with the published operating specifications for the Power Module at the time of
purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery
System in strict accordance with the Battery System manufacturer’s recommended maintenance
guidelines.

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Eaton UPS Flex Service Plan
Time and Material, Spare Part Kits and Field Upgrade Discounts
Scope of Work
Attachment R-33

1. **Discounts on spare part kits and field upgrades** - If optionally purchased by Customer in conjunction with either scheduled preventive maintenance visit(s) or an on-site corrective maintenance Power Module Service Agreement of the same duration, Contractor will provide a 30% discount on optional spare part kits (not individual parts) and any field upgrade or modification performed by Eaton®. Spare part kits are defined as an “A”, “B”, “C” or “D” level spare kit comprising between 80% and 10% of the replaceable parts for a specific Eaton product.

2. **Time and Material (T&M) services** – standby scheduled T&M services are eligible for a 30% discount per contractor's prevailing X-1 T&M Rate Schedule; recertification and custom quoted (fixed price) services are excluded.

3. **Battery replacements excluded** – partial and full battery updates are ineligible for discounts.

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Eaton Ancillary Device Parts and Labor Coverage
Scope of Work
Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

**Covered ancillary device types** (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):
- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

**Covered components** within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

**Excluded components** within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

**Excluded ancillary device types** (parts and labor coverage may be optionally purchased):
- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit
- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance
Scope of Work
Attachment R-2

This scope of work is shared by the following power quality equipment types: Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS). Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection
   a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
   b. Inspect all power connections for signs of overheating
   c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
   d. Inspect all DC capacitors for signs of leakage
   e. Inspect all AC capacitors for signs of leakage
   f. Inspect and inventory all custom-owned spare parts
   g. Inspect for, and perform as required, any open engineering changes
   h. If work is completed under a PowerTrust® Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters
   a. DC Ground Detection Offset (if applicable)
   b. Inverter leg current average balance (if applicable)
   c. Output filter current average phase balance
   d. Rectifier bridge current average leg balance
   e. AC Protection settings are checked
   f. DC Protection settings are checked
   g. Input and Output Frequency and Voltage Bandwidth settings are checked
   h. Verify DC filter capacitance
   i. Verify AC tank and trap filter capacitance
   j. Power Supply voltages and waveforms
   k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
   l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

3. External Operating Parameters
   a. System Input Voltages (all phases)
   b. System Input Currents (all phases)
   c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
   d. Rectifier phase on and walk up
   e. Inverter phase on and walk up
f. Adjust all panel meters to measured values

g. System Bypass Voltages (all phases)

h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)

i. Outage simulation, and battery capability testing, and verify charger current limit

j. Generator operation and interface verification (if applicable)

4. Environmental Parameters

   a. UPS area ambient temperature and condition of ventilating equipment
   b. General Cleanliness of UPS Power Module
   c. General Cleanliness of UPS area
   d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
   e. Clean outside of UPS including control panel/CRT screen
   f. Flywheel only: Drain oil and change oil and filters NOTE: One (1) oil and filter change per year.

5. Battery Cabinet Checks

   a. General appearance of Battery System (all types)
   b. General cleanliness of Battery System area (all types)
   c. Inspect cells for physical abnormalities
   d. Inspect all DC connections for abnormalities
   e. Battery System area ambient temperature and condition of ventilating equipment
   f. For internal batteries only measure and record:
      i. Overall battery float voltage
      ii. Charger output current and voltage
      iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
      iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Monitoring System Parameters

   a. Alarm archive review and printing
   b. Alarm lamp test-local and remote (if applicable)
   c. Replace all open monitor bulbs
   d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
   e. Review Battery Test in history (if applicable)

7. General

   a. Customer Consultation
   b. Verbal Recommendations
   c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton PredictPulse™ Remote Monitoring Service
Scope of Work (SOW)
Attachment R-32

The terms and conditions in this SOW are in addition to and are incorporated by reference into the T-0 Service Agreement – Terms and Conditions (“Service Agreement”). Terms that are capitalized in this SOW shall have the same meaning ascribed to them in the Service Agreement, unless stated otherwise in this SOW. In case of any conflict between this SOW and the Service Agreement, the terms and conditions of this SOW shall control.

DEFINITIONS. The following terms shall have the following meanings whenever used in this SOW:

“PredictPulse Service” means Contractor’s PredictPulse™ remote monitoring service, which includes the collection of status, alarm, and performance information and data from network-connected Covered Equipment, and the analysis and monitoring of such information and data to provide alarm notifications and reports to Customer and/or its Users.

“Equipment Data” means all Covered Equipment status, alarm, and performance information and data that is collected, analyzed, generated, displayed, and reported in connection with the PredictPulse Service and all information and data about Customer’s and/or its Users’ use of, and interaction with, the PredictPulse Service. For avoidance of doubt, Equipment Data does not include any Personal Data or any information or data relating to the identity of Customer, which would specifically link or associate Customer with such Covered Equipment status, alarm, and performance data or such use and interaction data.

“Customer Equipment Data” means Equipment Data combined with any information or data that is inputted into the PredictPulse Service by a User relating to the identity of Customer, which specifically links or associates Customer with the Equipment Data.

“Personal Data” means all personally identifiable information and data relating to employees or agents of Customer, Users, or other individuals, including without limitation, the name, title, employer, address(es) (residential and/or business), email address(es) (personal and/or business), and phone number(s) (personal and/or business) of such employees, Users, and other individuals, which is inputted into the PredictPulse Service by Users.

“User” means any individual who uses or accesses the PredictPulse Service on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

1. PredictPulse Service Description and Customer Requirements
1.1 Contractor will provide the PredictPulse Service on subscribed Covered Equipment. The PredictPulse Service shall include alarm notifications via a dashboard, mobile application, and monthly report summarizing alarms and Equipment Data.
   a. Access to the PredictPulse Service shall be from Contractor’s web portal and include Covered Equipment status, alarms, reports and service history.
   b. Contractor’s obligation shall be to enable enrollment in the PredictPulse Service by Customer, validation of the PredictPulse Service, and to notify Customer contact when a critical alarm occurs.
   c. Contractor will remotely diagnose critical alarms and if appropriate, resolve emergency events as if Customer has requested Covered Equipment Service, enabling Contractor to arrive at the location of the Covered Equipment per the contracted CPM hours. If subscribed
Covered Equipment has no contracted Covered Equipment Service coverage other than the PredictPulse Service, Contractor’s obligation will solely be to notify Customer contact when a critical alarm occurs.

d. Display and availability Equipment Data will vary and depend on the Covered Equipment, connectivity equipment and access to Customer provided network.

1.2 The PredictPulse Service will only be available if Customer provides and supports a CAT5 LAN/Ethernet cable connected to Customer’s email server or equivalent network (along with necessary network configuration information (including IP addresses) to facilitate connectivity).

1.3 Covered Equipment will continue to transmit Customer Equipment Data to Contractor until Customer disconnects or disables the network connection. Upon termination of the PredictPulse Service, Customer is responsible for disconnecting or disabling any Covered Equipment from Customer’s network connection. Contractor will not be responsible for notifying or reminding Customer that it must disconnect or disable any Covered Equipment from Customer’s network connection after termination of the PredictPulse Service. Contractor will continue to own the Equipment Data and not incur any liability as a result of Customer’s failure to disconnect or disable any Covered Equipment from the network connection.

1.4 Customer shall register at www.my.eaton.com with a valid email address, self-maintain a complex password, and contact information in order to access the PredictPulse Service.

1.5 Connectivity Equipment Excluded – Customer shall be responsible for purchasing and/or upgrading compatible connectivity equipment required to support the PredictPulse Service.

1.6 Parts and labor coverage for all Covered Equipment is separate from the PredictPulse Service.

2. Data

2.1. Unless it receives Customer’s prior written consent, Contractor: (a) shall not disclose to third parties or publish Customer Equipment Data and (b) shall not intentionally grant any third party access to Customer Equipment Data. Notwithstanding the foregoing, Contractor may disclose Customer Equipment Data as required by applicable law or by proper legal or governmental authority. Contractor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer’s expense.

2.2. Contractor shall own all Equipment Data and all results from processing such data, including without limitation, compilations and derivative works of such data. Contractor may use such Equipment Data for any purpose, including without limitation, for data mining, analysis and trending purposes, and may disclose Equipment Data to third parties without Customer’s consent for any purpose, including without limitation, for comparison and reliability reporting.

2.3. Contractor collects Personal Data from Users of the PredictPulse Service for the purpose of allowing Eaton to provide the PredictPulse Service to Customer. Contractor does not sell Personal Data disclosed to it through the PredictPulse Service, but it may transfer such Personal Data outside of the United States and share the information with third parties that Contractor retains to provide services on its behalf and to Contractor’s sales representatives, which include third parties. In addition, Contractor may disclose Personal Data it collects as required by law, an arbitral body, a court of competent jurisdiction, a law enforcement agency, or any other government agency, and may disclose personal information it collects when it believes it is appropriate to prevent physical or financial loss or in connection with an investigation of suspected or actual illegal activity. If a User desires to withdraw its consent to Contractor’s use of his/her Personal Data in connection with the PredictPulse Service, such User can submit a request to Contractor to remove his/her Personal Data from the PredictPulse Service at the following email address: iam@eaton.com or auto link mailto:iam@eaton.com, specifying removal of your Personal Data from the PredictPulse Service. Following receipt of such request, Contractor will remove all of such User’s Personal Data from the PredictPulse Service. If a User withdraws his/her consent to Contractor’s
use of Customer’s Personal Data as described in this Agreement, Contractor may terminate such User’s
Customer’s access to the PredictPulse Service. To the extent that a User inputs or otherwise provides in
the PredictPulse Service the Personal Data of another individual, whether or not an employee of
Customer or whether or not such individual is another User of the System ("Other Individual"), Customer
represents that it has obtained such Other Individual’s prior written consent to: 1) allow such User to input
such Other Individual’s Personal Information into the PredictPulse Service and 2) the foregoing Personal
Data privacy terms. Customer shall have sole responsibility for any violation of privacy laws as a result of
its failure to obtain the Other Individual’s prior written consent as described in the preceding sentence.

2.4. Contractor makes no warranty regarding, and has no obligation with respect to, the accuracy,
completeness, or omissions of any Customer Equipment Data or any report, alarm, notification, or
recommendation generated or not generated by the PredictPulse Service based on the Customer
Equipment Data. Customer must use reasonable judgment in interpreting this data and information, and
contact his or her local Eaton sales representative or Contractor Technical Support with any questions.

2.5. Customer recognizes and agrees that hosting data online involves risks of unauthorized
disclosure or exposure and that, in accessing and using the PredictPulse Service, Customer assumes
such risks. To the extent permitted by law, Contractor offers no representation, warranty, or guarantee
that Customer Equipment Data and/or Personal Data will not be exposed or disclosed through errors or
the actions of third parties.

3. Customer Restrictions
3.1. Customer shall not: (a) use the PredictPulse Service for any purpose other than for its intended
purpose or otherwise misuse the PredictPulse Service; (b) provide PredictPulse Service passwords or
other log-in information to any third party; (c) share non-public PredictPulse Service features or content
with any third party; (d) access the PredictPulse Service in order to build a competitive product or service,
to build a product using similar ideas, features, functions or graphics of the PredictPulse Service, or to
copy any ideas, features, functions or graphics of the PredictPulse Service; (e) attempt to penetrate or
disable any security system, or intentionally distribute a computer virus, launch a denial of service attack,
or in any other way attempt to interfere with the functioning of the PredictPulse Service, including without
limitation any computer, communications system, or website associated therewith; or (f) attempt to access
or otherwise interfere with the accounts of other users of the PredictPulse Service. In the event that it
suspects any breach of the requirements of this Section 3.1, including without limitation by Users,
Contractor may suspend Customer’s use of the PredictPulse Service without advanced notice, in addition
to such other remedies as Contractor may have. This Agreement does not require Contractor to take any
action against Customer or any User or other third party for violating this Section 3.1 or this Agreement,
but Contractor is free to take any such action it sees fit.

PredictPulse and Eaton are trademarks of Eaton Corporation.
VRLA Battery Replacement Guidelines
Scope of Work
Attachment R-9

VRLA Batteries will be considered for replacement when:
- The battery voltage falls outside of its recommended operating range and fails to respond to corrective action.
- The battery’s internal ohmic value deviates by more than 20% from the average of all of the connected cells/units and fails to respond to corrective action.
- Battery failures which are identified as having 80% or less of manufacturer’s rated capacity.
- When evidence of electrolyte is found on the battery case/jar and repair or cleanup is ineffective.
- When there is damage to the battery case/jar that is due to an internal failure.

VRLA Battery Strings will be considered for replacement when:
- More than 20% of the total connected cells/units fail under one or more of the individual replacement guidelines at one time and fail to respond to corrective action.

Eaton is a trademark of Eaton Corporation.
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: Kyle Schooley
Print Name & Title: Inside Sales Team Lead
Company Name: Eaton Corporation
Date Signed: 2-14-2020

NOTARIZATION

THE STATE OF NC
COUNTY OF Wake

BEFORE ME, the undersigned notary public on this day personally appeared Kyle Schooley, on behalf of Eaton Corporation (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 14th day of Feb, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF NC

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 #
Resolution -- Approving and Accepting the Bid of Ad-A-Staff, Inc., in an Amount Not to Exceed $350,000.00 for Temporary Personnel Services

Administrative Comments
1. This item is recommended by the Human Resources Department.

2. **Impact:** Use of temporary personnel enables the city to respond to fluctuating staffing needs and demands in an efficient and cost effective manner in order to ensure there are no delays or disruption of service to customers.

3. The contract includes access to five additional personnel categories that were not available through the city’s previous contract for temporary personnel services. These categories are accounting/finance, customer/community service, program/project management, professional management, and technical. Due to the addition of these categories, which are primarily professional in nature, a relatively high not to exceed amount has been established to accommodate their usage. At the end of the first year, contract usage will be evaluated and may result in a revision in the contract value for subsequent renewal terms.

4. This award establishes an annual contract for the continuation of providing temporary personnel services on an as-needed basis. The contract is eligible for two renewals, each for a one-year period of time.

5. Minority and/or Woman-Owned Business Enterprise participation in this award is 100%.

6. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

7. Because this contract runs from March 2020 through February 2021, 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>Ad-A-Staff, Inc.</td>
<td>3/1/2020 – 2/28/21</td>
<td>$204,166.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$145,834.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$350,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>
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

Purchasing sent solicitations notices for ITB #038D-20F to 266 vendors, 158 of whom were MWBE or HUB vendors. Twenty-four responses were received, 20 of which were from MWBE or HUB vendors. The bidder scoring the highest points based on the evaluation criteria established in this Best Value Bid meets specifications and performance criteria and is being recommended for award. Award of Contract #42000391 is for one year with two, one-year renewal options. Pricing is reasonable and within budget.

ATTACHMENTS:

Ad-A-Staff TGC 2270   (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Various   Budget: $204,166.00    Actual: $204,166.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared:  2/4/2020 06:04 PM by Darlene Humphries
Last Updated:  2/12/2020 02:45 PM by Jerry Perry
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10817)

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 Ad-A-Staff, Inc., in the estimated amount of $204,166.00 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $145,834.00 for the period of October 1, 2020, through February 28, 2021, subject to funds being appropriated in Fiscal Years 2020-21; however, expenditures shall not exceed $350,000.00 for the period beginning March 1, 2020, and ending February 28, 2021, for Temporary Personnel Services.

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.


____________________________
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

Please read both pages.

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: 
Sue Beets

Title: Reg. Vice President

Company Name: 
Ad-A-Staff

Date Signed: 
11/13/2019

NOTARIZATION

THE STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned notary public on this day personally appeared 

Sue Beets, on behalf of Ad-A-Staff, Inc. (Company Name), 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 13th day of November, 2019.

ANGELA ROEPKEN

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #038D-20F

LSR #__________
Resolution -- Authorizing As-Needed Expenditures from Hoyt Breathing Air Products, in an Amount Not to Exceed $50,000.00 for the Purchase of Parts and Maintenance Services through the City of Frisco Interlocal Cooperative Purchasing Agreement

Administrative Comments

1. This item is recommended by the Fire Department.

2. **Impact:** Irving Fire Department (IFD) Self-Contained Breathing Apparatus (SCBA) and related equipment are serviced and repaired through this agreement. Hoyt Breathing Air Products (Hoyt) provides parts and service for the breathing air compressors located at fire station 2 and 11. These breathing air compressors refill SCBA bottles as they become depleted through fire responses and training. This service is imperative and allows our firefighters to operate safely in hazardous atmospheres per National Fire Protection Association (NFPA) standards.

   In addition, IFD personnel are trained to repair all of our SCOTT SCBA airpacks, and conduct semi-annual, routine-maintenance of these airpacks. The parts utilized for the SCOTT airpacks repairs are available through Hoyt under this contract.

3. A Vendor Member Contract between the City of Irving and Hoyt Breathing Air Products was approved on June 6, 2019 by RES-2019-203 for as-needed purchases. The contract supports utilization of City of Frisco Contract No. 1901-036 for parts and maintenance, to include, services for breathing air compressors, which has been renewed by City of Frisco for the period of March 5, 2020 through March 4, 2021.

4. The SCOTT SCBA bottles and related equipment are an integral part of the Fire Department’s breathing apparatus and protective gear. It allows firefighters to perform their duties in Immediately Dangerous to Life or Health (IDLH) atmospheres, to include fire extinguishment and overall, hazardous materials response and any other incidents where necessary for the safety of firefighters.

5. These as-needed expenditures will assist in maintaining Fire Department compliance with the National Fire Protection Agency (NFPA) Standard 1981 SCBA for Emergency Services.

6. Funding 2019-20 is available in the Fire Department Budget within the General Fund while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Estimated Amount</th>
<th>Fiscal Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$25,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td><strong>TOTAL NOT TO EXCEED AMOUNT</strong></td>
<td></td>
<td><strong>$50,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Action:</th>
<th>Council Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>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: Purchases made under Contract No. 1901-036 for parts and maintenance services which expires on March 4, 2020 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. These as-needed expenditures will be tracked under Contract #42000402. Pricing is reasonable and within budget.

ATTACHMENTS:

City of Frisco Contract Renewal Letter  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

10012503-620011  Budget: $25,000.00  Actual: $25,000.00

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/4/2020 01:21 PM by Jerry Perry
Last Updated: 2/21/2020 08:46 AM by Jerry Perry
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 City of Frisco on January 14, 2010;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Hoyt Breathing Air Products, in an estimated amount of $25,000.00 for the period of March 5, 2020, through September 30, 2020, and in the estimated amount of $25,000.00 for the period of October 1, 2020, through March 4, 2021, subject to funds being appropriated in Fiscal Year 2020-21; however expenditures shall not exceed $50,000.00 for the period of March 5, 2020, through March 4, 2021 for Parts and Maintenance Services, utilizing City of Frisco Contract No. 1901-036.

SECTION II. THAT funding for these expenditures is available 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
December 5, 2019

Hoyt Breathing Air Products
252 East Hwy 2/5
West Tawakoni, TX 75474
800-447-3385
hbap2carol@aol.com
Carol Deming

Best Value Bid #1901-036 SCBA
Awarded: 03/05/2019
Contract Renewal Period: 03/05/2020 – 03/04/2021

Dear Carol,

The City of Frisco is requesting a one year renewal to continue your services under the same terms and conditions on the above referenced contract. The City will issue Purchase Orders to you as necessary. This is the first of four optional one year renewals.

Please acknowledge acceptance of this renewal by signing and returning it to the Purchasing Division via email to Steve Cone, scone@friscotexas.gov or you may fax to 972.292.5586.

Melissa Woodard
Date

We look forward to a continued successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5542.

Sincerely,

Steve Cone, CPPB
Senior Buyer
Resolution -- Approving and Accepting the bid of Whitmore & Sons, Inc., in the Total Estimated Amount of $294,835.68 for Landscape Maintenance of Medians, Parkways, and Public Grounds

Administrative Comments
1. This item has been recommended by the Parks & Recreation Department.

2. **Impact:** Landscape maintenance services help to enhance the visual impression of the city by sustaining medians, parkways, and selected public grounds. Selected properties also receive planting bed maintenance, shrub and tree trimming services. These areas encompass an estimated 287.42 acres and 4.30 miles of roadway landscape.

3. This award establishes an annual contract for the continuation of providing landscape maintenance of medians, parkways, and public grounds. This contract is for one-year with two, two-year renewals options.

4. Additional pricing has been provided under this contract award to accommodate unforeseen maintenance needs for property additions not specifically designated in the specifications.

5. Funding is available in the Parks and Recreation Department budget within the General Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Est. Exp. FY 2019-20</th>
<th>Est. Exp. FY 2020-21</th>
<th>Total Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitmore &amp; Sons, Inc.</td>
<td>3/1/20 – 2/28/21</td>
<td>$196,302.32</td>
<td>$48,533.36</td>
<td>$244,835.68</td>
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<tr>
<td></td>
<td></td>
<td>$40,000.00</td>
<td>$10,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$236,302.32</td>
<td>$58,533.36</td>
<td>$294,835.68</td>
</tr>
</tbody>
</table>

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** No  
**Review Completed By:** N/A  
**Previous Action:** N/A  
**Council Action:** N/A

**Discretionary Contract Disclosure Form Required:** No  
**Certificate of Interested Parties Form Required:** Yes

**TGC 2270 Verification Form Required:** Yes

**Comments:** Purchasing sent solicitation notices for ITB #054R-20F to 737 vendors, of which
were M/WBE or HUB vendors. Six responses were received, one of which was from an M/WBE or HUB vendor. The proposal from Whitmore & Sons, Inc., scored the highest points based on evaluation criteria established in the Best Value Bid and is being recommended for award. Award of Contract #42000395 is for one year with two, two-year renewal options. Pricing is reasonable and within budget.

The evaluation criteria for selection were as follows:

Price (40%), Operational Plan (35%), and Experience/References (25%).

**ATTACHMENTS:**

054R-20F Landscape Mowing Response Summary (PDF)
TGC 2270 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

10013002-620008  Budget: $236,302.32  Actual: $236,302.32
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Prepared: 2/8/2020 08:53 AM by Rashmi Kulkarni
Last Updated: 2/21/2020 08:49 AM by Rashmi Kulkarni
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 Whitmore & Sons, Inc., in the estimated amount of $236,302.32 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $58,533.36 for the period of October 1, 2020, through February 28, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for Landscape Maintenance of Medians, Parkways, and Public Grounds, and awards the contract to said company.

SECTION II. THAT funding for these expenditures is available in the Parks & Recreation 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.


_________________________________________

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>Extended Unit</th>
<th>Unit</th>
<th>Extended Unit</th>
<th>Unit</th>
<th>Extended Unit</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7-day Mowing Cycle Properties</td>
<td>36</td>
<td>CYCLES</td>
<td>$3,105.90</td>
<td>$111,812.40</td>
<td>$4,863.687</td>
<td>$175,092.72</td>
<td>$4,905.18</td>
<td>$176,586.48</td>
<td>$6,955.56</td>
<td>$250,400.16</td>
<td>$9,187.38</td>
<td>$330,745.68</td>
<td>$660,950.19</td>
<td>$23,794,206.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Mowing, String Trimming, Curb Edging, Blowing Litter Control per specifications for properties described in Exhibit A</td>
<td>65.6</td>
<td>ACRES</td>
<td>$36.25</td>
<td>$57.05</td>
<td>$84.00</td>
<td>$103.00</td>
<td>$9,250.00</td>
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<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Mowing, String Trimming, Curb Edging, Blowing Litter Control, Planting Bed Maintenance per specifications for properties described in Attachment A</td>
<td>20.1</td>
<td>ACRES</td>
<td>$36.25</td>
<td>$55.84</td>
<td>$72.00</td>
<td>$121.00</td>
<td>$2,713.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>14-day Mowing Cycle Properties</td>
<td>12</td>
<td>CYCLES</td>
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<td>$3,103.082</td>
<td>$37,237.00</td>
<td>$4,905.18</td>
<td>$176,586.48</td>
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<td>$250,400.16</td>
<td>$9,187.38</td>
<td>$330,745.68</td>
<td>$660,950.19</td>
<td>$23,794,206.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Mowing, String Trimming, Curb Edging, Blowing Litter Control per specifications for properties described in Exhibit A</td>
<td>64.5</td>
<td>ACRES</td>
<td>$36.25</td>
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<tr>
<td>2.2</td>
<td>Mowing, String Trimming, Curb Edging, Blowing Litter Control per specifications for properties described in Exhibit A</td>
<td>4.3</td>
<td>MILES</td>
<td>$47.50</td>
<td>$156.08</td>
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<td>CYCLES</td>
<td>$145.00</td>
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<td>60-day - Trimming of shrubs, ground covers and ornamental trees at the Valley Branch Library, per specifications, as described in Exhibit A</td>
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Whitmore and Sons: Total Price $294,835.68
Greener Pastures LLC: Total Price $413,488.92
Coast To Coast Contracting: Total Price $484,593.63
SLM Landscaping & Tree Service: Total Price $595,821.24
Good Earth Corporation: Total Price $725,139.88
Altescape Group, LLC: Total Price $57,815,992.15
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: Brandon Long
Title: Chief Operating Off
Company Name: Whitmore & Sons, Inc
Date Signed: 1-15-2020

NOTARIZATION

THE STATE OF Texas
COUNTY OF Tarrant

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of Whitmore & Sons, Inc (Company Name), 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 15th day of January, 2020.

DEBORAH R SALCIDO
Notary Public, State of Texas
Comm. Expires 10-24-2020
Notary ID 12870387-0

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract # 054R-20F
LSR #

Attachment: TGC 2270 (10820 : 14P30 AWD Landscape Maintenance of Med, Pkwy's & Pub Grounds)
Resolution -- Renewing the Contract with SLM Landscaping and Maintenance, in the Total Estimated Amount of $519,944.44 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: Landscape maintenance services help to enhance the visual impression of the city by providing mowing and litter control on city rights of way and public properties.
3. This renewal establishes the continuation of a contract to provide mowing and litter control on city rights of way and public properties. This is the first of two, two-year renewal options. The current contract expires on February 29, 2020.
4. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.

<table>
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<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
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<td>2019-20</td>
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<td>$58,885.26</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$519,944.44</strong></td>
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Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: 2019-80
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; pricing remains the same. This is the first of two, two-year renewal options. These expenditures will be tracked using Contract #42000012.

ATTACHMENTS:

070D-19F Renewal Summary (PDF)
CURRENT YEAR FINANCIAL IMPACT:

10013002-620008   Budget: $146,735.80   Actual: $146,735.80
10055502-640093   Budget: $  29,351.16   Actual: $  29,351.16
Various           Budget: $  25,000.00   Actual: $  25,000.00

Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/9/2020 09:15 AM by Rashmi Kulkarni
Last Updated: 2/12/2020 04:08 PM by Jerry Perry
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Whitmore & Sons, Inc., in the estimated amount of $201,086.96 for the period of March 1, 2020, through September 30, 2020, in the estimated amount of $259,972.22 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $58,885.26 for the period of October 1, 2021, through February 28, 2022, subject to funds being appropriated in Fiscal Years 2020-21 and 2021-22, for Mowing & Litter Control on City Rights of Way and Public Properties.

SECTION II. THAT funding for these expenditures is available in the Parks & Recreation 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.


_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
# Renewal Summary

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Resolution -- Renewing the Contract with Edko, LLC, in the Total Estimated Amount of $53,600.00 and with TruGreen Lawncare in the Total Estimated Amount of $130,400.00 for Chemical Weed and Pest Control for Park Areas and Drainage Channels

**Administrative Comments**

1. This item has been recommended by the Parks & Recreation Department.

2. **Impact:** Essential chemical weed and pest control service for treatment of city parks, athletic fields and drainage channels by professionally licensed individuals ensures that these areas are maintained in optimal conditions for city residents.

3. Additional funding is included in this contract to accommodate unforeseen maintenance needs for properties not specifically designated in the specifications.

4. This renewal establishes the continuation of a contract to provide chemical weed and pest control for park areas and drainage channels. This is the first of two, two-year renewal options. The current contract expires February 29, 2020.

5. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.

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**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** 2019-79
- **Council Action:** Approved Award
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties Form Required:** No
- **Comments:** Services provided by the vendors meet specifications and performance criteria; pricing remains the same. This is the first of two, two-year renewal options for Contract #42000013-A and #42000013-B.
CURRENT YEAR FINANCIAL IMPACT:

10013002-620008  Budget: $40,200.00  Actual: $40,200.00
Various Budgets  Budget: $20,000.00  Actual: $20,000.00

Purchase orders will be issued as needed for annual contracts.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/9/2020 08:22 PM by Rashmi Kulkarni
Last Updated: 2/18/2020 09:23 AM by Rashmi Kulkarni
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Edko LLC, for Section I. Drainage Channels, in the estimated amount of $19,900.00 for the period of March 1, 2020, through September 30, 2020, in the estimated amount of $26,800.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $6,900.00 for the period of October 1, 2021, through February 28, 2022 and with TruGreen Lawncare for Section II. Park Areas, in the estimated amount of $40,300.00 for the period of March 1, 2020, through September 30, 2020, in the estimated amount of $65,200.00 for the period of October 1, 2020, through September 30, 2021, and in the estimated amount of $24,900.00 for the period of October 1, 2021, through February 28, 2022, subject to funds being appropriated in Fiscal Years 2020-21 and 2021-22, for chemical weed and pest control for park areas and drainage channels.

SECTION II. THAT funding is available in the Parks & Recreation 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.


__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
# CITY OF IRVING, TEXAS

Chemical Weed & Pest Control for Park Areas and Drainage Channels

ITB Number: 076D-19F

Closing Date: January 28, 2019

Darlene Humphries, Purchasing Manager 972.721.3752

Renewal Summary

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Total Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SECTION I - MUST BID ALL LINE ITEMS 2-5 TO</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>Chemical Weed Control in Drainage Areas</td>
<td>1</td>
<td>EA</td>
<td>No Bid</td>
<td>$26,800.00</td>
<td>$26,800.00</td>
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<tr>
<td>2.1</td>
<td>FIRST APPLICATION - Lump sum bid for chem</td>
<td>1</td>
<td>LUMP SUM</td>
<td>No Bid</td>
<td>$4,400.00</td>
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<td>2.2</td>
<td>SECOND APPLICATION - Lump sum bid for chem</td>
<td>1</td>
<td>LUMP SUM</td>
<td></td>
<td>$6,200.00</td>
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<tr>
<td>2.3</td>
<td>THIRD APPLICATION - Lump sum bid for chem</td>
<td>1</td>
<td>LUMP SUM</td>
<td>No Bid</td>
<td>$6,200.00</td>
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<td></td>
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<tr>
<td>2.4</td>
<td>CONTINGENCY</td>
<td>1</td>
<td>LUMP SUM</td>
<td>No Bid</td>
<td>$10,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Per Acre Price for Added or Deleted Areas</td>
<td>1</td>
<td>ACRE</td>
<td>No Bid</td>
<td>$105.00</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Per Acre Price for Special Applications (Spot)</td>
<td>1</td>
<td>ACRE</td>
<td>No Bid</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Per Acre Price for Special Applications (Spot)</td>
<td>1</td>
<td>ACRE</td>
<td>No Bid</td>
<td>$120.00</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>SECTION II - MUST BID ALL LINE ITEMS 7-12 TO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Chemical Weed Control in Drainage Areas</td>
<td>1</td>
<td>PKG</td>
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<td>$65,200.00</td>
<td>$66,400.00</td>
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<tr>
<td>7.1</td>
<td>Chemical pre-emerge (“Princep” or “Pre-M”)</td>
<td>2</td>
<td>APPLICATIO</td>
<td></td>
<td>$6,334.00</td>
<td>$7,100.00</td>
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<tr>
<td>7.2</td>
<td>Chemical pre-emerge (“Barricade”) weed con</td>
<td>1</td>
<td>APPLICATIO</td>
<td></td>
<td>$6,333.00</td>
<td>$6,900.00</td>
<td></td>
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<tr>
<td>7.3</td>
<td>Late summer and early fall applications of ch</td>
<td>2</td>
<td>APPLICATIO</td>
<td></td>
<td>$6,000.00</td>
<td>$6,800.00</td>
<td></td>
</tr>
<tr>
<td>7.4</td>
<td>Broadcast application of “Advion” fire ant ba</td>
<td>3</td>
<td>APPLICATIO</td>
<td></td>
<td>$4,733.00</td>
<td>$3,900.00</td>
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<tr>
<td>7.5</td>
<td>CONTINGENCY</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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</tr>
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<td>8</td>
<td>Per acre cost for selected spot application of</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td>$90.00</td>
<td></td>
<td></td>
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<td>9</td>
<td>Per acre cost for chemical pre-emerge (“Prin”</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td>$75.00</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>Per acre cost for chemical pre-emerge (“Barr</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td>$75.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Per acre cost for late summer or early fall ap</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td>$300.00</td>
<td>$228.00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Per acre cost for broadcast application of “Ac</td>
<td>1</td>
<td>ACRE</td>
<td></td>
<td>$75.00</td>
<td>$42.00</td>
<td></td>
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<tr>
<td>13</td>
<td>SECTION III - Will apply to Sections I and/or II</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Markup percentage to be applied to contract</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>40.000000</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Labor cost per hour, including application eq</td>
<td>1</td>
<td>HOUR</td>
<td></td>
<td>$100.00</td>
<td>$120.00</td>
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</tr>
<tr>
<td>16</td>
<td>Questionnaire</td>
<td>1</td>
<td>EA</td>
<td></td>
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</tr>
</tbody>
</table>
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Musco Sports Lighting, LLC, and Authorizing As-Needed Expenditures in the Total Estimated Amount of $550,000.00 for Parks & Recreation Equipment Field Lighting Products and Installation through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments
1. This item is recommended by the Parks & Recreation Department and the Financial Services Department – Purchasing Division.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Musco Sports Lighting, LLC, for utilization of BuyBoard Contract No. 592-19 which expires on September 30, 2020, will allow the city to obtain field lighting products and installation under the best possible terms and conditions for the city.

3. These purchases for lighting systems and repairs, will ensure that Parks and Recreation facilities are equipped with safe, essential and progressive lighting components for our customers.

4. Funding for Fiscal Year 2019-20 is available in the Parks & Recreation Department budget within the General Fund and in the Park Improvement Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musco Sports Lighting, LLC</td>
<td>3/1/20-9/30/20</td>
<td>$50,000.00</td>
<td>General</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000.00</td>
<td>Park Improvement</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$550,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**
The resolution be approved.

**ADDITIONAL COMMENTS:**
- **Contract Required:** Yes
- **Review Completed By:** Carolyn Matthis
- **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 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 8, 2007. Purchases under Contract No. 592-19 which expires on September 30, 2020 meet 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. These as-needed expenditures will be tracked using Contract #42000396.

ATTACHMENTS:

VM contract  (PDF)
TGC 2270  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>40123002-700015 - 30CIP16002-CONS-PK</td>
<td></td>
<td>Budget: $500,000.00 Actual: $500,000.00</td>
<td></td>
</tr>
<tr>
<td>10013002-620015</td>
<td></td>
<td>Budget: $ 50,000.00 Actual: $ 50,000.00</td>
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</tr>
</tbody>
</table>

Purchase orders will be issued as needed. Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/9/2020 09:48 PM by Rashmi Kulkarni
Last Updated: 2/21/2020 08:45 AM by Rashmi Kulkarni
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10825)

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 8, 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 Musco Sports Lighting, LLC, and authorizes as-needed expenditures in the total estimated amount of $550,000.00 for the period of March 1, 2020, through September 30, 2020, for as-needed repair and installation of lighting systems for various parks and recreation and sports field facilities, utilizing BuyBoard Contract No. 592-19 for Parks & Recreation Equipment, Field Lighting Products & Installation and the Mayor is authorized to execute said contract.

SECTION II. THAT funding for these expenditures is available in the Parks & Recreation Department budget within the General Fund and 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.

_______________________________
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: Musco Sports Lighting, LLC

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: BuyBoard

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#592-19 – Parks & Recreation Equipment & Field Lighting Products

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 9/30/2020

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 [Signature]
Name  James M. Hansen
Title  Secretary
Company Name  Musco Sports Lighting, LLC
Date  12/19/2019
Address:  100 1st Avenue West
          Oskaloosa, IA 52577

IRVING

Signature [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  Iowa        §
COUNTY OF    Mahaska  §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

James M. Hansen       Secretary
(Print Name)            (Print Title)

of the corporation known as  Musco Sports Lighting, LLC , 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 19 day of December, A.D., 2019.

KARYL L. THOMAS
Commission Number 111111
My Commission Expires April 24, 2020
Notary Public In and For

My Commission expires: 4/24/2020

Mahaska County, Iowa

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 personally 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., 2

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., 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. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the City’s Risk Manager.

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) Musco Sports Lighting, LLC

SIGNATURE 

PRINTED NAME James M. Hansen

PRINTED TITLE Secretary

rev. 6.22.18
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: James M. Hansen Title: Secretary

Company Name: Musco Sports Lighting, LLC

Date Signed: December 19, 2019

NOTARIZATION

THE STATE OF Iowa §

COUNTY OF Mahaska §

BEFORE ME, the undersigned notary public on this day personally appeared James M. Hansen, on behalf of Musco Sports Lighting, LLC (Company Name), 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 December, 2019.

KARYL L. THOMAS
Commission Number 111111
My Commission Expires April 24, 2020

KARYL L. THOMAS
NOTARY PUBLIC IN AND FOR THE STATE OF Iowa

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #592-19 (BuyBoard) LSR #__________
Resolution -- Authorizing As-Needed Expenditures with Facility Solutions Group in the Total Estimated Amount of $120,000.00 for Electrical Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

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

2. Impact: This item will allow the departments to procure electrical services such as repairs, additions and upgrades to electrical systems in city facilities, on as-needed basis under the best possible terms and conditions for the city.

3. A Vendor/Member contract between the City of Irving and Facility Solutions Group, which expires on February 29, 2020, was approved on March 21, 2019 by RES-2019-113. This contract supports utilization of BuyBoard Contract No. 558-18 for Trade Services, which has been renewed by BuyBoard for the period of March 1, 2020, through February 28, 2021.

4. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
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<td>Facility Solutions Group</td>
<td>3/1/20 – 2/28/21</td>
<td>$ 80,000.00</td>
<td>2019-20</td>
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<td>TOTAL</td>
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<td>$120,000.00</td>
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Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: 2019-445
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: 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 8, 2007. Purchases under Contract No. 558-18 which expires on February 28, 2021 meet 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. These as-needed expenditures will be tracked using Contract #42000035.

CURRENT YEAR FINANCIAL IMPACT:

Various Budget: $80,000.00    Actual: $80,000.00
Purchase orders will be issued as needed.
Budget Adjustment Required: No

REVISION INFORMATION:

Prepared: 2/10/2020 09:21 AM by Rashmi Kulkarni
Last Updated: 2/14/2020 02:28 PM by Rashmi Kulkarni
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10826)

WHEREAS, the City of Irving is authorized, pursuant to Section 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;

WHEREAS, the City of Irving entered into a Vendor/Member Contract with Facility Solutions Group on March 21, 2019 for as-needed purchases utilizing Contract Number 558-18, for Trade Services through BuyBoard;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Facility Solutions Group in the estimated amount of $80,000.00 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $40,000.00 for the period of October 1, 2020, through February 28, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for electrical repairs utilizing Contract Number 558-18 for Trade Services through the BuyBoard Program.

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.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid from CCGMG, LLC Series B in the Total Estimated Annual Amount of $1,500,000.00 to Provide Concrete Repair

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. It will supplement the Streets Operations staff for 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 award establishes an annual contract for the continuation of providing concrete repair services. This contract is for one-year with two, one-year renewal options.

4. Funding for Fiscal Year 2019-20 is available in the Street Improvement Bond Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<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>CCGMG, LLC Series B</td>
<td>3/1/20 – 2/28/21</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$1,500,000.00</td>
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</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes 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 for ITB #061R-20F to 760 vendors, of which 371 were M/WBE or HUB vendors. Two responses were received, one of which was from a M/WBE or HUB vendor. The lowest responsive responsible bidder meets specifications and performance criteria. This award is for one-year with two, one-year renewal options. These as-needed expenditures will be tracked using Contract #42000397.

ATTACHMENTS:

061R-20 Response Summary (PDF)
TGC 2270 (PDF)
CURRENT YEAR FINANCIAL IMPACT:

40104201-700010  Budget: $1,125,000.00  Actual: $1,125,000.00
Purchase orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  2/10/2020 11:07 AM by Rashmi Kulkarni
Last Updated:  2/21/2020 09:28 AM by Rashmi Kulkarni
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 CCGMG, LLC Series B, in the estimated amount of $1,125,000.00 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $375,000.00 for the period of October 1, 2020, through February 28, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for Concrete Repair and the Mayor is authorized, 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 these expenditures is available 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.


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
# 061R-20F Concrete Repair

**Closing Date:** 2/7/20

**Rashmi Kulkarni, Purchasing Agent**

## Response Summary

<table>
<thead>
<tr>
<th></th>
<th>Remove Existing Sidewalk &amp; Replace With 4-Inch Thick Reinforced Concrete Sidewalk (Including 2-Inch Thick Compacted Cushion Sand)</th>
<th>Pricing Breakdown</th>
<th>Labor Cost per SY</th>
<th>Materials Cost per SY</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Supplier</strong> F&amp;F Concrete, LLC</td>
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<td><strong>UOM</strong> SY</td>
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<thead>
<tr>
<th></th>
<th>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (less than 50.0 SY) (Including 6-Inch Thick)</th>
<th>Pricing Breakdown</th>
<th>Labor Cost per SY</th>
<th>Materials Cost per SY</th>
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<tbody>
<tr>
<td>2</td>
<td><strong>Supplier</strong> CCGMG, LLC Series B</td>
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<th>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)</th>
<th>Pricing Breakdown</th>
<th>Labor Cost per SY</th>
<th>Materials Cost per SY</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td><strong>Supplier</strong> CCGMG, LLC Series B</td>
<td><strong>QTY</strong> 100</td>
<td><strong>UOM</strong> SY</td>
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<td><strong>Supplier</strong> F&amp;F Concrete, LLC</td>
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<td><strong>UOM</strong> SY</td>
<td><strong>Price</strong> $77.00</td>
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<th>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (over 100 SY) (Including 6-Inch Thick Flexbase)</th>
<th>Pricing Breakdown</th>
<th>Labor Cost per SY</th>
<th>Materials Cost per SY</th>
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<tbody>
<tr>
<td>4</td>
<td><strong>Supplier</strong> F&amp;F Concrete, LLC</td>
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<th></th>
<th>Remove and Replace 6-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (less than 50.0 SY)(Including 6-Inch Flexbase)</th>
<th>Pricing Breakdown</th>
<th>Labor Cost per SY</th>
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<td>5</td>
<td><strong>Supplier</strong> CCGMG, LLC Series B</td>
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<td>QTY</td>
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<td>Price per SY</td>
<td>Materials Cost per SY</td>
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**Breakdown**

- **Labor Cost per SY**
- **Materials Cost per SY**

**Pricing Details**

- **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)**
- **Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - 3000 psi (over 100 SY)(Including 8-Inch Thick Flexbase)**
- **Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs - Six Sack (less than 50.0 SY)(Including 8-Inch Thick)**
- **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)**
- **Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class "K" High Early Strength (50.01 SY To 100.0 SY)(Including 8-Inch Thick)**
- **Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class "K" High Early Strength (less than 50.0 SY)(Including 8-Inch Thick)**
- **Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class "K" High Early Strength (50.01 SY To 100.0 SY)(Including 8-Inch Thick)**

**Supplier**

- CCGMG, LLC Series B
- F&F Concrete, LLC

**Packet Pg. 232**

Attachment: 061R-20 Response Summary (10827 : 14P42 AWD Concrete Repair)
<table>
<thead>
<tr>
<th>Supplier</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
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<th>Labor Cost per SY</th>
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Remove and Replace 8-Inch Thick Concrete Pavement for Street and Alley Repairs Class "K" High Early Strength (over 100.0 SY)(Including 8-Inch Thick Flexbase)

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<th>UOM</th>
<th>Price</th>
<th>Extended</th>
<th>Labor Cost per SY</th>
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<td>SY</td>
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<td>$97.00</td>
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Installation of 6-Inch Integral Curb in conjunction with other repairs (Including 6-Inch Thick Flexbase) [02620]

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<tr>
<th>Supplier</th>
<th>QTY</th>
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<th>Price</th>
<th>Extended</th>
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<th>Materials Cost per LF</th>
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Repair and Replacement of 5-Inch or 6-Inch Thick Drive Approaches (Including 6-Inch Thick Flexbase) [02602]

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<tr>
<td>F&amp;F Concrete, LLC</td>
<td>400</td>
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Repair and Replacement of 30-Inch Curb and Gutter Sections (Including 6-Inch Thick Flexbase)[02620]

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<tr>
<td>F&amp;F Concrete, LLC</td>
<td>500</td>
<td>LF</td>
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<td>$30,000.00</td>
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Reinforced Concrete Wheelchair Ramps [02623]

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New 4-Inch Thick Reinforced Concrete Sidewalk (Including 2-Inch Thick Compacted Cushion Sand) [02620]

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<th>Materials Cost per SY</th>
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<tbody>
<tr>
<td>F&amp;F Concrete, LLC</td>
<td>600</td>
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### Inlet Top Repair (Inlet length - up to 5.0 feet) [02513]

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<th>Price</th>
<th>Extended</th>
<th>Labor Cost per EA</th>
<th>Materials Cost per EA</th>
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</thead>
<tbody>
<tr>
<td>CCGMG, LLC Series B</td>
<td>5</td>
<td>EA</td>
<td>$350.00</td>
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### Inlet Top Repair (Inlet length - 5.1 to 10.0 feet) [02513]

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<th>UOM</th>
<th>Price</th>
<th>Extended</th>
<th>Labor Cost per EA</th>
<th>Materials Cost per EA</th>
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<tbody>
<tr>
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### Inlet Top Repair (Inlet length - 10.1 to 20.0 feet) [02513]

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<td>EA</td>
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### Reinforced Concrete Channel Lining Repair (nominal 6-Inch Thick) with Weep Holes and 6-Inch Thick Crushed Stone Subgrade Material [03500]

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<th>UOM</th>
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<th>Labor Cost per SY</th>
<th>Materials Cost per SY</th>
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</thead>
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<tr>
<td>CCGMG, LLC Series B</td>
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<td>SY</td>
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### Basic Concrete, Variable Thickness (minimal forming)

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<tbody>
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### Formed Concrete (extensive forming and rebar required)

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<th>Extended</th>
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<tbody>
<tr>
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### New Reinforced Concrete Flume (Including 6-Inch Thick Crushed Stone Subgrade Material) [02421 & 02505]

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<th>Price</th>
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</table>
### Pricing Breakdown

<table>
<thead>
<tr>
<th>Supplier</th>
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<th>UOM</th>
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<th>Materials Cost per SY</th>
</tr>
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<tbody>
<tr>
<td>CCGMG, LLC Series B</td>
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<td>SY</td>
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<td>$2,500.00</td>
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<tr>
<td>F&amp;F Concrete, LLC</td>
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<td>SY</td>
<td>$70.00</td>
<td>$3,500.00</td>
<td>$15.30</td>
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### Type "Y" Inlet, 4'X4' with 6-Inch Thick Concrete Apron (All Sides)

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<th>Price</th>
<th>Labor Cost per EA</th>
<th>Materials Cost per EA</th>
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<tbody>
<tr>
<td>CCGMG, LLC Series B</td>
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<tr>
<td>F&amp;F Concrete, LLC</td>
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<td>EA</td>
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### Variable height curb and gutter inlet approaches, 5 foot length

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<tbody>
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<td>EA</td>
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### Variable height curb and gutter inlet approaches, 10 foot length

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<th>Materials Cost per EA</th>
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### Exposed aggregate concrete (4 to 6-Inches Thick)(Including 6-Inch Thick Flexbase)

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<tbody>
<tr>
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### 2-Inch Sprinkler main lines (remove replace, includes repairing wiring)

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### Pricing Breakdown

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<td>$15.00</td>
<td>$1,500.00</td>
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### Remove & Replace Interlocking Concrete Pavers for Crosswalks [02444]

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### Remove & Replace Interlocking Concrete Pavers for Medians (including 4-Inch Thick non-reinforced concrete sleeper slab) [02443]

<table>
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### Remove & Replace 4-Inch Thick Reinforced Concrete Median [02502]

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### HOURLY LABOR RATE FOR ADDITIONAL WORK NOT COVERED BY

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<td></td>
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### MATERIAL MARKUP FOR ADDITIONAL WORK NOT COVERED BY OTHER

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<td></td>
<td>15.0%</td>
<td></td>
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</table>
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: 

Bryndis Perez Velazquez

Title: President

Company Name: 

CCGMC LLC Series 6B

Date Signed: 

2/4/2020

NOTARIZATION

THE STATE OF __________ __________

COUNTY OF __________ __________

BEFORE ME, the undersigned notary public on this day personally appeared

in behalf of CCGMC LLC Series 6B (Company Name), 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 __________ day of __________, 2020.

Fernando Velazquez

My Commission Expires 03/24/2023

ID No 151644379

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #: 061R-20F

LSR #: 

Packet Pg. 237
Resolution -- Approving and Accepting the Bid from Legacy Ready-Mix LLC in the Total Estimated Annual Amount of $356,100.00 for Redi-Mix Concrete

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

2. **Impact: This contract supports City’s Road to the Future Program.** Concrete is utilized by the Traffic & Transportation - Streets Division to maintain and enhance mobility for the safe and effective transit of motorists and pedestrians throughout the city. This contract will provide the necessary resources to expedite repairs of damaged existing roadways and sidewalks and other concrete locations.

3. This award establishes an annual contract for the continuation of providing Redi-Mix concrete. The contract is for one-year with two, one-year renewal options.

4. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
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<td></td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$356,100.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

Contract Required: No  
Review Completed By: N/A  
Previous Action: None  
Council Action: None  

Discretionary Contract Disclosure Form Required: No

Certificate of Interested Parties (Form 1295) Required: Yes

TGC 2270 Verification Form Required: Yes

Purchasing sent ITB #057R-20F to 317 vendors, 124 of which were MWBE or HUB vendors. One response was received which meets specifications and is being recommended for award. This award is for a one-year period with two, one-year renewal options. These as-needed expenditures will be tracked using Contract #42000398.

**ATTACHMENTS:**

057R-20F Response Summary  (PDF)
CURRENT YEAR FINANCIAL IMPACT:

10014207-610009  Budget: $267,075.00  Actual: $267,075.00
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/10/2020 11:31 AM by Rashmi Kulkarni
Last Updated: 2/21/2020 09:37 AM by Rashmi Kulkarni
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 Legacy Ready-Mix LLC, in the estimated amount of $267,075.00 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $89,025.00 for the period of October 1, 2020, through February 28, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for Redi-Mix Concrete.

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.


_______________________________
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</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5-Sack Concrete (3000 psi) 6 cu. yds. or more 3000 cu yds</td>
<td></td>
<td></td>
<td>$104.00</td>
<td>$312,000.00</td>
</tr>
<tr>
<td>2</td>
<td>6-Sack Concrete (3600 psi) 6 cu. yds. or more 60 cu yds</td>
<td></td>
<td></td>
<td>$105.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>3</td>
<td>5-Sack Concrete (3000 psi) 1 to 5.9 cu. yds. p 360 cu yds</td>
<td></td>
<td></td>
<td>$105.00</td>
<td>$37,800.00</td>
</tr>
<tr>
<td>4</td>
<td>ADJUSTMENTS (ADDITIONAL COSTS) PER CUI 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>QUESTIONNAIRE</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE, CHAPTER 2270
Please read both pages.

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: Johny Pian
Print Name: Johny Pian Title: President
Company Name: Legacy Ready Mix
Date Signed: 2-20-2020

NOTARIZATION

THE STATE OF Texas §
COUNTY OF Hidalgo §

BEFORE ME, the undersigned notary public on this day personally appeared Johny Pian, on behalf of Legacy Ready Mix (Company Name), 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 20 day of February, 2020.

DEWEY ANDREW DOVEL
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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #: 057R-20F
LSR #: __________
Resolution -- Renewing the Annual Contract with Standard Utility Construction, Inc., in the Total Estimated Annual 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 renewal establishes the continuation of an annual contract to provide freeway and street lighting maintenance and on-call services. This is the first of two, one-year renewal options. The current contract expires February 29, 2020.
4. Funding for Fiscal Year 2019-20 is available in the Traffic & Transportation budget within the General Fund, while funding for Fiscal Year 2020-21 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Description</th>
<th>FY 2019-20 Estimated Amount</th>
<th>FY 2020-21 Estimated Amount</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Standard Utility Construction, Inc.</td>
<td>3/1/20 – 2/28/21</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:** 2019-88  
**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; pricing remains the same. This is the first of two, one-year renewal options for Contract #42000011.

**ATTACHMENTS:**
087D-19F Renewal Summary (PDF)
CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>10014202-620015</td>
<td></td>
<td>$87,058.72</td>
<td>$87,058.72</td>
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<tr>
<td>40104202-700050</td>
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<td>$163,662.47</td>
<td>$163,662.47</td>
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<tr>
<td>50016014-600201</td>
<td></td>
<td>$37,875.00</td>
<td>$37,875.00</td>
</tr>
</tbody>
</table>

Purchase Orders will be issued as needed for annual contract.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/10/2020 12:24 PM by Rashmi Kulkarni
Last Updated: 2/20/2020 11:29 AM by Lori Sutton
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 Standard Utility Construction, Inc., in the estimated amount of $250,721.19 for the period of March 1, 2020, through September 30, 2020, and in the estimated amount of $179,086.57 for the period of October 1, 2020, through January 31, 2021, subject to funds being appropriated in Fiscal Year 2020-21, for Freeway and Street Lighting Maintenance and On-Call Services.

SECTION II. THAT funding for these expenditures is available in the Traffic & 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.


_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
## Renewal Summary

### Total Price

<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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong><strong>Bid All or None On Bid</strong></strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance of Freeway, Street &amp; Solar Lighting Services</td>
<td></td>
<td></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Maintenance of Freeway, Street &amp; Solar Lighting Services</td>
<td></td>
<td></td>
<td>12</td>
<td>Month</td>
<td>$12,436.96</td>
<td>$149,243.52</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></td>
<td></td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Relamp 40’ and 50’ freeway &amp; street lighting assemblies</td>
<td></td>
<td></td>
<td>137</td>
<td>Each</td>
<td>$58.92</td>
<td>$8,072.04</td>
</tr>
<tr>
<td>5</td>
<td>Relamp High-Mast freeway lighting assemblies</td>
<td></td>
<td></td>
<td>26</td>
<td>Each</td>
<td>$471.75</td>
<td>$12,265.50</td>
</tr>
<tr>
<td>6</td>
<td>Replace Solar LED lighting assemblies</td>
<td></td>
<td></td>
<td>8</td>
<td>Each</td>
<td>$110.86</td>
<td>$886.88</td>
</tr>
<tr>
<td>7</td>
<td>Yearly High-Mast Inspections</td>
<td></td>
<td></td>
<td>78</td>
<td>Each</td>
<td>$574.74</td>
<td>$44,829.72</td>
</tr>
<tr>
<td>8</td>
<td>Yearly Solar Lighting inspections</td>
<td></td>
<td></td>
<td>140</td>
<td>Each</td>
<td>$49.13</td>
<td>$6,878.20</td>
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<tr>
<td>9</td>
<td>Remove and/or Replace Standard Single Mast Assemblies</td>
<td></td>
<td></td>
<td>14</td>
<td>Each</td>
<td>$96.75</td>
<td>$1,354.50</td>
</tr>
<tr>
<td>10</td>
<td>Remove and/or Replace Standard Double Mast Assemblies</td>
<td></td>
<td></td>
<td>14</td>
<td>Each</td>
<td>$145.12</td>
<td>$2,031.68</td>
</tr>
<tr>
<td>11</td>
<td>Remove and/or Replace Solar Pole Assemblies</td>
<td></td>
<td></td>
<td>5</td>
<td>Each</td>
<td>$173.70</td>
<td>$868.50</td>
</tr>
<tr>
<td>12</td>
<td>Remove and/or Replace Luminaire</td>
<td></td>
<td></td>
<td>20</td>
<td>Each</td>
<td>$70.70</td>
<td>$1,414.00</td>
</tr>
<tr>
<td>13</td>
<td>Remove and/or Replace Solar LED Luminaire</td>
<td></td>
<td></td>
<td>7</td>
<td>Each</td>
<td>$110.86</td>
<td>$776.02</td>
</tr>
<tr>
<td>14</td>
<td>Install Standard Foundation</td>
<td></td>
<td></td>
<td>5</td>
<td>Each</td>
<td>$832.21</td>
<td>$4,161.05</td>
</tr>
</tbody>
</table>
## Renewal Summary

<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>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Install Solar Pole Assembly foundation</td>
<td>Standard Utility Construction Inc</td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$210.48</td>
<td>$631.44</td>
<td>$429,807.76</td>
</tr>
<tr>
<td>16</td>
<td>Remove and/or Pull New Cable</td>
<td>2500</td>
<td>Each</td>
<td>2500</td>
<td>Each</td>
<td>$0.90</td>
<td>$2,250.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Underground Splice</td>
<td>10</td>
<td>Each</td>
<td>10</td>
<td>Each</td>
<td>$64.15</td>
<td>$641.50</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Aboveground Splice</td>
<td>10</td>
<td>Each</td>
<td>10</td>
<td>Each</td>
<td>$96.55</td>
<td>$965.50</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Traffic Control</td>
<td>50</td>
<td>Each</td>
<td>50</td>
<td>Each</td>
<td>$672.00</td>
<td>$33,600.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Remove Standard Foundation</td>
<td>5</td>
<td>Each</td>
<td>5</td>
<td>Each</td>
<td>$832.21</td>
<td>$4,161.05</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Remove Solar Pole Assembly foundation</td>
<td>3</td>
<td>Each</td>
<td>3</td>
<td>Each</td>
<td>$252.54</td>
<td>$757.62</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Locate &amp; Repair Broken Conduit</td>
<td>10</td>
<td>Each</td>
<td>10</td>
<td>Each</td>
<td>$735.47</td>
<td>$7,354.70</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Locate &amp; Repair Cable Issues for Standard Assemblies</td>
<td>12</td>
<td>Each</td>
<td>12</td>
<td>Each</td>
<td>$735.47</td>
<td>$8,825.64</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Locate &amp; Repair Cable/Harness Issues in Solar Assemblies</td>
<td>17</td>
<td>Each</td>
<td>17</td>
<td>Each</td>
<td>$169.88</td>
<td>$2,887.96</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Replace Missing or Damaged Hand-Hole Covers</td>
<td>100</td>
<td>Each</td>
<td>100</td>
<td>Each</td>
<td>$36.30</td>
<td>$3,630.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<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>
<td>1</td>
<td>Per Each</td>
<td>1</td>
<td>Per Each</td>
<td>$143.81</td>
<td>$143.81</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>On-Call Services (Response field for this line item shall be left blank)</td>
<td>1</td>
<td>EA</td>
<td>1</td>
<td>EA</td>
<td>$8.93</td>
<td>$893.00</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Add or replace aboveground conduit</td>
<td>100</td>
<td>LF</td>
<td>100</td>
<td>LF</td>
<td>$8.93</td>
<td>$893.00</td>
<td></td>
</tr>
</tbody>
</table>
## Renewal Summary

### Standard Utility Construction

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Add or replace in-ground conduit Includes excavation, placement of conduit, backfill and compaction</td>
<td>Standard Utility Construction Inc</td>
<td></td>
<td>100</td>
<td>LF</td>
<td>$5.57</td>
<td>$557.00</td>
</tr>
<tr>
<td>30</td>
<td>Replace bridge packs and Cobra heads on bridges</td>
<td></td>
<td></td>
<td>2</td>
<td>Each</td>
<td>$136.50</td>
<td>$273.00</td>
</tr>
<tr>
<td>31</td>
<td>Install new bridge packs and Cobra heads on bridges</td>
<td></td>
<td></td>
<td>2</td>
<td>Each</td>
<td>$136.50</td>
<td>$273.00</td>
</tr>
<tr>
<td>32</td>
<td>Install 40’ or 50’ standard single mast arm and foundation</td>
<td></td>
<td></td>
<td>25</td>
<td>Each</td>
<td>$1,260.00</td>
<td>$31,500.00</td>
</tr>
<tr>
<td>33</td>
<td>Strap conduit on bridges</td>
<td></td>
<td></td>
<td>5</td>
<td>Each</td>
<td>$414.86</td>
<td>$2,074.30</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></td>
<td></td>
<td>1</td>
<td>Each</td>
<td>$465.47</td>
<td>$465.47</td>
</tr>
<tr>
<td>35</td>
<td>Install ground box Includes any riprap apron and required conductors/connections inside the ground box</td>
<td></td>
<td></td>
<td>25</td>
<td>Each</td>
<td>$118.76</td>
<td>$2,969.00</td>
</tr>
<tr>
<td>36</td>
<td>Pavement bore</td>
<td></td>
<td></td>
<td>50</td>
<td>Feet</td>
<td>$25.73</td>
<td>$1,286.50</td>
</tr>
<tr>
<td>37</td>
<td>Strap conduit on bridges and headwall</td>
<td></td>
<td></td>
<td>5</td>
<td>Each</td>
<td>$414.86</td>
<td>$2,074.30</td>
</tr>
<tr>
<td>38</td>
<td>Install 40’ or 50’ standard double mast arm and foundation</td>
<td></td>
<td></td>
<td>20</td>
<td>Each</td>
<td>$1,260.00</td>
<td>$25,200.00</td>
</tr>
</tbody>
</table>

Total Price: $429,807.76
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgor</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<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>Standard Utility Construction Inc</td>
<td>3000</td>
<td>LF</td>
<td></td>
<td>$0.91</td>
<td>$2,730.00</td>
</tr>
<tr>
<td>40</td>
<td>Replace solar assembly batteries</td>
<td></td>
<td></td>
<td>24</td>
<td>Each</td>
<td>$50.09</td>
<td>$1,202.16</td>
</tr>
<tr>
<td>41</td>
<td>Replace solar panel assembly</td>
<td></td>
<td></td>
<td>4</td>
<td>Each</td>
<td>$238.61</td>
<td>$954.44</td>
</tr>
<tr>
<td>42</td>
<td>Replace solar cabinet assembly</td>
<td></td>
<td></td>
<td>4</td>
<td>Each</td>
<td>$397.69</td>
<td>$1,590.76</td>
</tr>
<tr>
<td>43</td>
<td>Traffic Control Plan TCP (1-1)</td>
<td></td>
<td></td>
<td>2</td>
<td>Each</td>
<td>$721.00</td>
<td>$1,442.00</td>
</tr>
<tr>
<td>44</td>
<td>Traffic Control Plan TCP (1-2)</td>
<td></td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$721.00</td>
<td>$2,163.00</td>
</tr>
<tr>
<td>45</td>
<td>Traffic Control Plan TCP (1-4)</td>
<td></td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$721.00</td>
<td>$2,163.00</td>
</tr>
<tr>
<td>46</td>
<td>Traffic Control Plan TCP (2-1)</td>
<td></td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$721.00</td>
<td>$2,163.00</td>
</tr>
<tr>
<td>47</td>
<td>Traffic Control Plan TCP (2-4)</td>
<td></td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$721.00</td>
<td>$2,163.00</td>
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<tr>
<td>48</td>
<td>Traffic Control Plan TCP (6-1)</td>
<td></td>
<td></td>
<td>3</td>
<td>Each</td>
<td>$721.00</td>
<td>$2,163.00</td>
</tr>
<tr>
<td>49</td>
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<td>Each</td>
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<td>48-A Foundation per Texas Department of Transportation (TxDOT) Standard Plans and Specifications – Traffic Signal Support structures LMA (2) -01</td>
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<td>Each</td>
<td>$7,875.00</td>
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<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>
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<td></td>
<td>6</td>
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<td>$787.50</td>
<td>$4,725.00</td>
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Resolution -- Authorizing As-Needed Expenditures with Texas Bit in the Total Estimated Amount of $4,500,000.00 for Road and Highway Materials, Asphaltic and Non-Asphaltic, through Dallas County

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

2. Impact: This contract supports the city’s Road to the Future program. Approval of this contract will allow the city to procure asphalt, milling, and overlay services under the best possible terms and conditions for the city.

3. A Vendor/Member Contract between City of Irving and Texas Bit was approved on April 4, 2019 by RES-2019-133 for as-needed purchases. The contract supports utilization of Dallas County Contract No. 2018-057-6750, which expired on November 19, 2019 and was renewed by Dallas County for the period of January 8, 2020 through January 7, 2021.

4. Funding is available in the Street Improvement Bond Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Amount</th>
<th>Fiscal Year</th>
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<td>$4,000,000.00</td>
<td>2019-20</td>
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<td>2020-21</td>
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<tr>
<td>Total</td>
<td></td>
<td>$4,500,000.00</td>
<td></td>
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</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: 2019-133  Council Action: Approved Contract

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: No

Comments: Purchases made under Dallas County Contract #2018-057-6750 which expired on November 19, 2019 and has been negotiated by the Dallas County, meet competitive bid requirements with the State of Texas statutes, rules, policies and procedures. These as-needed expenditures will be tracked under Contract #42000047. Prices are reasonable and within budget.
CURRENT YEAR FINANCIAL IMPACT:

40104201-700010  Budget: $4,000,000.00  Actual: $4,000,000.00
Purchase Orders will be issued as needed.
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  2/12/2020 09:25 AM by Rashmi Kulkarni
Last Updated:  2/21/2020 08:36 AM by Rashmi Kulkarni
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10843)

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 Dallas County on December 9, 2014 by Resolution No. RES-2014-411, and is authorized to utilize contracts with vendors which have been negotiated by Dallas County whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures;

WHEREAS, the City of Irving entered into Vendor/Member Contract with Texas Bit on April 4, 2019 for purchases utilizing Contract Number 2018-057-6750 through Dallas County;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Texas Bit, in the estimated amount of $4,000,000.00 for the period of February 28, 2020, through September 30, 2020 and in the estimated amount of $500,000.00 for the period of October 1, 2020, through January 7, 2021, subject to funds being appropriated in Fiscal Year 2020-2021, for asphalt, milling, and overlay services utilizing Contract Number 2018-057-6750 for Road & Highway Materials, Asphal tic & Non-Asphaltic Materials through Dallas County.

SECTION II. THAT funding is available 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.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Rush Truck Center of Texas, LP, through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

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 Rush Truck Centers of Texas, LP, for utilization of BuyBoard Contract No. 601-19 which expires on November 30, 2020, will allow the city to procure vehicles, heavy duty trucks, parts and service labor under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of landscape body trucks, rear loaders, and a roll off truck as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract during the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Dean Roggia
Previous Action: None  Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2270 Verification Form Required: Yes

Comments: The City of Irving entered into an Interlocal Participation Agreement with Texas Local Government Statewide Purchasing Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007. Purchases under BuyBoard Contract No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, which expires on November 30, 2020, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

VM contract (PDF)
TGC 2270 (PDF)
CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 2/11/2020 06:21 PM by Darlene Humphries
Last Updated: 2/21/2020 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 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 8, 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 Rush Truck Center of Texas, LP, for as-needed purchases utilizing Contract No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor through BuyBoard, and the Mayor is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of February 28, 2020, through November 30, 2020 subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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


____________________________
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:  Rush Truck Centers of Texas, LP

COOPERATIVE PURCHASING ASSOCIATION/AGENCY:  BuyBoard

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#601-19 – Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts & Service Labor

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT:  11/30/2020

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.
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.

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 X

Name Michael S. Lyons
Title Assistant Secretary
Company Name Rush Truck Centers of Texas, LP
Date 1/23/2020
Address: 555 IH35 South
       New Braunfels, TX 78130

IRVING
Signature __________________________

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 ________________________, 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

My Commission expires: _______________________

______________________________
County, ______

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

______________________________
Michael S. Lyons
(Print Name)

______________________________
Assistant Secretary
(Print Title)

of Rush Truck Centers of Texas, LP, 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 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 23rd day of January, A.D., 2020.

______________________________
Jeri Lynn Burgess
Notary ID #124682378
My Commission Expires September 15, 2023

______________________________
Notary Public In and For

My Commission expires: 9/15/2023

______________________________
County, TX

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

______________________________
(Print Name) ____________________
(Print Title)

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

My Commission expires: _______________________

______________________________
County, ______

rev. 6.22.16
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. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the City’s Risk Manager.

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.

Garage Liability and Garagekeeper’s Coverage Insurance
Garage Liability and Garagekeeper’s Coverage Insurance with a minimum is of $1,000,000 per occurrence for any vehicles repaired at an off-site, non-City facility.

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. 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 l of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter l 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) Rush Truck Centers of Texas, LP

SIGNATURE

PRINTED NAME Michael S. Lyons

PRINTED TITLE Assistant Secretary

rev. 6.22.18
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: Michael S. Lyons                     Title: Assistant Secretary

Company Name: Rush Truck Centers of Texas, LP

Date Signed: January 23, 2020

NOTARIZATION

THE STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned notary public on this day personally appeared Michael S. Lyons, on behalf of Rush Truck Centers of Texas, LP (Company Name), 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.

JERI LYNN BURGESS
Notary ID #124682398
My Commission Expires September 15, 2023

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #601-19 (BuyBoard)         LSR #__________
Resolution -- Approving the Purchase of Various Vehicles from Rush Truck Center of Texas, LP, in the Total Estimated Amount of $2,011,656.16 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by Parks & Recreation and Solid Waste Services 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 and provide the departments with critical resources to maintain optimal services for the Irving community.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy and are supported by a Vendor/Member contract between the City of Irving and Rush Truck Centers of Texas, LP, utilizing BuyBoard Contract No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, which expires on November 30, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement and the Solid Waste Operating funds.

5. 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 Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks &amp; Recreation</td>
<td>Hino 155 Double Cab Truck w/Landscape Body</td>
<td>2</td>
<td>07132 07171</td>
<td>$146,219.38</td>
<td>Vehicle &amp; Equipment Replacement</td>
</tr>
<tr>
<td>Solid Waste Services</td>
<td>2020 Peterbilt 520 Galbreath Roll Off Truck</td>
<td>1</td>
<td>06211</td>
<td>$241,800.78</td>
<td>Solid Waste Operating</td>
</tr>
<tr>
<td></td>
<td>2020 Peterbilt 567 w/27 yd. Heil Rear Loader Body</td>
<td>6</td>
<td>06203 06204 06207 06208 06209 06210</td>
<td>$1,623,636.00</td>
<td>Solid Waste Operating</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$2,011,656.16</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: No
TGC 2270 Verification Form Required: No

Comments: 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. Purchases under BuyBoard Contract No. 601-19 for purchase of Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, which expires on November 30, 2020 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:
Quote 1 (PDF)
Quote 2 (PDF)
Quote 3 (PDF)
Photos of Vehicles for Solid Waste Services (PDF)
Photos of Vehicles for Parks & Recreation (PDF)

CURRENT YEAR FINANCIAL IMPACT:
60033000-700035 Budget: $146,219.38  Actual: $146,219.38  Requisition #12002633
51016501-700035 Budget: $1,995,000.00  Actual: $1,865,436.78  Requisition #12002634
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/11/2020 06:43 PM by Darlene Humphries
Last Updated: 2/21/2020 10:34 AM by Dean James Roggia
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10837)

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 Rush Truck Center of Texas, LP, on February 27, 2020, which supports utilization of BuyBoard Contract No. 601-19 which expires on November 30, 2020, for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor;

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 of various vehicles from Rush Truck Center of Texas, LP, in the total estimated amount of $2,011,656.16, utilizing Contract Number 601-19 through BuyBoard.

SECTION II. THAT funding for these expenditures is available in the Vehicle & Equipment Replacement and the Solid Waste Operating 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 26, 2020.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________________
Kuruvilla Oommen
City Attorney
# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
## BUYBOARD

**Vendor:** RUSH TRUCK CENTER  
**Date Prepared:** 12/1/2019

**Contact for Vendor:** COLTON KRUSE  
**Phone:** (830) 320-5219

**End User:** City of Irving  
**Phone/Fax:**

**Product Description:** Hino 155DC Landscape Body

### A: Base Price in Bid/Proposal Number: 601-19  
**Series:** 155 $ 31,966.00

### B: Published Options (Itemize Below)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hino 155 Double Cab</td>
<td>$5,781.00</td>
</tr>
<tr>
<td>Hino Cold Package</td>
<td>$250.00</td>
</tr>
<tr>
<td>Hino Magnetic Suspension Driver Seat</td>
<td>$326.00</td>
</tr>
<tr>
<td>Hino Rear Heater w/ Controls</td>
<td>$658.00</td>
</tr>
<tr>
<td>Hino Safety Kit</td>
<td>$87.00</td>
</tr>
<tr>
<td>Hino LED Harness</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Subtotal Column 1:** $ 7,355.00

**Subtotal Column 2:** $ 14,504.69

**Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")** $ 21,859.69

### C: Subtotal of A + B $ 56,825.69

### D: Non Published Options

- 14' with 5' Dove Tail Wil-Ro Inc. $ 16,084.00

**Subtotal Column 1:** $ 16,084.00

**Subtotal Column 2:** $

**Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")** $ 16,084.00

### E: Contract Price Adjustment (If any, explain here)

### F: Total of C + D +/- E $ 72,909.69

### G: Quantity Ordered/Units: 2.00 x $ 145,819.38

### H: BUYBOARD Administrative Fee $ 400.00

### I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)

### J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) $ 146,219.38
Customer Proposal Letter

City of Irving
P.O. Box 152286
Irving, TX 75015-2286
972-721-2220

Paul Slagle: I am writing to you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Year</th>
<th>Stock Number</th>
<th>To Be Determined</th>
<th>To be delivered on or about</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hino</td>
<td>155DC</td>
<td>2019</td>
<td></td>
<td></td>
<td>9/30/2019</td>
</tr>
</tbody>
</table>

Additional Vehicle and Accessories Description
City of Irving Landscape Truck
Wilkie Inc. Body

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Price per Unit</td>
<td>2</td>
<td>$72,688.00</td>
<td>$145,376.00</td>
</tr>
<tr>
<td>F.E.T. (Factory &amp; Dealer Paid)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Net Sales Price</td>
<td></td>
<td>$72,688.00</td>
<td>$145,376.00</td>
</tr>
<tr>
<td>Optional Extended Warranty(s)</td>
<td></td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentary Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Inventory Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire Recycling Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery Disposal Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out of State Vehicle Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebate(s)</td>
<td></td>
<td>$73,109.69</td>
<td>$145,199.38</td>
</tr>
<tr>
<td>Total Sales Price (Including Rebate(s))</td>
<td></td>
<td>$171.09</td>
<td>$343.38</td>
</tr>
</tbody>
</table>

Trade Allowance (see DISCLAIMER Below)

Sales Representative

Purchaser

Accepted by Sales Manager or General Manager

David Graham

Quote good until 10/31/2019.

DISCLAIMER: The offer made on this Proposal is subject to the Customer accepting Dealer's standard terms and conditions. Any applicable fees or taxes are subject to change. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery. The offer made on this Proposal is subject to change at any time and without notice. Any price changes will be effective upon delivery.
**Quotation Details**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>&quot;Order Code&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine - HINO J0SE-TP Turbo charged and intercooled, diesel 4 cycle, 4 cylinder, in-line water-cooled; Max Output 210hp @ 2500rpm, Max Torque 440lb.ft. @1500rpm; 5L displacement, EPA16 Emissions Certified.</td>
<td>1</td>
<td>ENGINE</td>
</tr>
<tr>
<td>INSIGHT hardware; 1 year telematics; 5 years remote diagnostics.</td>
<td>1</td>
<td>INSIGHTSTD</td>
</tr>
<tr>
<td>Oil Capacity - 9.9 quarts</td>
<td>1</td>
<td>OIL</td>
</tr>
<tr>
<td>Exhaust brake, electric-pneumatic with valve in exhaust pipe.</td>
<td>1</td>
<td>EXHBRAKE</td>
</tr>
<tr>
<td>Fuel Filter - Pre Filter Heated Water Separator</td>
<td>1</td>
<td>FUELFILTCOE</td>
</tr>
<tr>
<td>12 volt 130 amp brushless alternator</td>
<td>1</td>
<td>ALT</td>
</tr>
<tr>
<td>Two 12 volt parallel connection, 1244 CCA.</td>
<td>1</td>
<td>BATTERY</td>
</tr>
<tr>
<td>12 volt 3.35 kW Denso starter</td>
<td>1</td>
<td>STARTER</td>
</tr>
<tr>
<td>Radio - AM/FM with single CD, bluetooth, two speakers.</td>
<td>1</td>
<td>RADIO</td>
</tr>
<tr>
<td>Air conditioned</td>
<td>1</td>
<td>AIRCOND</td>
</tr>
<tr>
<td>Meter Cluster - Information display; Instant and trip fuel consumption, Diesel Particulate Reduction System performance/status, maintenance intervals, engine and vehicle diagnostics.</td>
<td>1</td>
<td>DISPLAY</td>
</tr>
<tr>
<td>Power Windows and Door Locks</td>
<td>1</td>
<td>PWDL-COE</td>
</tr>
<tr>
<td>Gauges - Speedometer mph (km/h), odometer, fuel/DEF gauges, coolant temp gauge, engine tachometer</td>
<td>1</td>
<td>GAUGES</td>
</tr>
<tr>
<td>Grille - Chrome plated</td>
<td>1</td>
<td>FTGRILLCOE</td>
</tr>
<tr>
<td>Horn - Electric Horn</td>
<td>1</td>
<td>HORNCOE</td>
</tr>
<tr>
<td>Heater/Defroster - 18,586 BTUhn</td>
<td>1</td>
<td>HEAT/DEF</td>
</tr>
<tr>
<td>Lighting - Stop/tail lights, marker and identification lamps (roof), back-up lamps</td>
<td>1</td>
<td>LAMPS</td>
</tr>
<tr>
<td>Cab Features - Standard: Cruise control, tilt and telescopic steering.</td>
<td>1</td>
<td>MISC</td>
</tr>
<tr>
<td>Warning Indicators - Oil pressure, brake fluid, battery charge, high beam, turn signal, parking brake, engine control system and ABS.</td>
<td>1</td>
<td>INDICATORS</td>
</tr>
<tr>
<td>Equaled Freight Charge</td>
<td>1</td>
<td>FREIGHT</td>
</tr>
<tr>
<td>Cooling Capacity - 5,20 gallon cooling system capacity</td>
<td>1</td>
<td>COOLSYS</td>
</tr>
</tbody>
</table>

**3/20/19**
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty - Basic Vehicle - 36 months unlimited mileage (exclusion of</td>
</tr>
<tr>
<td>batteries and expendables); Extended Engine and Vehicle - 60 months</td>
</tr>
<tr>
<td>or 200,000 miles (includes injectors, fuel supply pump, turbo,</td>
</tr>
<tr>
<td>transmission, and rear axle); Emissions - 60 months or 00,000 mile</td>
</tr>
<tr>
<td>warranty; Hino Watch Roadside Assistance - 3-year unlimited roadside</td>
</tr>
<tr>
<td>assistance including lockout, *out of fuel/DEF, battery jumpstart,</td>
</tr>
<tr>
<td>information, and warranty towing (2 year coverage). *fluids are</td>
</tr>
<tr>
<td>customer pay responsibility. Tire Service - assist customer in</td>
</tr>
<tr>
<td>arranging for roadside tire service if requested</td>
</tr>
<tr>
<td>Fuel Tank - 30 gallon rear center mount</td>
</tr>
<tr>
<td>GVWR - Gross Vehicle Weight Rating - 14,500 lbs.</td>
</tr>
<tr>
<td>Bumper - painted, match to cab</td>
</tr>
<tr>
<td>Brakes - Hydraulic system with disc brakes, hydraulic assist with</td>
</tr>
<tr>
<td>dual circuit. Brakes: 11.3&quot; diameter x 3.31&quot; x 0.51&quot; thickness</td>
</tr>
<tr>
<td>Frame straight section ladder type, 33&quot; width, yield strength 55,300</td>
</tr>
<tr>
<td>PSI, resistance bending moment 706,300 in./lbs. (two side no</td>
</tr>
<tr>
<td>reinforcement); Wheels - Steel painted wheels 17.5X8K-127 6-stud disc</td>
</tr>
<tr>
<td>Front Stabilizer Bar</td>
</tr>
<tr>
<td>Backup Buzzer</td>
</tr>
<tr>
<td>Front tires - Yokohama 215/75R 17.5 Rib Pattern; Rear Tires -</td>
</tr>
<tr>
<td>Bridgestone 215/75R 17 5 All Season; Front Axle - Reversal Elbow *1 beam</td>
</tr>
<tr>
<td>Front axle capacity is 5,950 lbs.</td>
</tr>
<tr>
<td>Rear Axle - Full-floating, single reduction. Rear axle capacity is</td>
</tr>
<tr>
<td>13,600</td>
</tr>
<tr>
<td>Front Spring: Tapered leaf springs with shock absorbers. 5 950lb</td>
</tr>
<tr>
<td>rating; Rear Spring: Tapered leaf springs with shock absorbers and</td>
</tr>
<tr>
<td>auxiliary helper leaf spring 9,877 lb. rating; Rear Axle Ratio: Standard</td>
</tr>
<tr>
<td>4.63 with Aisin A465 six speed automatic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>173'WB / 109.5'' CA</td>
</tr>
<tr>
<td>Aisin A465 - 6 speed automatic transmission</td>
</tr>
<tr>
<td>Cold Package - Remote Heated Mirrors, Block Heater, Fuel Heater</td>
</tr>
<tr>
<td>Magnetic suspension driver seat with arm rest and charcoal fabric.</td>
</tr>
<tr>
<td>Rear Heater w/ control (5,459 BTU/hr)</td>
</tr>
<tr>
<td>PDI at Port (Diesel!)</td>
</tr>
<tr>
<td>*POST-PRODUCTION Fire Extinguisher ABC 25FP, Triangl Kit (17</td>
</tr>
<tr>
<td>1/4'' wide x 16 1/2'' high); LED Harness</td>
</tr>
<tr>
<td>Order Code</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>COEMAT</td>
</tr>
<tr>
<td>No_SalesTax</td>
</tr>
</tbody>
</table>

Customer: City of Irving  
Dealership: Rush Truck Center - Dallas  
Quote Name: 2019 Hino 155DC  
Quote Id: 163965  
Prepared By: Jim Taylor
## Products

<table>
<thead>
<tr>
<th>Product</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>LANDSCAPE BODY - 12 FT</td>
<td>4 Flush Mounted &quot;D&quot; rings mounted on flat 12 ft. platform floor of body, 6&quot; off side rails and 24&quot; off front and rear edges</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOOR + REMOVABLE DOVETAIL (INCLUDES 4 D-RINGS ON FLOOR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE HEADBOARD - STORAGE BOX W DROP DOWN REAR DOOR, 96&quot;L X 23&quot; D X 20&quot;</td>
<td><em><strong>1 REAR FACING HINGE DOOR</strong></em></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE STEP</td>
<td>1 EACH SIDE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE RAMP - 5 FT</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG - 6 K CAPACITY - SPLIT - SPRING ASSIST</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE REMOVABLE D/T OPTIONS - DROP IN GATES - SET OF 2 - FRONT AND REAR</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE SIDES - 15&quot; FOLD DOWN</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE - INSTALLATION OF BED ON TRUCK</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 PIECE RAKE AND SHOVEL HOLDER MOUNTED BEHIND CAB</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER COOLER RACK - MOUNTED IN HEADBOARD</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TT-2 TRIMMERTRAP</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCKABLE RACK, 3 TIER PAINTED TO MATCH BODY</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOOLBOX - UNDERBODY - 36&quot; X 16&quot; X 18&quot; - INSTALLED 1 EACH SIDE</td>
<td></td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HITCH BUMPER - DUMP BODY - 2-1/2&quot; 20K CAPACITY FRAME MOUNT</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRAKE CONTROLLER - 9030 - W/ 7 WAY LIGHT PLUG</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTALL BACK-UP ALARM</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LANDSCAPE LIGHTS - WL-RO</td>
<td></td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STANDARD LED PACKAGE
**6" OVAL LED LIGHTS**
PAINT - SUMMIT WHITE B8550-
NO PIN STRIPE
White EMRON or equal to match Cab & Chassis

OPTION
LED MINI STROBE LIGHTS - 8 TOTAL - 2 IN GRILL - 2 IN REAR
DOVETAIL - 2 IN REAR - ICC - 2 ON EACH SIDE OF BODY AT 7
FT - WIRED TO SWITCH - LED LIGHT BAR ON TOP OF CAB -
WIRED TO SWITCH

CROSSMEMBERS ON 12"
CENTERS

Terms and Conditions

**3% convenience fee on credit card payments related to truck bodies**
**All final payments need to be made with a certified, official, or cashier's check.**
**Quote good for 30 Days**
**Lead times and pricing subject to change without notice**
**All payment terms are COD unless stated elsewhere. All COD payments must be received at time of pick-up or before items are shipped.**

RUSH TRUCK CENTERS - DALLAS

Signature

Date

Copyright Wi-Ro inc.
1-1/2 Ton Crew Cab for use with Item 2. Landscape Body – Qty 2.
07132, 07171

Can you comply? If not, state what you are bidding?

Comply

Cabin: Chevy, GMC, Isuzu, Crew Cab - 4-Door or Equivalent Low cab Forward Design

Comply


Emissions Information: NOx (oxides of nitrogen) 

Comply

CO₂ (carbon monoxide) 

Comply

PM (particulate matter) 

Fuel Economy Information: MPG: City D/A Highway D/A 

16,000 GVWR minimum; State GVWR being bid: 14,500 lbs

Comply

Electrical: Two each heavy-duty battery, highest rated OEM available State minimum CCA you are bidding: 740CCA

Comply

Alternator: Single heavy-duty, highest rated OEM available State minimum amp you are bidding: 130amp

Comply

Wheel base: To match utility body requirements, state WB being bid

Allison 6-speed

Comply

Transmission: HD 5-speed electronic automatic transmission with overdrive. With Tow/Haul Mode and Heavy-Duty auxiliary oil cooler.

Comply

Cab to axle: To match “Landscape” body requirements, State Cab to Axle being bid:

Comply

Shocks: HD Gas shock absorbers or equal

Comply

Tires: Current Year Standard Mfg. Seven (7) tubeless radial all-season tires and wheels to match load capacity of body to be installed. Must include full size spare.

Comply

17.5" 

Wheels: 17" X 7.0" 8-Hole style steel wheels

Comply

Dual Rear Wheels

Comply

Steering: Power Steering

Comply

Brakes: Power 4-wheel disc brakes with 4-wheel ABS

Comply

Fuel Tank: Maximum capacity.

30 gal.

Comply

Radiator: Heavy duty. Manufacturer’s heaviest available.
State spec's for item being bid:

1-1/2 Ton Crew Cab for use with Item 2, Landscape Body – 07132, 07171

Can you comply? If not, state what you are bidding?

- **comply**
  Make: Hino

- **comply**
  Model: 155DC

- **comply**
  Cab steps: Driver and Passenger only, Black OEM only.

- **comply**
  Front Seat: 40-20-40 split front bench seat heavy-duty vinyl

- **comply**
  Instruments: Tachometer, voltmeter, trip odometer, oil pressure/coolant, temp/fuel gauges, indicator lights, air filter minder, turbo boost, engine hour meter.

- **comply**
  Flooring: OEM Heavy duty vinyl full floor covering with 4 each heavy-duty vinyl or rubber removable floor mats for front and rear.

- **comply**
  Door hinges: Bolted in door hinges (no welding)

- **comply**
  Grab Handles, driver and passenger OEM

- **comply**
  Auxiliary Power Ports: 2 each including cigar lighter

- **comply**
  Cargo light

- **comply**
  Front tow ring

- **comply**
  Sealed beam halogen headlights with factory installed daytime running lights

- **comply**
  Roof clearance lights

- **comply**
  Mirrors: Manual Telescoping Trailer Tow mirrors side and day/night rear

- **comply**
  Glass: Solar tinted glass; fixed rear window.

- **comply**
  Interval wipers with intermittent control

- **comply**
  Painted white

- **comply**
  Driver and Passenger air bags

- **comply**
  Colored-keyed safety belts with front seat adjustable d-rings

- **comply**
  Horn

Revised: 9/30/2019/08 Page 2.
Can you comply? If not, state what you are bidding?

Options: State additional cost factory installed

A. Radio: AM-FM with clock OEM factory

B. Air Conditioning: OEM factory installed, manual

C. Fire Extinguisher: One 2.5 lb, ABC type, rechargeable with charge/discharge dial, shall include mobile mounting bracket, but not to be installed.

D. Shop/Repair (PCED, Wiring) and parts Manual, complete set, check if you can provide: Paper Book ___ CD ___ Web Access ___

E. Rear axle: Limited Slip, 3.73 Axle ratio.

F. Heavy Duty Suspension Package. Extra heavy front springs and steering damper. State spec’s for package being bid:

G. Tow Package: Pintle Hitch to match vehicles max towing capability. Hitch to be permanently attached and not to impede the use of the tailgate when let down. The hitch mounting height to be between 15" and 18" from the bottom of hitch to ground level. Also to include an OEM brake controller, wiring kit, and combination Pintle and 2" ball and a 6-post electrical plug.

H. Brake Controller: Aftermarket if no OEM brake controller is available.

J. Strobe lights: 6 way corner Hideaway strobe system: 2 in front turn signals, 2 in rear lights, 1 on left side, and 1 on right side. Control to be mounted in the cab.

LED Light bar mounted on rear Headache Rack, wiring able to extend and retract during bed dumping operation
Item 2
Landscape Body for Use with Item 1, 1-1/2 Ton Crew Cab – Qty 2
07132, 07171

Can you comply? If not, state what you are bidding?

**Landscape Body**

**Cadet, Knapheide, or Equivalent** Make and Model: Landscape/Service Body, State Make and Model Bid:

**5' Low Tail**

- Inside Length: Overall length to be a minimum of 14 feet, to include a 12 ft. platform and a 4 ft. “Beaver Tail”, to fit Cab Chassis being bid on in Item #1.

- **Long sides:**
  - 5 inch by 6.7 lb./ft. channel (A36) - full length of body.

- **Cross members:**
  - 3 inch by 4.1 lb./ft. channel (A36) on 16 inch center.

- **Floor:**
  - 11 gauge (1/8 inch) tread plate.

- **Beaver Tail:**
  - 11 gauge (1/8 inch) tread plate.

- **5' Long**

  - 4 feet long on a 20 degree slope.

  - **X-members on 12 inch centers.**

- **Side Rail:**

  - Drop sides: No permanent side rails

  - **15” sides**

    - 4 inch by 3 inch by 1/4 inch structural angle (A36).

    - **Sides:**
      - 16 inch high.

    - **3/4 inch #9 flat expanded metal.**

    - **1-1/2 inch by 1-1/2 inch by 11 gauge (1/8 inch wall) tubing vertical braces on 24 inch center.**

comply

2 inch by 2 inch by 1/8 inch structural angle top rail

Item 2 - Continued
Landscape Body for Use with Item 1, 1-1/2 Ton Crew Cab – Qty 2
07132, 07171

state what you are bidding?

“Rub Rail” to be installed on both sides of the bed from the front to rear of bed, not to impede the access to the fuel tank cap area.

Bulkhead:
10 gauge.

42 inch with 3 inch structural channel braces.

12 inch by 24 inch expanded metal window.

LED light bar with built in arrow stick mounted on the top of the headache rack. Control to be mounted in the cab.

Tailgate:
Minimum of 84 inch high.

1-1/2 inch by 1-1/2 inch by 11 gauge (1/8 inch wall) tubing frame.

Decked with 3/4 inch raised expanded metal to provide traction up the ramp. (Sharp edge facing upward).

Spring assisted – Three (3) 1 inch lower pins - removable.

Security lock latches on each side of gate.

Miscellaneous:
Paint - White EMRON or equal to match Cab & Chassis.

All Lights to be Whelen (4” oval) Super-LED Series.

Back-up alarm; 102 db minimum

Rear tow ring

Mud Flaps

4 Flush Mounted “D” rings mounted on flat 12 ft. platform floor of body, 6” off side rails and 24” off front and rear edges.

Item 2 - Continued
Landscape Body for Use with Item 1, 1-1/2 Ton Crew Cab – Qty 2

Revised: 9/30/2019/08 Page 5.
state what you are bidding?

2 side mounted Tool Boxes mounted under the front of body. One on each side. Size to be 36" x 18" x 18". Black in color to match the truck chassis.

1 "Cross Over Tool Box" to be welded to the headache rack and the front of the bed. Size to 96" x 18" x 18". White in color to match the truck. Access doors to be on "both sides" of the truck with the hinges on the "top portion" of box Lockable on both ends.

Bid prices shall include installation on 1-1/2 Ton Crew Cab & Chassis.
# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
## BUYBOARD

**Vendor**: RUSH TRUCK CENTER  
**Date Prepared**: 12/11/2019

**Contact for Vendor**: COLTON KRUSE  
**Phone**: (830) 320-5219

**End User**: City of Irving  
**Contact**: Paul Stanglin  
**Phone/Fax**: (972) 237-8701

**Product Description**: Peterbilt 567 Rear Loader

---

### A: Base Price in Bid/Proposal Number: 601-19

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterbilt Front/Rear Axles &amp; Equipment</td>
<td>$14,078.00</td>
</tr>
<tr>
<td>Peterbilt Engine/Transmission &amp; Equipment</td>
<td>$22,915.00</td>
</tr>
<tr>
<td>Peterbilt Air &amp; Trailer/Tires &amp; Wheels</td>
<td>$7,436.00</td>
</tr>
</tbody>
</table>

**Series**: 567  
**AMOUNT**: $87,216.00

---

### B: Published Options (Itemize Below)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>OPT #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTC-0126</td>
<td>500E</td>
<td>Peterbilt Floorplan Interest</td>
<td>$731.10</td>
</tr>
<tr>
<td>RTC-1059</td>
<td>Lot Insurance</td>
<td>$723.50</td>
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</tr>
</tbody>
</table>

**Subtotal Column 1**: $44,459.00  
**Subtotal Column 2**: $123,095.60  
**AMOUNT**: $167,554.60

---

### C: Subtotal of A + B

**AMOUNT**: $251,770.60

---

### D: Non Published Options

| Heil of Texas DuraPack with Options   | $15,050.00|
| CVS Rig Up & Modifications            | $2,293.00 |

**Subtotal Column 1**: $17,343.00  
**Subtotal Column 2**: $-

---

### E: Unpublished Options added to Base Price (Subtotal "Col 1 + Col 2")

**AMOUNT**: $17,343.00

---

### F: Contract Price Adjustment (If any, explain here)

| Pacar Multi Unit Discount             | $(1,507.60)|

**AMOUNT**: $270,606.00

---

### G: Quantity Ordered/Units: 6.00 x

**AMOUNT**: $1,623,636.00

---

### H: BUYBOARD Administrative Fee

**AMOUNT**: $-

---

### I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)

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### J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

**AMOUNT**: $1,623,636.00

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ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

Comply

Body shall be a 27 cubic yard, rear loading refuse packer body. Minimum total body weight shall be 16,000 lb. Body sidewall, roof, floor, and front bulkhead shall be constructed of high tensile steel with thickness and reinforcement necessary to prevent any deformation. All welds shall be solid and continuous. After the body is mounted, the truck shall be state inspected.

Comply

All moveable packer parts shall be equipped with easily accessible grease fittings.

Comply

Vehicle total height decal shall be on the inside of windshield at the top facing the driver. (Minimum 3" letters)

Comply

Drain plugs shall be installed in both the body and the hopper.

Comply

Body shall be painted white to match cab of vehicle, the entire tailgate portion shall be painted hi-visibility yellow.

Comply

A door shall be installed on left-hand side of body to provide access for cleaning behind ejection panel. The door opening shall be approx. 1,000 sq. inches and shall be reinforced to prevent deformation of the body sidewalls.

Comply

A ladder shall be provided for easy access to the clean-out door. Rungs shall be approximately 12 inches wide and 4 inches deep and constructed of Grip Strut, 12 gauge steel, serrated safety grating to provide safe footing. See photo #4.

Comply

An additional steel ladder shall be installed on the left side (to prevent low tree limb damage) to provide access to the top of the packer body. Rungs shall be approximately 12 inches wide and 4 inches deep and constructed of Grip Strut, 12 gauge steel, serrated safety grating to provide safe footing. See photo # 4

Comply

One additional grab handle shall be mounted on the roof within reach of man on ladder. Rebar is not acceptable.

Comply

Tailgate Lift Cylinders shall be 4-inch bore minimum.

Vendor’s Name: Company Name: Heil of Texas
City of Irving, Texas  
Bid Name: Rear load collection vehicle(s)  
Bid Number: Solid Waste Services  
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

**Comply** Turnbuckles shall have a 1 inch eye bolt with 1 inch coarse thread shank (8 TPI).

**Comply 3.94 Cu. yds.** Loading Hopper: Mfr. Standard hopper shall have a minimum capacity of 3.00 cubic yards. Automatic actuated safety split cycle sweep blade is required to stop 6 to 8 inches above lip of hopper. Hopper sidewalls shall be 3/16-inch minimum thickness AR400 and hopper floor shall be 3/16-inch minimum thickness AR400 high tensile steel.

**Comply** Packing Mechanism: Shall be hydraulically operated and designed and constructed to withstand continuous operation at maximum imposed loads without deformation or excessive wear. Mfr. standard cylinders shall be at a minimum:

- Upper Panel Cylinder – 5-inch bore
- Packing Blade Cylinder – 5 ½ -inch bore

**Comply** Packer cylinders must be set to provide 1000 lbs. per cubic yard minimum packing pressure. Packer body design and packer construction must be capable of operating at this packing pressure.

**Comply** Packer blade face shall be 3/16-inch thick AR400 high tensile steel, minimum.

**Comply** Ejection panel shall be 11-gauge high tensile steel, minimum.

**Comply** Ejection Cylinder shall be 6-inch bore minimum with 4 stages.

**Comply** Ejection Panel: Shall be hydraulically actuated and designed and constructed to withstand continuous operation at maximum imposed loads without deformation or excessive wear. Ejection panel shall traverse the entire length of the body uninterrupted, shall not bind under packing and ejection operations, shall advance automatically while loading, and shall be able to return to the front of the body when the body is empty.

**Comply** Shoes on ejection panel shall be cast alloy steel and must be replaceable without removing the panel from the ejector body. Shoes must have a three-year written guarantee from the manufacturer. Guarantee shall be attached to the bid.

Vendor’s Name: ____________ Company Name: HAIL OF TEXAS

Page 14 of 26
ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

HYDRAULIC SYSTEM:

Comply

All hydraulic components must be shielded from heat-producing exhaust components such that hydraulic fluids do not exceed the maximum temperature recommended by manufacturer. State manufacturer's recommended maximum temperature: 170-180 °F. State type of fluid: ISO 42.

Comply

Working hydraulic pressure shall be provided by a pump driven by the power take-off mounted directly to the transmission.

Comply

Hydraulic pump shall be all steel construction and designed to operate at peak load and frequent short intervals. Power Take-Off to work in neutral only; "Pack on the Go" features are to be disabled.

Comply

PTO must run quietly and gearing shall be selected for minimum engine RPM at the correct operating pressure and gallons per minute.

Comply

The system shall incorporate a relief valve to protect all components from excessive pressure and overloads.

Comply

Reservoir: Shall be mounted inside the body, on the right hand side, behind the ejector blade and shall include a sight gauge and manual shut-off valve with easy access to fill cap.

Comply

An accessible, replaceable filter with by-pass shall be included in the return line of the hydraulic system.

Comply

Hydraulic hoses shall be S.A.E. standard for designed pressures. All hose bends shall have radius as large as practical. Kinks or flat spots in hoses will not be acceptable.

Comply

Hydraulic hoses must meet a 6000 psi rating.

Comply

Hydraulic hoses must be routed outside frame rails away from the heat source to the greatest extent possible. Hydraulic hoses shall be secured with BETA clamps.
ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

Comply

All hydraulic cylinders shall carry a minimum 5-Year Full Manufacturer’s Warranty. This shall be provided in writing.

Comply

Body installer will provide wiring schematic showing all local installation wiring.

Comply

Sweep blade and packer controls shall be mounted on the right side of the tailgate. All moveable parts shall be equipped with grease fittings at all moving joints.

Comply

An automatic throttle device to raise engine speed to the proper RPM during the packing cycle shall be incorporated; state packing cycle time in seconds. Automatic throttle shall only advance in neutral.

Comply

A safety device to stop all operation of the packing mechanism shall be mounted on the right side of the tailgate without intruding on the leg room of the operator standing on the right rear step.

Comply

All controls on the packer body shall be clearly labeled for easy recognition and operation.

Comply

A rear to cab buzzer shall be mounted on both the left and right side of the hopper for easy access by the operator.

Comply

Unit shall be equipped with add-on Precision Filtration system – PIRTEK. Contact City of Irving Fleet 972-721-2226.

LIGHTS:

Comply

A light bar shall be installed across the top of the tailgate. Two outside amber LED lights shall operate as turn signals and as strobe lights; two red lights, inboard from these shall operate as brake and running lights and one white LED light in the center shall operate as backup light. The amber lights shall be wired separately and have a separate, clearly labeled, switch inside the cab and be wired on separate posts or dedicated plug into the fuse panel when possible. Rear facing lights mounted on the side of the tailgate assembly will not be accepted. Coordinate with chassis vendor for proper wiring harness. See Photo #5. All lighting shall meet DOT regulations.
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

Comply

All lighting shall be LED type and shall meet all Texas and federal regulations.

Comply

All lights shall be Grote, Warner or Superior Signal Brand lighting.

Comply

Lights on lower portion of tailgate shall be recessed or guarded to provide maximum protection against damage through normal loading and operation of packer.

Comply

An OSHA approved 110 Decibel White Sound electronic backup alarm shall be installed to alert individuals the vehicle is backing up. Brigade model # BBS-110 non-adjusting.

MANUALS AND SOFTWARE-PACKER BODY:

Comply

Vendor shall provide one hard copy and one CD ROM of the operations, repair, and parts manuals for the packer body being bid.

RIDING STEPS:

Comply

Rear steps shall meet ANSI standard ANSI Z245.1-2008; section 7.2.8.

Comply

Rear riding steps shall be constructed of Grip Strut 12 gauge steel serrated safety grating for top surface, to be mounted no higher than 20 inches above the ground, and extend to the rear most portion of the vehicle. See photo # 6.

Comply

Have a depth of at least 9 inches and provide a minimum of 245 sq. inches of surface area and shall be extended outward from the sides as far as legally allowed by state and federal law.

Comply

Capable of supporting a vertical static load of 500 lbs at the point furthest from its point of attachment.

Comply

Handholds shall be placed so that a rider who is positioned on the step, facing the side of the body, shall be able to attain four point contact with the vehicle, using both hands and both feet at approximately shoulder width.

Vendor’s Name: [Signature]  Company Name: [Signature]

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ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

MISCELLANEOUS:

Mounting: Packer body and cab and chassis shall be compatible in regard to transmission, proper frame length and clearances, and proper weight distribution on front and rear axles. Frame shall not be altered in any manner other than that approved by chassis manufacturer. Stencils to this effect on the frame shall be noted.

Contractor shall be responsible for the stability of the whole unit with body components in all positions and under varying loads. Counter weight added to the front bumper or frame is not acceptable.

Mud Flaps: Shall meet Texas requirements. Two sets of mud flaps shall be installed: (1) First set ahead of rear axles and (2) Second set behind rear axles to be suspended from tailgate.

Painting: The entire packer body shall be properly cleaned, painted with a suitable primer, and finish painted with a high grade acrylic polyurethane enamel of the hardest finish available to match the cities logo and design color. The entire tailgate portion is to be painted with a high visibility yellow safety color paint.

Noise Control: The completed unit must comply with the latest federal anti-noise requirements.

Safety warning labels pertaining to packer, ejector, or tailgate operations shall be included and prominently displayed.

A “Lube Diagram” shall be placed on both sides of body at approximately 5’ above ground and near front of the body.

One line of red and white reflective tape, 2” wide, shall be applied horizontally down the sides and along the bottom of the packer body and across the back, below the lip of the hopper. 3M Scotchlite or approved equal.

Vendor’s Name: [Signature]  Company Name: Heil of Texas
City of Irving, Texas  
Bid Name: Rear load collection vehicle(s)  
Bid Number: Solid Waste Services  
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

4-CAMERA DVR SYSTEM

Vendor shall install an AWT-3RD EYE Mobile Vision Brand back-up camera/DVR system with 32GB camera card included; Model # hd-awtsl204msd1020t04. System shall include (4) Sharp color CCD cameras, with 150 degree view angle, 420 TV lines and 18 automatic infra-red night vision lights.

Monitor shall be a 7" color wide screen, camera view selectable option from monitor and have built in DVR capability. Monitor shall be dash mounted inside the cab (to include backing plate under dash for support). Pedestal mounting is not acceptable. Installation shall include factory weatherproof cables and connectors routed in such a way as to prevent impact or abrasion, yet allow easy inspection and replacement. All electrical components are to be wired on separate posts or dedicated plug into the fuse panel when possible.

First camera shall be mounted in the rear center of body to display maximum visual area behind vehicle. Model # AWT2020T.

Second camera shall be mounted on the passenger side door post just above the hood latch and shall be a Model # AWTC60P camera.

Third camera shall be mounted inside the cab on the passenger side to provide a view of the operator(s) inside the cab. Model # AWT2020T.

Fourth camera shall be mounted to provide a view of the road ahead. Model # AWT2020T.

All external cameras shall be shielded by a protective housing to provide maximum protection from impact and shield the connecting cable, yet provide a full field of vision.

A spare 32GB SanDisk camera card shall be supplied as a back-up.

Vendor shall provide operations, repair, and parts manuals for the camera system being bid.

Vendor’s Name: [Signature]  
Company Name: Heil of Texas
ITEM 2 - PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

PORTABLE FIRE EXTINGUISHERS:

Vendor shall provide 2 each per truck, new Badger Model 10MB-8H portable 10-lb. ABC dry chemical fire extinguishers, rechargeable, with charge/discharge dial, rubber hose, and hose retaining band and clip. Extinguishers are to be mounted to front corners of the body, facing forward, between the body and the cab.

Extinguishers shall be mounted using Buckeye Fire Extinguisher bracket Model 700226 with hair pin lock mechanism. Vendors may contact Paul Stanglin at (972) 721-2232 for mounting instructions and for any additional questions. No other brands or models will be accepted. See Photos # 7 & 8.

TOOL BOX:

A Rawson Koenig tool box, model #H362418, shall be added to the curb side of the vehicle as far forward as possible. The tool box shall be mounted on the right side at least four inches ahead of the water keg rack and recessed three inches from edge of body. Key code will be provided; contact Paul Stanglin at (972) 721-2232 before ordering. See photo # 9.

WATER COOLER RACK / SPILL KIT RACK:

A Water Cooler Rack shall be mounted on the right hand side and underneath and to the packer body (not the frame) and between the frame rail and the sidewall of the packer body. The rack shall be mounted six inches ahead of the forward mud flap on the passenger both sides.

Rack shall be 16" wide, 16" deep, and 24" high. Rack shall be constructed entirely of welded steel and welded to the underside of the packer body with all welds solid and continuous. See photo # 8.

Corner posts shall be constructed of 1-1/2" angle iron, 1/8" thick. The rear corner posts shall be turned inward to form inside corners and the front corner posts shall be turned outward with flat surface facing front to allow full 16" wide opening.

Vendor's Name: [Signature] Company Name: Heil of Texas
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

**ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS**

**Comply**

Floor shall be 16” x 16”, 1/8” thick steel plate, reinforced from underneath with 1-1/2” angle iron, 1/8” thick, between corner posts on sides and rear. **No angle iron across the front.** See photo # 10.

**Comply**

Rack shall be enclosed on three sides. Left, right and back walls shall have full wall of 1/8” thick steel plate, 16” x 20”.

**Comply**

Front shall have 16” x 24” opening with a 1/4” chain extending across the front to hold water cooler securely in place. Chain shall be welded to the left front corner post 12” up from the bottom, extend across to the right corner post and attach with heavy duty quick-release hook or clasp. **Dog chain will not be acceptable.** Ra9s not made to specs will not be acceptable. Vendors may contact Paul Stanglin at 972-721-2272 for further information. See Photos # 10.

**Comply**

A Spill Kit Rack of similar design as the water cooler rack shall be mounted on the left side underneath and to the packer body (not the frame), and between the frame rail and the sidewall of the packer body. The rack shall be mounted ahead of the forward mud flap on the driver’s side. See photo # 11.

**PITCH FORK AND SHOVEL RACKS:**

**Comply**

Pitch Fork and Shovel Racks: Shall be mounted on the curbside of the body of the vehicle near the front of the body. See photo # 12.

**Comply**

Each rack shall consist of a 3” flat strap, 1/4” thick, and 9” long with two hooks welded to it 3” apart and 3” from either side.

**Comply**

Each hook shall be constructed of 5/8” hot roll steel, shall extend 3” out from the flat strap, bend 90 degrees, and extend straight up 5”.

**Comply**

All racks shall be painted to match the body.

**Comply**

Any racks of similar design may be acceptable if first approved by the City of Irving. Vendors may contact Paul Stanglin at (972) 721-2272 for alternate design approval, mounting instructions and for any additional questions.

Vendor’s Name: [Signature]
Company Name: Heil of Texas

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City of Irving, Texas  
Bid Name: Rear load collection vehicle(s)  
Bid Number: Solid Waste Services  
Bid Due Date: September 27, 2019  

ITEM 2 - PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS  

ELECTRICAL:  

Comply

Factory dash mounted switches are to be used to control the pump, throttle, and rear flashing amber lights. PTO is to be wired to restrict speed to 20 mph when engaged. Consult with chassis vendor.  

Comply

All add on electrical components or controls are to be wired on separate posts or use a dedicated plug into the fuse panel when possible.  

WARRANTY:  

Comply

Vendor shall supply literature of the exact model of refuse collection body and all relevant equipment being bid.  

Comply

Vendor shall include literature on the manufacturer's standard warranty including a full explanation of what is covered and what is not.  

Comply

Vendor shall supply information, brochures and schematics for all items of exception to bid specifications.  

Comply

All special dealer options shall include a list of factory part numbers and a brief description.  

Comply

All hydraulic cylinders shall carry a minimum 5-Year Full Manufacturer's Warranty. This shall be provided in writing.  

INSTALLATION:  

Comply

Bid shall include installation of Packer Body on Item 1, Cab and Chassis.  

OPTIONAL: State availability and additional cost.  

Comply

C. Wiring mounted on the roof shall be protected by a metal covering to prevent damage from tree limbs (bolted to the roof for access). See photo # 13.  

Vendor's Name: ______________  
Company Name: Heil of Texas  

Page 22 of 26
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

D. Fender Extension Kits added to the packer body to cover the width of the rear wheels and prevent mud and water from being sprayed on the operator(s) riding on the steps.

E. Tailgate Side Spill Troughs added to the tailgate below the side cover panels to catch any debris that falls through the sweep blade arm openings.

F. DECALS AND LOGOS

Vendor shall provide all City of Irving decals and logos. The horse and lettering for the logos shall be done using Avery 900 Series Supercast Dark Metallic Charcoal 900-809-M material. The “Delivering Exceptional Services” shall be in title case lettering. All logos are directional and the Mustangs shall be facing forward. See photos # 14 and 15.

A black stripe down the side shall be done using 3M 7725-12 Series Black material. No other materials will be accepted. See photos # 14 and 15.

A Red banner shall be installed below rear light bar stating “VEHICLE MAKES FREQUENT STOPS” in white lettering. View something similar at: https://www.compliancesigns.com/NHE-14958.shtml. See photo # 5.

G. Tote Tipper

A Bayne Revolution Thinline tote tipper shall be mounted to the left side of the hopper.

This shall include an adjustable mounting plate with steel sub-plate welded to the packer body and all fasteners to secure the tipper.

This shall include a hydraulic tap in kit with all valves, hoses and fittings needed to complete the hydraulic circuit.

Vendor’s Name: [Signature] Company Name: [Signature]
Page 23 of 26
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

Comply

The tipper must be engineered to mount on the proposed refuse body and must be completely powered and controlled hydraulically without the need of electrical switches and/or solenoids.

Comply

The tipper must be able to accommodate all styles/brands of containers between thirty-two (32) and ninety-six (96) gallon capacity, which conform to the ANSI Z245.60-2008 type B container specifications.

Comply

Tipper shall have a net lifting capacity of no less than four hundred (400) pounds at a system pressure no greater than eighteen hundred (1800) PSI.

Comply

Tipper must be able to engage/disengage the containers within a mounting range of thirty-five (35) to forty-one (41) inches without having to manually lift or hold the container onto the tipper and compensate as the vehicle load varies, uneven terrain, potholes, etc.

Comply

Tipper must have a minimum of twenty-two (22) inches of vertical clearance between the bottom of the tipper and the ground to prevent contact between the tipper and the ground.

Comply

Mounting of tipper shall allow full and safe access to the hopper sill during the normal loading of bulk items.

Comply

Tipper must be capable of operating regardless of movement of the refuse body packer blade and must operate independently of each other.

Comply

Tipper shall be actuated by a single hydraulic rotary actuator throughout the dump cycle and have a smooth motion throughout the lift cycle.

Comply

Actuator shall be mounted with roller bearings that are immersed in hydraulic oil for extended life.

Comply

The tipper must be constructed of 3/8” thick a-36 steel and be a minimum of 20” wide to provide proper support under normal operating conditions.

Vendor’s Name: [Signature]
Company Name: Heil of Texas

Page 24 of 26
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

ITEM 2 – PACKER BODY TO BE INSTALLED ON ITEM 1, CAB AND CHASSIS

Comply
All pivot points are to be supplied with composite type greaseless bearing or zerk type grease fittings.

Comply
All hydraulic hoses shall be secured to the packer body so as to provide for safety and prevent interference with the packer operation. All hoses shall be rated for a minimum of three thousand (3000) PSI and all hydraulic fittings shall be standard SAE or JIC type.

Comply
The hand valve shall be spring centered to allow all motion to stop when released in any position; no other control method shall be acceptable.

Comply
Tipper shall have a two (2) year warranty for defects in materials and workmanship from the date of delivery.

H. SECOND TOTE TIPPER

Comply
Provide cost to install a second tote tipper on the right hand side of the hopper using the specifications outlined above.

TRADE IN:

Provide trade in values of each vehicle listed below, these vehicles are available for viewing and inspection at the Briery Municipal Yard on Wednesdays. Contact Aaron Hayes to schedule an appointment or for further details on this equipment (972-721-2210).

N/A
#06180 – A 2006 Freightliner; 35,000 GVWR chassis with a 24 cu yd dump brush body.

N/A
#06190 – A 2007 Sterling LT-8513; 60,000 GVWR chassis with a 25 yd PakMor Rearload collection body.

N/A
#06191 – A 2007 Sterling LT-8513; 60,000 GVWR chassis with a 25 yd PakMor Rearload collection body. In service as a back-up unit.

N/A
#06192 – A 2007 Sterling LT-8513; 60,000 GVWR chassis with a 25 yd PakMor Rearload collection body. In service as a back-up unit.

Vendor’s Name: [Signature]
Company Name: [Signature] Heil of Texas

Page 25 of 26
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: September 27, 2019

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>#06197 – A 2008 Sterling LT-8513; 60,000 GVWR chassis with a 25 yd PakMor Rearload collection body. In service as a back-up unit.</td>
</tr>
<tr>
<td>N/A</td>
<td>#06198 – A 2008 Sterling LT-8513; 60,000 GVWR chassis with a 25 yd PakMor Rearload collection body.</td>
</tr>
</tbody>
</table>

Vendor's Name: [Signature]
Company Name: Heil of Texas
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo # 1
Brass Ball Valves,
Battery Cut Off Switches &
Cone Rack

Vendor's Name: [Signature]  Company Name: Heil of Texas
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo #2
Amber Battery Light

Photo #3
Stereco Hub Cap

Vendor's Name: [Signature]
Company Name: Heil of Texas

Page 2 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo #4
Access door and roof ladder

Vendor's Name: [Signature]
Company Name: Heil of Texas
Page 3 of 3
Photo #5
Light bar &
Caution Banner

Neil of Texas
Photo #6
Rear Riding Step
Photo # 7
Fire Extinguisher Drivers Side

Photo # 8
Fire Extinguisher Passenger Side

Heil of Texas
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo #9
Tool box &
Water Keg Rack

Vendor's Name: [Signature]  Company Name: Heil of Texas

Page 1 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo # 10
Water keg rack

Photo # 11
Spill Kit Rack

Vendor's Name: [Signature]

Company Name: Heil of Texas

Page 2 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo #12
Pitch fork and shovel rack
Vendor's Name: [Signature] Company Name: Heil of Texas

Page 3 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo # 13
Wiring cover

Vendor's Name: [Signature]  Company Name: Heil of Texas

Page 1 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo # 14
Door Logo

Vendor's Name: [Signature]
Company Name: Heil of Texas

Page 2 of 3
City of Irving, Texas
Bid Name: Rear load collection vehicle(s)
Bid Number: Solid Waste Services
Bid Due Date: January 23, 2014

Photo # 15
Body Graphics

Vendor's Name: [Signature]
Company Name: Heil of Texas

Page 3 of 3
Standard Equipment Features included in Base Price

- 3.94 yd³ hopper
- Smooth body side construction
- Extra-duty 80,000 psi body
- Bolt-on ANSI compliant rear riding steps
- Tailgate service props
- Remote mount cast iron roller bearing gear pump (less PTO)
- Chrome-plated cylinder rods
- Chrome-plated ejector cylinder sleeves
- Underbody mounted oil tank
- Level/temperature/sight gauge for hydraulic oil tank
- Oil suction shut-off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 100-micron suction line strainer
- Regenerative valve for fast packer and reload times
- Neutral safety switch for automatic transmissions only
- Abrasion resistant hydraulic hoses
- Body side access door with step and grab handle

- Right side buzzer controls
- Right side packer controls
- Backup alarm
- Backup and license plate light
- LED Center-mounted brake light
- LED Duplicate high and low mount stop, turn and tail lights
- LED Mid-body turn signals
- LED FMVSS #108 clearance lights and reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating
- Customer's choice of one color finish paint from Color Smart brochure
- Standard 1-year (2,000 hours of operation) warranty
- ANSI Z 245.1-2012 compliant
- Cavity coat and joint sealer
- 5 lb. in-cab Fire Extinguisher
- Safety Triangle

Return to Index Page
Vehicle Pricing Overview

TOTAL of Item 1 BASE Bid from Quote

List individual price of the following options as noted on your attached quote:

Total of Item 2 BASE Bid from Quote

OPTION C – Protective cover for roof wiring

OPTION D – Fender Extension Kits

OPTION E – Tailgate Side Spill Troughs

OPTION F – Decals and logos

OPTION G – Tote Tipper Connections

Total of items 1 & 2 with options

Buyboard

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

$__________________

Item # 1
Buyboard # __________ / Expiration Date ____________________

Item # 2
Buyboard # 516-16 / Expiration Date 11/30/2019

Please include when submitting your paperwork:

• A copy of the original Buyboard / HGAC contract

Signature________________ Company Name__________________
## QUOTATION

**Quote #:** Q-0933  
**Date:** 12/10/2019  
**Expires On:** 01/31/2020

**Ship To:**  
Reagan Graham  
Rush Truck Center  
515 North Loop 12  
Irving, TX 75061  
FOR: CITY OF IRVING

**CONTRACT:** 599-19

### PRODUCT LIST

<table>
<thead>
<tr>
<th>QTY</th>
<th>PART #</th>
<th>PRODUCT NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td></td>
<td>REAR LOAD BODY</td>
<td>Heil #DuraPack 5000-27 yd. High Compaction Rear Loader</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>PUMP/PTO</td>
<td>Hotshift PTO w/ EOS---Fast Cycle Pump</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>PAINT / BODY</td>
<td>Body w/ be Painted White to match the Cab/ T/G will be Yellow</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>MOUNT</td>
<td>Factory Mount; Heil Plant</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>FRONT STROBES</td>
<td>Amber LED Flashing Strobes Front of Body (each corner)</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>SMART LIGHTS</td>
<td>Amber Alternating Petersen LED Smart Lights on Tailgate (Top&amp; Bottom)</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>BODY -LIGHTS</td>
<td>LED Body Light Kit</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>L.H. &amp; R.H. KIT</td>
<td>L.H. &amp; R.H. Buzzer Kit on Tailgate</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>ACCESS DOOR</td>
<td>L.H. Access Door w/ Step &amp; Ladder</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>MUD FLAPS</td>
<td>Mud Flaps – ahead of Rear Wheels</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>MUD FLAPS</td>
<td>Mud Flaps—behind rear wheels</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>BODY LADDER</td>
<td>Special Body Side Ladder w/ Grab handles mounted on Street-side</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>HYDRAULIC TANK</td>
<td>In-Body Hydraulic Tank Mounted Street-Side front of Body</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>SPILL TROUGHS</td>
<td>Spill Troughs each side of T/G</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>PAINT - TAILGATE</td>
<td>Pain: Entire Tailgate a Hi-Visibility Yellow; Dupont #B8054</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>REAR STEPS</td>
<td>Rear Steps lowered as specification on side of body</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>FENDER KIT</td>
<td>Fender Extension Kit on Body</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>SPLASH GUARDS</td>
<td>Special Extended Splash Guards on T/G</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>TOP COVERS</td>
<td>Brush Guards Covers for Hydraulic &amp; Cameras Lines /Top of body</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>WATER COOLER</td>
<td>Water Cooler Rack; Curbside/ per spec.</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>SPILL KIT</td>
<td>Spill Kit Rack; Street-Side/ per spec.</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>DECALS</td>
<td>Irving Decals for Truck Chassis and Body; per specifications</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>BROOM &amp; SHOVEL</td>
<td>Broom &amp; Shovel Racks; Curbside / front of Body per specifications</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>TOOL BOX</td>
<td>(1) Rawson Koenig (#H362418) Tool Box mtd. curbside frame.</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguishers</td>
<td>(2) Badger #10MB-8H Fire Ext. w/ Bucket Bracket #700226 &amp; lock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cylinder Warranty</td>
<td>(5) year Maximum-10,000hrs; Operation Cylinder Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body Warranty</td>
<td>(1) Year Body Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ejector Shoes</td>
<td>(3) Year Warranty on replacing ejector shoes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camera System</td>
<td>(4) AWT&lt;sup&gt;d&lt;/sup&gt;EYE Camera System/ 7” Color Monitor/ DVR / 32GB Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freight</td>
<td>Freight from Heil Plant to Irving Texas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Filter</td>
<td>(1) Hydraulic filter supplied with new unit delivery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hopper Floor</td>
<td>Hopper floor Kit -1/4”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lubrication Charts</td>
<td>Lubrication charts on Body; Grease /Lubrication diagrams w/ Body</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Stop</td>
<td>Safety Stop Switch to stop packer / pump on Curbside tailgate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Decal</td>
<td>Caution Decal across Rear Panel on Tailgate/ Metallic Lettering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cart Tipper Kits</td>
<td>Dual Installed Cart Lifter Kit/ Bracket/Control Valve/ handles / hoses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cart Lifter</td>
<td>(1) One Bayne Revolution Cart Lifter; mounted on Left side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filtration System</td>
<td>Pirtek Onboard Recycling/ Filtration System installed on each Body</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body Undercoating</td>
<td>No Body Undercoating from Heil Factory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Back-Up Alarm</td>
<td>Back Up Alarm -107 decibel White Sound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUYBOARD</td>
<td>Price increase in 2020 from BuyBoard Contract 599-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Factory Training</td>
<td>Lubrication charts / Training Programs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$117,533.00 each / Total Price: $705,198.00
Vehicle Pricing Overview

TOTAL of Item 1 BASE Bid from Quote

$__________________________

List individual price of the following options as noted on your attached quote:

Total of Item 2 BASE Bid from Quote

OPTION C – Protective cover for roof wiring $725.00 per Body

OPTION D – Fender Extension Kits $775.00 per Body

OPTION E -- Tailgate Side Spill Troughs $750.00 per Body

OPTION F – Decals and logos $1,200.00 per Body

OPTION G – Tote Tipper Connections $6139.00 per Single Tipper Tote

Total of items 1 & 2 with options

$__________________________

Buyboard

Item # 1
Buyboard # _____________________ / Expiration Date _____________________

Item # 2
Buyboard # 599-19 / Expiration Date 11/30/2022

Please include when submitting your paperwork:

• A copy of the original Buyboard / HGAC contract

Signature __________________ Company Name Heath of Texas

12/19/2019
## TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
### BUYBOARD

**Vendor:** RUSH TRUCK CENTER
**Date Prepared:** 12/31/2019

**Contact for Vendor:** COLTON KRUSE
**Phone:** (830) 320-5219

**End User:** City of Irving
**Contact:** Larry Spain
**Phone/Fax:** (972) 721-2220

**Product Description:** Peterbilt 520 Hooklift

### A: Base Price in Bid/Proposal Number:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>SERIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterbilt Diff Lock Both Axles</td>
<td>$2,046.00</td>
<td>320/520</td>
<td>$96,440.00</td>
</tr>
<tr>
<td>Peterbilt Wide Track Drive Axles</td>
<td>$1,387.00</td>
<td>320/520</td>
<td></td>
</tr>
<tr>
<td>Peterbilt Haulmaax HMX-600 46,000</td>
<td>$1,046.00</td>
<td>320/520</td>
<td></td>
</tr>
<tr>
<td>Peterbilt Paccar PX-9 380@1900 GOV@2100</td>
<td>$3,026.00</td>
<td>320/520</td>
<td></td>
</tr>
<tr>
<td>Peterbilt Allison 4300 RDS-P Transmission</td>
<td>$17,813.00</td>
<td>320/520</td>
<td></td>
</tr>
<tr>
<td>Peterbilt GY 20 PLY 315/80R22.5 G751 MSA Duraseal</td>
<td>$4,984.00</td>
<td>320/520</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Column 1: $30,302.00

### B: Published Options (Itemize Below)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>OPT #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterbilt Red Dot Ceiling Mounted Air Conditioner</td>
<td>$4,078.00</td>
<td>RTC-0129</td>
<td>Hooklift</td>
<td>$59,800.00</td>
</tr>
<tr>
<td>RTC-0159 Lot Insurance</td>
<td>$562.27</td>
<td>RTC-1059</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RTC-1060 Floorplan Interest</td>
<td>$598.51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peterbilt 5/100 Aftertreatment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paccar PX-9 5/100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GY 20 PLY 315/80R22.5 G751 MSA Duraseal</td>
<td>$3,825.00</td>
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</tr>
</tbody>
</table>

Subtotal Column 2: $65,038.78

Published Options added to Base Price: $95,340.78

### C: Subtotal of A + B

Subtotal of "Col 1 & "Col 2") $191,780.78

### D: Non Published Options

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galbreath U6-DPHK-176 Hooklift with Options</td>
<td>$43,806.00</td>
</tr>
<tr>
<td>Front Spare Tire &amp; Wheel</td>
<td>$1,989.00</td>
</tr>
</tbody>
</table>

Subtotal Column 1: $45,795.00

### E: Contract Price Adjustment (If any, explain here)

Subtotal of "Col 1 + Col 2") $45,795.00

### F: Total of C + D +/- E

Subtotal: $237,575.78

### G: Quantity ordered: Units: 1.00 x $237,575.78

### H: BUYBOARD Administrative Fee

$400.00

### I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paccar PX-9 5/100</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>Paccar PX-9 5/100 Aftertreatment</td>
<td>$640.00</td>
</tr>
<tr>
<td>Peterbilt 5/100 Air Conditioner and Heater</td>
<td>$1,535.00</td>
</tr>
</tbody>
</table>

Subtotal: $3,825.00

### J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)

Subtotal: $241,800.78

---

Packet Pg. 319
Solid Waste New Vehicles

Replacing Unit #:
#06211 2010 Sterling LT8513 25 YD Rear Loader

New Replacement 2020 Peterbilt 520 Galbreath Roll Off Truck
Solid Waste New Vehicles

Replacing Unit #
#06203 2009 Sterling LT8513 25 YD Rear Loader
#06204 2009 Sterling LT8513 25 YD Rear Loader
#06207 2010 Sterling LT8513 25 YD Rear Loader
#06208 2010 Sterling LT8513 25 YD Rear Loader
#06209 2010 Sterling LT8513 25 YD Rear Loader
#06210 2010 Sterling LT8513 25 YD Rear Loader

New Replacement 2020 Peterbilt 567 With 27 YD Heil Rear Loader Body
Traffic & Transportation New Vehicles

Replacing Unit #:
#07132 2003 Ford F350 Flatbed
#07171 2009 Ford F450 Crew Cab

New Replacement 2020 Hino 155 Double Cab Truck With Landscape Body
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Grande Ford Truck Sales, Inc., through the Houston-Galveston Area Council of Governments (H-GAC)

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 Grande Ford Truck Sales, Inc., for utilization of H-GAC Contract No. HT06-18 which expires May 31, 2020, will allow the city to purchase medium and heavy trucks and truck bodies under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of a 14-16 yard dump truck as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract during the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required</th>
<th>Review Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Dean Roggia</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Action</th>
<th>Council Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Discretionary Contract Disclosure Form Required</th>
<th>Certificate of Interested Parties (Form 1295) Required</th>
<th>TGC 2270 Verification Form Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992. H-GAC Contract #HT06-18 which expires on May 31, 2020 meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

VM contract (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:
WHEREAS, the City of Irving is authorized, pursuant to Sections 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 Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992;

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 Grande Ford Truck Sales, Inc., for as-needed purchases utilizing Contract No. HT06-18 for Medium & Heavy Trucks & Truck Bodies through H-GAC, and the Mayor is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of February 28, 2020, through May 31, 2020 subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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


____________________________
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:  ____________________________

Grande Ford Truck Sales, Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY:  H-GAC

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#HT06-18 – Medium & Heavy Trucks & Truck Bodies

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT:  5/31/2020

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.
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.

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 DAVID R KECK
Title CEO
Company Name GRANDE FORD TRUCK SALES, INC.
Date 1/2/17/19
Address: 4562 IH-10 East
SAN ANTONIO, TX 78220

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:

DAVID R. KECK  

(CEO)  

(Print Name)  

(Print Title)  

of the corporation known as GRANDE FOR TRUCK SALES, 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 17 day of DECEMBER, A.D., 2019.

Notary Public In and For

TEXAS  

County, TEXAS

My Commission expires: 1-31-2022

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 ______________________, 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., 2______.

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 ____________________, a person 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. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the City's Risk Manager.

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 NEGLIGENCE ACTIONS 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]  
George Ford Truck Sales, Inc.

PRINTED NAME  
DAVID R. KECK

PRINTED TITLE  
CEO

rev. 6.22.18
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270
Please read both pages.

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: DAVID R. KECK Title: CEO

Company Name: GRANDE FORD TRUCK SALES, INC.

Date Signed: 12/17/19

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF BEAUMONT

BEFORE ME, the undersigned notary public on this day personally appeared DAVID R. KECK, on behalf of GRANDE FORD TRUCK SALES, INC. (Company Name), 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.

SWEORN TO AND SUBSCRIBED before me on the 17 day of DECEMBER 2019.

LIZETTE SPECHT
Notary Public, State of Texas
Comm. Expires 01-28-2022
Notary ID 131425894

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #HT06-18 (H-GAC) LSR #_________
Resolution -- Approving the Purchase of Two 14-16 Yard Dump Trucks from Grande Ford Truck Sales, Inc., in the Total Estimated Amount of $273,300.00 through the Houston-Galveston Area Council of Governments (H-GAC)

Administrative Comments

1. This item is recommended by Traffic & Transportation and Water Utilities departments and approved by the Fleet Services Division.

2. Impact: Purchase of the 14-16 yard dump trucks shown below will allow for replacement of older vehicles in order to reduce vehicle downtime and to facilitate repair and maintenance of infrastructure.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy. They are supported by a Vendor/Member contract between the City of Irving and Grande Ford Truck Sales, Inc., utilizing H-GAC Contract No. HT06-18 for Medium & Heavy Trucks & Truck Bodies, which expires on May 31, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement and Water-Sewer Operating funds.

5. Budgeted replacement is as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
<th>Total Est. Expenditure</th>
<th>Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic &amp; Transportation</td>
<td>2020 Mack An64R Cab &amp; Chassis with 14-16 yd. Dump Body</td>
<td>1</td>
<td>18106</td>
<td>$136,650.00</td>
<td>Vehicle &amp; Equipment Replacement</td>
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<tr>
<td>Water Utilities</td>
<td>2020 Mack An64R Cab &amp; Chassis with 14-16 yd. Dump Body</td>
<td>1</td>
<td>32135</td>
<td>$136,650.00</td>
<td>Water-Sewer Operating</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>2</strong></td>
<td></td>
<td><strong>$273,300.00</strong></td>
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</table>

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 Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992. Purchases under H-GAC Contract No. HT06-18 for purchase of Medium & Heavy Trucks & Truck Bodies, which expires on May 31, 2020 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

Quote (PDF)
Vehicle Photo Replacing 32135 (PDF)
Vehicle Photo Replacing 18106 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget: $164,035.00</th>
<th>Actual: $136,650.00</th>
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<tbody>
<tr>
<td>60034201-700035</td>
<td>Budget: $164,035.00</td>
<td>Actual: $136,650.00</td>
</tr>
<tr>
<td>50016014-700040</td>
<td>Budget: $164,035.00</td>
<td>Actual: $136,650.00</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/11/2020 07:32 PM by Darlene Humphries
Last Updated: 2/20/2020 01:40 PM by Regina Dearing
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10841)

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 Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Grande Ford Truck Sales on February 27, 2020, which supports utilization of H-GAC Contract No. HT06-18 which expires on May 31, 2020, for Medium & Heavy Trucks & Truck Bodies;

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 of two street sweepers from Grande Ford Truck Sales, Inc., in the total estimated amount of $136,650.00, utilizing Contract Number HT06-18 through H-GAC.

SECTION II. THAT funding for these expenditures is available in the Water-Sewer Operating Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
# CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>HT06-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Prepared:</td>
<td>12/16/2019</td>
</tr>
</tbody>
</table>

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transverse Torque Rods</td>
<td>1750</td>
<td>Transmission Cooler</td>
</tr>
<tr>
<td>MP8-115</td>
<td>2481</td>
<td>Rear Axle</td>
</tr>
<tr>
<td>Traction Diff</td>
<td>1361</td>
<td>Wheelbase 196</td>
</tr>
<tr>
<td>M-Drive HD</td>
<td>6357</td>
<td>After Frame</td>
</tr>
<tr>
<td>Lube Rear axle</td>
<td>340</td>
<td>CRDP 150/151</td>
</tr>
<tr>
<td>PTO Control and Switch</td>
<td>219</td>
<td>Warren Dump 11-14</td>
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<tr>
<td>Double Reduction Rear Axle</td>
<td>2750</td>
<td>Application Class Voc</td>
</tr>
<tr>
<td>14.6 Front Axle</td>
<td>1375</td>
<td>Ext Sun Visor</td>
</tr>
<tr>
<td>Backup Alarm</td>
<td>104</td>
<td>Mack Mirrors</td>
</tr>
<tr>
<td>93 gallon alum fuel Tank</td>
<td>79</td>
<td>HD Cast Axle Housing</td>
</tr>
<tr>
<td>Mack Carrier 151</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>Bronze Trunnion Bushings</td>
<td>1150</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal From Additional Sheet(s):** 11528

**Subtotal B:** 60540

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab Mounted Exhaust</td>
<td>3486</td>
<td>SS38 Mack Multi Leaf</td>
</tr>
<tr>
<td>Guard Dog Connect</td>
<td>3192</td>
<td>Subtotal From Additional Sheet(s):</td>
</tr>
<tr>
<td>Ox Body</td>
<td>1963</td>
<td>Subtotal C:</td>
</tr>
</tbody>
</table>

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

*For this transaction the percentage is: 22%*

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Surcharge</td>
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</tr>
</tbody>
</table>

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D):** 135650

**F. H-GAC Fee Calculation (From Current Fee Tables)**

**Subtotal F:** 1000

**G. Trade-Ins / Other Allowances / Special Discounts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
</table>

**Delivery Date:**

*H. Total Purchase Price (E+F+G):* 

---

Attachment: Quote (10841 : 14P70b APP Grande Dump Truck)
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yd. Dump Body
(32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Can you comply? If not, state what you are bidding?

- Cab: Conventional, tilting hood type. Bolt on door hinges.
  - GVV: 65,000 lb. minimum.
  - Wheel Base - to meet requirement of dump body.
  - Rear frame to be compatible with dump body sub frame requirements.
  - Front Axle: 12,000 minimum with 54" set back axles.
  - Rear Axle: 44,000 GVW minimum rear axle shall be Hendrickson.
  - State type.
  - Transmission: 5 speed auto - top speed at least 85 MPH.
  - Engine: Shall be diesel. LEV (Code 42F), if available. State engine size in liters. Also state name of engine manufacturer:
    - Shall have a minimum 350 horsepower at 2400 RPM.
    - Shall have a minimum 8.3 liter, 600 foot pound minimum.
    - Seats: Heavy duty vinyl, air ride driver/two man passenger.
    - Cab to axle - cab to trunnion 102 inch to meet requirements of dump body.
    - Tires: Tubeless radial 12R/ 315 80 RX 22.5, 14 ply to meet GVW requirements. Rear tires to be mud grip.
    - Wheels: 10 hole disc type.
    - Brakes: Air type. S cam with slack adjuster. With heated AD-9 dryer.
**Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body**

(32135)

**Specifications** - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

- **Steering:** Power assist.

- **Bumper:** Heavy duty equipped with two front and rear mounted hooks for towing.

- **Mirror:** Left and right hand. Full west coast type with auxiliary convex mirrors.

- **Cooling System:** Heavy duty with fan clutch.

- **Fuel Tanks:** Dual 50 gallon.

- **Electrical:** 95 amp alternator, minimum, dual battery.

- **Shall be equipped with oil cooler**

- **Glass:** All tinted.

- **Frame:** Double channel reinforced. 110,000 PSI Air and electric lines routed to rear end of frame. Trailer towing package.

- **Dealer Installed**
  - **Keys:** Six sets of keys per vehicle must be supplied.

  - **Truck steps both sides cab entry shall have open mesh non-skid surface. Non-skid surface may be overlaid on existing running board. Adhesive or tread plate not acceptable.**

  - **Fire Extinguisher:** Dry chemical 5 lb. CO2, 1A 10BC mounted in cub on right end of seat floor.

  - **To be equipped with air over electric brake box.**

  - **Engine software.**

- **Options**
  - **Air ride seat with lumbar support factory installed**
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body
(32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Light Bars: Whelen 94E series with 8 strobes (all blue lens)

Strobe Safety lights built in to tail lights

Air conditioning.

AM/FM radio.

14-16 Yard Dump Body

Can you comply? If not, state what you are bidding?

Color: Mfg. Standard Black

Lights and Reflectors: Must comply with federal and state motor vehicle safety standards and be recessed or protected against damage due to normal use. Tail lights must be recessed.

Rock Shield to be included.

Cab Over Protection: Shaped to protect minimum 1/2 of cab. 20 inches approximate.

Dump bed: Size approximate. Manufacture must state bed size

Capacity: 14 to 16 yards.

Power Take Off: Compatible with transmission. (Two gear).

Controls: Center mounted console. To include raise, lower and hold positions. Must utilize telescopic cables (Chelsea Cable mast) or Equivalent

State height of sides.

Body Construction: Sides and head to be constructed from 10 gauge high strength steel, welded boxed rear corner posts, box type braces on sides and rub rails. Floor to be minimum 3/8 inch thickness
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

2" radius in belly pan.

Under Structure

State number of cross members 9" spacing.
Cross members to be welded to outer edges of red under lip. State type and size.
State number of longitudinal. State type and size.
What welds to be continuous seam?

14-16 Yard Dump Body

Mud Flaps: For rear wheels; must comply with State of Texas inspection code. Std. Rubber fleet type. Maximum 8 inches above ground.

Tailgate: 10 gauge high strength steel double acting top and bottom, air operated controls

Shall be box construction having boxed perimeter bracing.
Additional horizontal or vertical bracing shall be provided. Tailgate will have vertical & horizontal bracing.
All pivot points to be equipped with Zerk fittings for lubrication.

Tailgate swivel angle equal to pivot points.
Vertical height of tailgate to be 8 inches higher than sides.

Dump Body shall have side boards constructed of 8 inch structural channel having a minimum weight of 8.2 lbs per foot. Channel shall be bolted to dump body at both ends and center.

Body shall be equipped with safety prop.

Body shall be equipped with body up warning.
Mack, Cub/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body (32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

---

Warning System: OSHA approved electronic back-up alarm system.

Shall be equipped with pintle, eye trailer hitch mounted 28 inches from top of hitch to ground. Hitch shall be designed for 30,000 pound pull mounted on 1 inch plate and equipped with minimum 6 post light plug and safety chain holder.

Hoist

Shall be equipped with telescopic hoist head type.

State type and size of hoist subframe.

Dustless Style Short Subframe

8" long, 11/2" bore, 1/2" drilled

State load rating and lift capacity of hoist.

Pivot shall be a minimum diameter of 1-15/16 inches.

14-16 Yard Dump Body

Hydraulic Cylinder

Shall be three stage with largest section having a minimum diameter of 6 inches.

Body to have a dog house in front to house the cylinder and provide upper attaching point.

Door shall be provided for maintenance of cylinder and hinge pin.

Cylinder shall be equipped with safety device to prevent over extension.

State dump angle.

State cylinder stroke.
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Hydraulic reservoir shall have a minimum capacity of 16.5 gallons.

Hydraulic Pump

Shall be gear type cast iron body

Control valve shall be capable of 4 positions to raise, lower, hold and feather lower the dump body.

Controls shall be mounted inside of cab

14-16 Yard Dump Body

Hydraulic Pump - (Continued)

State type and model of pump.

State CA or CT requirements.

Installation

Bid price shall include installation on Cab/Chassis, Item 18
**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases  

**Contract No.:** HT06-18  
**Date Prepared:** 12/16/2019

---

**This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.**

---

**Buying Agency:** City of Irving  
**Contractor:** Grande Truck Center  
**Prepared By:** Bob Davie  
**Phone:** 512-632-6622  
**Fax:** 210-666-7216  
**Email:** bdavic@grandetruck.com

---

**Product Code:** I4  
**Description:** 2020 An64R M011790  

---

**A. Product Item Base Unit Price Per Contractor’s H-GAC Contract:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Transverse Torque Rods</td>
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<td>Transmission Cooler</td>
<td>45</td>
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<td>MP8-415</td>
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<td>Lube Rear axle</td>
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<td>PTO Control and Switch</td>
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<td>Warren Dump 11-14</td>
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<td>Double Reduction Rear Axle</td>
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<td>14.6 Front Axle</td>
<td>1373</td>
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<td>Backup Alarm</td>
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<td>Mack Mirrors</td>
<td>6</td>
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<td>93 gallon alum fuel Tank</td>
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<td>Mack Carrier 151</td>
<td>2200</td>
<td>Subtotal From Additional Sheet(s):</td>
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<tr>
<td>Bronze Trunnion Bushings</td>
<td>1150</td>
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**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor’s bid.)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab Mounted Exhaust</td>
<td>3486</td>
<td>SS538 Mack Multi Leaf</td>
<td>31</td>
</tr>
<tr>
<td>Guard Dog Connect</td>
<td>3192</td>
<td>Subtotal From Additional Sheet(s):</td>
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<tr>
<td>Ox Body</td>
<td>1965</td>
<td>Subtotal C: 244</td>
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</tr>
</tbody>
</table>

---

**Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).**

For this transaction the percentage is: 2%

---

**D. Other Cost: Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Surcharge</td>
<td>1500</td>
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</table>

Subtotal D: 15

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**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)**

- Quantity Ordered: 1
- Subtotal of A + B + C + D: 135650
- Subtotal E: 135650
- Subtotal F: 10

---

**F. H-GAC Fee Calculation (From Current Fee Tables)**

**G. Trade-Ins / Other Allowances / Special Discounts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
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</table>

Subtotal G:

---

**Delivery Date:**

**H. Total Purchase Price (E+F+G):** 136650
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Can you comply? If not, state what you are bidding?

- Cab: Conventional, tilting hood type. Bolt on door hinges.
- GVW: 65,000 lb. minimum.
- Wheel Base - to meet requirement of dump body.
- Rear frame to be compatible with dump body sub frame requirements.
- Front Axle: 12,000 minimum with 54" set back axles.
- Rear Axle: 44,000 GVW minimum rear axle shall be Hendrickson.
- State type.
- Transmission: 5 speed auto - top speed at least 85 MPH.
- Engine: Shall be diesel. LEV (Code 42F), if available. State engine size in liters. Also state name of engine manufacturer:
- Shall have a minimum 350 horsepower at 2400 RPM.
- Shall have a minimum 8.3 liter, 600 foot pound minimum.
- Seats: Heavy duty vinyl, air ride driver/two man passenger.
- Cab to axle - cab to trunnion 102 inch to meet requirements of dump body.
- Tires: Tubeless radial 12R/315 80 Rx 22.5, 14 ply to meet GVW requirements. Rear tires to be mud grip.
- Wheels: 10 hole disc type.
- Brakes: Air type. S cam with slack adjuster. With heated AD-9 dryer.
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Steering: Power assist.

Bumper: Heavy duty equipped with two front and rear mounted hooks for towing.

Mirror: Left and right hand. Full west coast type with auxiliary convex mirrors.

Cooling System: Heavy duty with fan clutch.

Fuel Tanks: Dual 50 gallon.

Electrical: 95 amp alternator, minimum, dual batteries.

Shall be equipped with oil cooler.

Glass: All tinted.

Frame: Double channel reinforced. 110,000 PSI

Air and electric lines routed to rear end of frame. Trailer towing package.

Dealer Installed

Keys: Six sets of keys per vehicle must be supplied.

Truck steps both sides cab entry shall have open mesh non-skid surface. Non-skid surface may be overlaid on existing running board. Adhesive or tread plate not acceptable.

Fire Extinguisher: Dry chemical 5 lb. CO2, IA 10BC mounted in cab on right end of seat floor.

To be equipped with air over electric brake box.

Engine software.

Options

Air ride seat/with lumbar support factory installed.
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

- Light Bars: Whelen 94E series with 8 strobes (all blue lens)
- Strobe Safety lights built in to tail lights
- Air conditioning
- AM/FM radio

14-16 Yard Dump Body

Can you comply? If not, state what you are bidding?

- Color: Mfg. Standard Black
- Lights and Reflectors: Must comply with federal and state motor vehicle safety standards and be recessed or protected against damage due to normal use. Tail lights must be recessed.
  - Rock shield to be included.
- Cab Over Protection: Shaped to protect minimum 1/2 of cab. 20 inches approximate.
- Dump bed: Size approximate. Manufacture must state bed size
  - 15' 6" x 15' 6" approximate
- Capacity: 14 to 16 yards.
- Power Take Off: Compatible with transmission. (Two gear).
- Controls: Center mounted console. To include raise, lower and hold positions. Must utilize telescopic cables (Chelsea Cable craft) or Equivalent
  - Steel controlled
- State height of sides.
- Body Construction: Sides and head to be constructed from 10 gauge high strength steel, welded boxed rear corner posts, box type braces on sides and rub rails. Floor to be minimum 3/8 inch thickness
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

2” radius in belly pan.

Under Structure

State number of cross members. 9” spacing.

Cross members to be welded to outer edges of bed under lip. State type and size.

State number of longitudinal. State type and size.

What welds to be continuous seam?

14-16 Yard Dump Body

Mud Flaps: For rear wheels; must comply with State of Texas inspection code. Std. Rubber fleet type. Maximum 8 inches above ground.

Tailgate: 10 gauge high strength steel double acting top and bottom, air operated controls.

Shall be box construction having boxed perimeter bracing.

Additional horizontal or vertical bracing shall be provided.

Tailgate will have vertical & horizontal bracing.

All pivot points to be equipped with Zerk fittings for lubrication.

Dump Body shall have side boards constructed of 8 inch structural channel having a minimum weight of 8.2 lbs. per foot. Channel shall be bolted to dump body at both ends and center.

Body shall be equipped with safety prop.

Body shall be equipped with body up warning.
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Warning System: OSHA approved electronic back-up alarm system.

Shall be equipped with pinile, eye trailer hitch mounted 28 inches from top of hitch to ground. Hitch shall be designed for 30,000 pound pull mounted on 1 inch plate and equipped with minimum 6 post light plug and safety chain holder.

Hoist

Shall be equipped with telescopic hoist head type.

State type and size of hoist subframe.

Dump Body subframe shall be constructed so body cross members rest directly on the subframe. Body is not fully subframe design.

State load rating and lift capacity of hoist.

14-16 Yard Dump Body

Hydraulic Cylinder

Shall be three stage with largest section having a minimum diameter of 6 inches.

Body to have a dog house in front to house the cylinder and provide upper attaching point.

Door shall be provided for maintenance of cylinder and hinge pin.

Cylinder shall be equipped with safety device to prevent over extension.

State dump angle.

State cylinder stroke.
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

17 gallons Hydraulic reservoir shall have a minimum capacity of 16.5 gallons.

Hydraulic Pump

Parker piston pump

Shall be gear type cast iron body. Aluminum piston pump.

Control valve shall be capable of 4 positions to raise, lower, hold and feather lower the dump body.

Controls shall be mounted inside of cab.

14-16 Yard Dump Body

Hydraulic Pump – (Continued)

Parker piston pump

State type and model of pump.

State CA or CT requirements.

Installation

Bid price shall include installation on Cab/Chassis, Item 18.
# CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

<table>
<thead>
<tr>
<th>Buying Agency</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Irving</td>
<td>Grande Truck Center</td>
</tr>
</tbody>
</table>

**Prepared By:** Bob Davie  
**Phone:** 512-632-6622  
**Fax:** 210-666-7216  
**Email:** bdavie@grandettruck.com

**Product Code:** 14  
**Description:** 2020 An64R M011761

## A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

### Description
### Cost
---
Transmission Cooler | 1750
Rear Axle tube | 2481
Wheelbase 196 | 1361
After Frame | 6357
CRDP 150/151 | 340
Warren Dump 11-14 | 219
Application Class Voc | 2750
Ext Sun Visor | 1375
Mack Mirrors | 104
HD Cast Axle Housing | 79
Subtotal From Additional Sheet(s): | 2200
Subtotal B: | 605

## B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

### Description
### Cost
---
Transverse Torque Rods | 1750
MP8-415 | 2481
Traction Diff | 1361
M-Driv HD | 6357
Lube Rear axle | 340
PTO Control and Switch | 219
Double Reduction Rear Axle | 2750
14.6 Front Axle | 1375
Backup Alarm | 104
91 gallon alum fuel Tank | 79
Mack Carrier 151 | 2200
Bronze Trunnion Bushings | 1150
Subtotal From Additional Sheet(s): | 115
Subtotal C: | 244

## C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

### Description
### Cost
---
Cab Mounted Exhaust | 3486
SS38 Mack Multi Leaf | 3192
Guard Dog Connect | 1965
Subtotal From Additional Sheet(s): | 31
Subtotal D: | 15

## D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

### Description
### Cost
---
Surcharge | 1500
Subtotal E: | 15

## E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

<table>
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<th>Quantity Ordered:</th>
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</tbody>
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Subtotal of A + B + C + D: 13560

## F. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal F: 10

## G. Trade-Ins / Other Allowances / Special Discounts

### Description
### Cost
---

## H. Total Purchase Price (E+F+G):

Total: 136650
**Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body**

*(32135)*

**Specifications** - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

**Can you comply? If not, state what you are bidding?**

---

**Cab:** Conventional, tilting hood type. Bolt on door hinges.

**GVW:** 65,000 lb. minimum.

**Wheel Base:** to meet requirement of dump body.

**Rear frame to be compatible with dump body sub frame requirements:**

**Front Axle:** 12,000 minimum with 54" set back axles.

**Rear Axle:** 44,000 GVW minimum rear axle shall be Hendrickson.

**State type:**

**Transmission:** 5 speed auto - top speed at least 85 MPH.

**Engine:** Shall be diesel. LEV (Code 42F), if available. State engine size in liters. Also state name of engine manufacturer:

**Shall have a minimum 350 horsepower at 2400 RPM:**

**Shall have a minimum 8.3 liter, 600 foot pound minimum:**

**Seats:** Heavy duty vinyl, air ride driver/two man passenger.

**Cab to axle - cab to trunnion 102 inch to meet requirements of dump body:**

**Tires:** Tubeless radial 12R/ 315 80 rx 22.5, 14 ply to meet GVW requirements. Rear tires to be mud grip.

**Wheels:** 10 hole disc type.

**Brakes:** Air type. S cam with slack adjuster. With heated AD-9 dryer.
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body
(32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Steering: Power assist.

Bumper: Heavy duty equipped with two front and rear mounted hooks for towing.

Mirror: Left and right hand. Full west coast type with auxiliary convex mirrors.

Cooling System: Heavy duty with fan clutch.

Fuel Tanks: Dual 50 gallon.

Electrical: 95 amp alternator, minimum, dual batteries.

Shall be equipped with oil cooler

Glass: All tinted.

Frame: Double channel reinforced. 110,000 PSI

Air and electric lines routed to rear end of frame. Trailer towing package.

Dealer Installed

Keys: Six sets of keys per vehicle must be supplied.

Truck steps both sides cab entry shall have open mesh non-skid surface. Non-skid surface may be overlaid on existing running board. Adhesive or tread plate not acceptable.

Fire Extinguisher: Dry chemical 5 lb. CO2, 1A 10BC mounted in cab on right end of seat floor.

To be equipped with air over electric brake box.

Engine software.

Options
Air ride seat/with lumbar support factory installed
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body
(32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Light Bars: Whelen 94E series with 8 strobes (all blue lens)

Strobe Safety lights built in to tail lights

Air conditioning.

AM/FM radio.

14-16 Yard Dump Body

Can you comply? If not, state what you are bidding?

Color: Mfg. Standard Black

Lights and Reflectors: Must comply with federal and state motor vehicle safety standards and be recessed or protected against damage due to normal use. Tail lights must be recessed.

Rock shield to be included.

Cab Over Protection: Shaped to protect minimum 1/2 of cab. 20 inches approximate.

Dump bed: Size approximate. Manufacture must state bed size

Capacity: 14 to 16 yards.

Power Take Off: Compatible with transmission. (Two gear)

Controls: Center mounted console. To include raise, lower and hold positions. Must utilize telescopic cables (Chelsea Cable craft) or Equivalent

State height of sides:

Body Construction: Sides and head to be constructed from 10 gauge high strength steel, welded boxed rear corner posts, box type braces on sides and rub rails. Floor to be minimum 3/8 inch thickness
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

2" radius in belly pan.

Under Structure

State number of cross members. 9" spacing.

Cross members to be welded to outer edges of bed under lip. State type and size.

State number of longitudinal. State type and size.

What welds to be continuous seam?

14-16 Yard Dump Body

Mud Flaps: For rear wheels, must comply with State of Texas inspection code. Std. Rubber fleet type. Maximum 8 inches above ground.

Tailgate: 10 gauge high strength steel double acting top and bottom, air operated controls.

Shall be box construction having boxed perimeter bracing.

Additional horizontal or vertical bracing shall be provided.

Tailgate shall have vertical 9 horizontal bracing.

All pivot points to be equipped with Zerk fittings for lubrication.

Davis, rear hinge and extended hinge points.

Vertical height of tailgate to be 8 inches higher than sides.

Dump Body shall have side boards constructed of 8 inch structural channel having a minimum weight of 8.2 lbs. per foot. Channel shall be bolted to dump body at both ends and center.

Body shall be equipped with safety prop.

Body shall be equipped with body up warning.
Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

R. 5.18

Warning System: OSHA approved electronic back-up alarm system.

Hitch at 27°

Shall be equipped with pintle, eye trailer hitch mounted 28 inches from top of hitch to ground. Hitch shall be designed for 30,000 pound pull mounted on 1 inch plate and equipped with minimum 6 post light plug and safety chain holder.

Hoist

RS& (68-140)

R. 5.6.10, 11

Shall be equipped with telescopic hoist head type.

RS&

State type and size of hoist subframe.

R. 5.6.10, 11

Satellite Style Short Subframe

Dump Body subframe shall be constructed so body cross members rest directly on the subframe. Body is not field subframe design.

R. 5.6.10, 11

State load rating and lift capacity of hoist.

R. 5.6.10, 11

Pivot shall be a minimum diameter of 1-15/16 inches.

14-16 Yard Dump Body

Hydraulic Cylinder

R. 5.6.10, 11

Shall be three stage with largest section having a minimum diameter of 6 inches.

Body to have a dog house in front to house the cylinder and provide upper attaching point.

Door shall be provided for maintenance of cylinder and hinge pin.

Cylinder shall be equipped with safety device to prevent over extension.

State dump angle.

State cylinder stroke.
Mack, Cab/Chassis - 65,000 GVW w/ 14-16 Yard Dump Body  
(32135)

Specifications - Please initial beside each of the following minimum requirements to indicate that your company is able to comply. If you are exceeding the minimum requirement, please indicate what you are bidding on the line provided. All requirements in this section should be included in your quotation.

Hydraulic reservoir shall have a minimum capacity of 16.5 gallons.

Hydraulic Pump

Shall be gear type cast iron body.

Control valve shall be capable of 4 positions to raise, lower, hold and feather lower the dump body.

Controls shall be mounted inside of cab.

14-16 Yard Dump Body

Hydraulic Pump – (Continued)

State type and model of pump.

State CA or CT requirements.

Installation

Bid price shall include installation on Cab/Chassis, Item 18.
Water New Vehicle

Replacing Unit #:
#32135 2002 Sterling LT9500 Dump 10-12 YD

New Replacement 2020 Mack AN64R Cab & Chassis 14-16 YD Dump
Traffic & Transportation New Vehicle

Replacing Unit #:
#18106 2005 Sterling LT8500 10-12 YD

New Replacement 2020 Mack AN64R Cab & Chassis With 14-16 YD Dump Body
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Heil of Texas through the Houston-Galveston Area Council of Governments (H-GAC)

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 Heil of Texas for utilization of H-GAC Contract No. SW04-18A which expires March 31, 2020, will allow the city to purchase sweeping equipment under the best possible terms and conditions for the city.

3. Approval of this item allows for the purchase of two street sweepers as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract during the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Dean Roggia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>None</td>
<td>Council Action:</td>
<td>None</td>
</tr>
</tbody>
</table>

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 Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992. H-GAC Contract No. SW04-18A, which expires on March 31, 2020, meets competitive bid requirements with the State of Texas statutes, rules, policies and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

VM contract (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 10840)

WHEREAS, the City of Irving is authorized, pursuant to Sections 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 Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992;

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 Heil of Texas for as-needed purchases utilizing Contract Number SW04-18A for Sweeping Equipment through H-GAC, and the Mayor is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of February 28, 2020, through March 31, 2020 subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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


____________________________
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:  Heil of Texas, as assignee of Schwarza Industries, Inc.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY:  H-GAC

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:

#SW04-18A – Sweeping Equipment

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT:  3/31/2020

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.
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 Larry Days

Title CEO

Company Name Heil of Texas

Date 1/1/2020

Address: 5400 Wheeler St.

Houston, TX 77023

----------

IRVING

Signature

Richard H. Stopfer

Mayor

City of Irving

Date

Address: c/o Purchasing Agent

835 West Irving Boulevard

Irving, Texas 75060

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rev. 6.22.18
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Larry Davis
CEO

(Print Name) (Print Title)

of the corporation known as Heil of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of 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 16th day of January, A.D. 2020.

AMANDA BLACK
Notary Public In and For

Harris County, Texas

My Commission expires: September 31 2023

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, ________

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
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. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the City’s Risk Manager.

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)  Heil of Texas

SIGNATURE  

PRINTED NAME  Larry Davis

PRINTED TITLE  CEO

rev. 6.22.18
Packet Pg. 373

Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270
Please read both pages.

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: Larry Davis Title: CEO

Company Name: Heil of Texas

Date Signed: 1/14/2020

NOTARIZATION

THE STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned notary public on this day personally appeared Larry Davis , on behalf of Heil of Texas (Company Name), 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 11th day of January, 2020

Amanda Black
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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #SW04-18A (H-GAC) LSR #
Resolution -- Approving the Purchase of Two Street Sweepers from Heil of Texas in the Total Estimated Amount of $525,075.00 through the Houston-Galveston Area Council of Governments (H-GAC)

Administrative Comments

1. This item is recommended by Traffic & Transportation Department and approved by the Fleet Services Division.

2. **Impact**: Purchase of the street sweepers shown below will allow for replacement of older vehicles in order to reduce vehicle downtime as well as enhancing mobility for the safe and effective transit of motorists throughout the City of Irving.

3. These budgeted replacements are made in accordance with the city’s vehicle and equipment replacement policy and are supported by a Vendor/Member contract between the City of Irving and Heil of Texas utilizing H-GAC Contract No. SW04-18A for Sweeping Equipment, which expires on March 31, 2020 and is presented as the previous item on this agenda.

4. Funding is available in the Vehicle & Equipment Replacement Fund.

5. Budgeted replacements are as follows:

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<th>Department</th>
<th>Item Description</th>
<th>Qty</th>
<th>Replaces City Tag #</th>
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<td>Traffic &amp; Transportation</td>
<td>Schwarze M6SE Avalanche Mechanical Street Sweeper</td>
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<td>18124-5</td>
<td>$266,575.00</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$525,075.00</strong></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**: No
- **TGC 2270 Verification Form Required**: No
- **Comments**: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992. Purchases under H-GAC Contract No. SW04-18A for purchase of Sweeping Equipment which expires on March 31, 2020 meet competitive bid requirements with the
State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:
Quote (PDF)
Photos of Vehicles for Traffic Transportation (PDF)

CURRENT YEAR FINANCIAL IMPACT:
60034201-700035 Budget: $721,811.52 Actual: $525,075.00
Requisition #12002631
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/11/2020 07:04 PM by Darlene Humphries
Last Updated: 2/21/2020 10:32 AM by Maria Collier
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 Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Heil of Texas on February 27, 2020, which supports utilization of H-GAC Contract No. SW04-18A which expires on March 31, 2020, for Sweeping Equipment;

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 of two street sweepers from Heil of Texas in the total estimated amount of $525,075.00, utilizing Contract Number SW04-18A through H-GAC.

SECTION II. THAT funding for these expenditures is available in the Vehicle & Equipment Replacement Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
## CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**City of Irving, Texas**

**Contractor:** Heil of Texas

**Prepared By:** Terry Parsons

**Phone:** 832-948-8402

**Fax:** 713-923-5522

**Email:** terryparsons@hello42texas.com

### Product Code: A15
Description: Schwarze M6SE Avalanche Mechanical Street Sweeper (18124)

### A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squeegee Type Elevator with 13 Rubber Flights</td>
<td>0</td>
<td>Traffic Guide LED Arrowboard with In-Cab Controls</td>
<td>162</td>
</tr>
<tr>
<td>36” x 58” Tube Type Main Broom</td>
<td>0</td>
<td>LED Hopper Dump Light</td>
<td>40</td>
</tr>
<tr>
<td>Dual 49” Diameter Gutter Brooms</td>
<td>0</td>
<td>Flush Mounted Rear Stroke and Turn Signals</td>
<td>35</td>
</tr>
<tr>
<td>Dual In-Cab Gutter Broom Hydraulic / Tilt Controls</td>
<td>1725</td>
<td>Standard White Paint</td>
<td></td>
</tr>
<tr>
<td>Dual In-Cab Gutter Broom Extension Override System</td>
<td>0</td>
<td>Freightliner M2 138&quot; WB Chassis / Dual Steering &amp; Controls</td>
<td>956</td>
</tr>
<tr>
<td>Dual Rear Vision and Right Gutter Broom Camera System</td>
<td>350</td>
<td>Dual Air Ride Seats with Lumbar Support</td>
<td></td>
</tr>
<tr>
<td>DC Backup Hydraulic System</td>
<td>970</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Cab Load Weight Indicator and Alarm</td>
<td>380</td>
<td>Air Conditioning and AM/FM Radio w/ Bluetooth</td>
<td></td>
</tr>
<tr>
<td>In-Cab Hydraulic Filter Restriction Indicator and Alarm</td>
<td>230</td>
<td>Bendix A99 Heated Air Dryer with Moisture Ejector</td>
<td></td>
</tr>
<tr>
<td>5.0 Cubic Yard Carbon Steel High Dump Hopper</td>
<td>0</td>
<td>12” Fender Mounted Parabolic Mirrors</td>
<td>3</td>
</tr>
<tr>
<td>Hopper Dump Assist Shaker with In-Cab Controls</td>
<td>1385</td>
<td>Subtotal From Additional Sheet(s):</td>
<td></td>
</tr>
<tr>
<td>Rear LED Strobe with Limb Guard</td>
<td>0</td>
<td>Subtotal A:</td>
<td>174,06</td>
</tr>
</tbody>
</table>

### B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

**Note:** Published Options are options which were submitted and priced in Contractor's bid.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal From Additional Sheet(s):</td>
<td></td>
<td>Subtotal B:</td>
<td>174,06</td>
</tr>
</tbody>
</table>

### C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

**Note:** Unpublished options are items which were not submitted and priced in Contractor's bid

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal From Additional Sheet(s):</td>
<td></td>
<td>Subtotal C:</td>
<td></td>
</tr>
</tbody>
</table>

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0

### D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

**Quantity Ordered:** 1

X **Subtotal of A + B + C:** 277505 = **Subtotal D:** 2775

### E. H-GAC Order Processing Charge (Amount Per Current Policy)

**Subtotal E:**

### F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight and PDI</td>
<td>2100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount</td>
<td>-13,030</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal F:** -109

**Delivery Date:** 30 to 60 ARO

**G. Total Purchase Price (D+E+F):** 2665...
STREET SWEEPER CHASSIS SPECIFICATIONS

Intent

It is the intent of these specifications to describe a conventional chassis which is sufficiently rated to transport a full load of sweeping debris at speeds up to 72 MPH. For safety and comfort of the operator and for quick, local service along with local availability of repair parts, the chassis will NOT be a purpose built chassis built by the sweeper manufacturer. The chassis shall be equipped with dual steering and operator controls and an automatic transmission. All tires shall be the same size and have dual tires on each side of the rear axle (six-wheel configuration).
No deviations to these specifications will be allowed

Bidders must indicate compliance for each item throughout the bid by writing "YES" or "NO". Failure to do so may be cause to reject the bid. All "NO" answers must be fully explained on a separate sheet of paper and be attached to and submitted with bid. Failure to explain "NO" answers may be cause to reject bid.
STREET SWEEPER CHASSIS SPECIFICATIONS

CHASSIS ENGINE

Compliance

Comply Engine shall be a Cummins ISB 6.7 liter turbo-charged electronic diesel engine. EPA/CARB emissions GHG17.

Comply Horsepower rating shall be a minimum of 200 HP @ 2400 RPM. Torque rating shall be 520 LB/FT @ 1600 RPM.

Comply Engine shall be equipped with an after treatment device, automatic over the road regeneration and dash mounted regeneration request switch.

Comply Engine exhaust and after treatment device shall be between the rail mounted.

Comply After treatment device / muffler and tailpipe shield shall be constructed of stainless steel.

Comply A 6 gallon diesel exhaust fluid (DEF) tank shall be provided and mounted under left hand side of cab.

Comply Engine shall have an electronic integral automatic shutdown system. The system is to provide protection from damage from low engine oil pressure, high coolant temperature and low coolant level.

Comply Donaldson two-stage heavy duty air cleaner with a pop up restriction indicator shall be mounted on the firewall with a side of hood intake.

Comply Intake shall be equipped with an electric grid air intake warmer.

Comply Alternator shall be 160 Amp.

Comply Two maintenance free batteries shall be provided with 1900 total CCA. Batteries shall be mounted in a frame mounted left hand side location under the cab.

Comply Engine cooling fan shall be a Horton HT650 electric electro-magnetic on/off fan clutch.

Comply Engine radiator shall be 950 square inches and constructed of aluminum.

Comply Antifreeze shall be -34F, ethylene glycol pre-charged SCA heavy duty coolant.

Comply Engine to have 750 watt, 115 VAC block heater.

2019 EPA GHG17 Freightliner M2 184" for Hypervac PAGE 2 OF 8
Last updated 1/26/2019
STREET SWEEPER CHASSIS SPECIFICATIONS

| Comply | Engine radiator shall be equipped with Gates Blue Stripe radiator hoses with constant pressure tension hose clamps and a lower radiator rock guard. |
| Comply | Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions. Fuel tank and batteries shall be mounted under left hand side of cab and not extend past back of cab. |
| Comply | Engine shall be equipped with a full flow oil filter and spin on fuel filter. Engine shall also be equipped with a magnetic oil drain plug. |
| Comply | Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly. |
| Comply | Chassis engine to include turbocharger brake with selector switch |

TRANSMISSION

| Comply | Transmission shall be an electronic 6-speed automatic Allison 2500 RDS with T-handle shifter; 6-speed transmission allows broader gear range and eliminates the need for 2-speed rear axle. |
| Comply | Transmission to have oil filter mounted on transmission. |
| Comply | Transmission shall be equipped with a magnetic transmission drain plug. |
| Comply | Transmission to have transmission oil temperature gauge mounted in dash. |
| Comply | Transmission shall be equipped with water to oil transmission cooler in radiator end tank. |

DUAL SIT-DOWN STEERING

| Comply | Chassis shall have dual steering with 4 spoke, 18" diameter steering wheels. |
| Comply | No dual steering installed by the sweeper manufacturer. No exceptions. |
| Comply | Dual steering package shall include a complete dual gauge package for both driving stations. |
### STREET SWEEPER CHASSIS SPECIFICATIONS

<table>
<thead>
<tr>
<th>Comply</th>
<th>Dual steering shall have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Both driving positions shall have tilt steering wheel.</td>
</tr>
<tr>
<td>Comply</td>
<td>Ignition switch and air brake control shall be located to the center of dash.</td>
</tr>
<tr>
<td>Comply</td>
<td>Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.</td>
</tr>
<tr>
<td>Comply</td>
<td>SAE Turning radius to be a maximum of 18.1 feet.</td>
</tr>
</tbody>
</table>

### FRONT AXLE & SUSPENSION

<table>
<thead>
<tr>
<th>Comply</th>
<th>Front axle shall be Minimum 12,000 lb capacity with automatic aligning slack adjusters and cam front brakes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Front suspension to be a minimum 12,000 lb. capacity taper leaf spring and maintenance free rubber bushings.</td>
</tr>
<tr>
<td>Comply</td>
<td>Front axle shall be equipped with Chicago Rawhide Scotseal Plus XL front oil seals with vented front hub caps and standard spindle nuts.</td>
</tr>
<tr>
<td>Comply</td>
<td>Front suspension to have shock absorbers.</td>
</tr>
</tbody>
</table>

### REAR AXLE & SUSPENSION

<table>
<thead>
<tr>
<th>Comply</th>
<th>Rear axle shall be a minimum capacity of 21,000 lbs. No exceptions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Rear suspension shall be flat leaf rear spring suspension with helper and radius rod.</td>
</tr>
<tr>
<td>Comply</td>
<td>Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. Air bag suspension will not be acceptable.</td>
</tr>
<tr>
<td>Comply</td>
<td>Rear axle to be single speed having ratio of 7.17.</td>
</tr>
<tr>
<td>Comply</td>
<td>Rear axle must allow 3 degree crank angle.</td>
</tr>
</tbody>
</table>

### BRAKE SYSTEM EQUIPMENT
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply  Brakes to be air brake system. No hydraulic brake system will be accepted.

Comply  Anti-lock braking system shall be provided.

Comply  Front brakes to be 15" X 4". Rear brakes to be 16.5" X 8.62".

Comply  Spring actuated parking brake chambers shall be provided with a center dash control accessible from either driving station

Comply  Air compressor to be Cummins with 18.7 CFM with internal safety valve.

Comply  Front & rear brakes to have automatic slack adjusters.

Comply  Front & rear brakes to have brake dust shields.

Comply  All air reservoirs to have air tank twist-type drain valves with pull cables.

FRAME & WHEELBASE

Comply  Wheelbase shall be 184" and usable cab to axle shall be 125.5".

Comply  Frame rails to be 10 15/16" x 3 1/4" x 11/32" high strength steel alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.

Comply  GVW shall be minimum of 33,000 lb.

Comply  Front tow hooks to be frame mounted.

TIRES & WHEELS

Comply  Tires shall be a size of 11R 22.5 and be 14 ply.

Comply  Rear axle shall have dual tires and wheels on each side of axle.

Comply  Wheels shall be 10-stud steel disc hub piloted 22.5 X 8.25.

Comply  Wheels shall be interchangeable to allow emergency change at the job site.

CAB EXTERIOR
STREET SWEEPER CHASSIS SPECIFICATIONS

<table>
<thead>
<tr>
<th>Comply</th>
<th>Cab shall be conventional type with aluminum cab and fiberglass tilting front end.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Door/ignition locks shall be keyed alike.</td>
</tr>
<tr>
<td>Comply</td>
<td>Headlights shall be halogen. Five (5) amber marker lamps shall be provided on the top of the cab.</td>
</tr>
<tr>
<td>Comply</td>
<td>Chassis to have dual bright finish remote control heated west coast mirrors mounted on doors.</td>
</tr>
<tr>
<td>Comply</td>
<td>8&quot; diameter bright finish parabolic mirrors to be mounted under west coast mirrors.</td>
</tr>
<tr>
<td>Comply</td>
<td>8&quot; diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.</td>
</tr>
<tr>
<td>Comply</td>
<td>Chassis must have power locks.</td>
</tr>
<tr>
<td>Comply</td>
<td>Chassis shall be equipped with dual electric horns.</td>
</tr>
<tr>
<td>Comply</td>
<td>Chassis shall be equipped with single air horn.</td>
</tr>
<tr>
<td>Comply</td>
<td>Door windows shall be tinted and power roll down with non-operating wing windows. No sliding windows.</td>
</tr>
<tr>
<td>Comply</td>
<td>Rear window to be 63&quot; x 14&quot; tinted glass. Front windshield to be tinted.</td>
</tr>
<tr>
<td>Comply</td>
<td>Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.</td>
</tr>
</tbody>
</table>

CAB INTERIOR

| Comply | Interior shall be gray charcoal finish.                                           |
| Comply | Air conditioner shall be provided with integral heater and defroster with a Denso heavy duty air compressor. |
| Comply | Both seats shall be high-back, air suspension seats with fore and aft adjustment. Seat cover material shall be Cordura plus cloth. Both seats shall have right and left armrests. |
| Comply | Three point, lap and shoulder seat belts shall be provided.                       |
| Comply | Left and right side arm rests to be provided on each door.                      |
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply Ashtray, cigar lighter and two (2) cup holders shall be provided.

Comply Dome light to be door activated.

Comply Cab shall be provided with cab insulation and gray vinyl mats with insulation.

Comply Cab shall include a forward roof mounted console with upper storage compartments without netting. An in dash storage bin shall also be provided.

INSTRUMENTS & CONTROLS

Comply Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

Comply Odometer shall have trip, hour, diagnostic, voltage display.

Comply Chassis shall have electronic cruise control.

Comply AM/FM/WB CD player radio with blue tooth, USB and aux input and forward left hand side roof mounted antenna and two (2) speakers in cab shall be provided.

Comply Two-speed windshield wiper control with wash and intermittent feature at both driving positions shall be provided. Reservoir shall be 8 liter.

PAINT COLOR

Comply The chassis and wheels shall be painted white in color.

Comply Chassis frame to be painted black.

CHASSIS WARRANTY

Comply Basic vehicle warranty to be 24 months/unlimited distance.

Comply Drive train components warranty to be 24 months/unlimited distance.
### STREET SWEEPER CHASSIS SPECIFICATIONS

<table>
<thead>
<tr>
<th>Comply</th>
<th>Cab structure and sheet metal, cab corrosion, and frame rails &amp; cross members warranty to be 60 months/unlimited distance.</th>
</tr>
</thead>
</table>

#### DELIVERY

<table>
<thead>
<tr>
<th>Comply</th>
<th>The unit shall be delivered completely assembled, serviced, and ready to operate.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comply</td>
<td>Bidder to state delivery date.</td>
</tr>
<tr>
<td>Comply</td>
<td>The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual shall be provided.</td>
</tr>
</tbody>
</table>
**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES Only

---

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

- **Buying Agency:** City of Irving, Texas
- **Contractor:** Heil of Texas
- **Prepared By:** Terry Parsons
- **Phone:** 832-948-8402
- **Fax:** 713-923-5522
- **Email:** terryparsons@heiloftexas.com

**Product Code:** A17
**Description:** Schwarze Hypervac Vacuum Sweeper

---

### A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Deere 134 Tier 4 FINAL Auxiliary Engine</td>
<td>0</td>
</tr>
<tr>
<td>Standard Left &amp; Right Sweep Nozzles</td>
<td>0</td>
</tr>
<tr>
<td>Standard Steel Broom Bristles</td>
<td>0</td>
</tr>
<tr>
<td>Remote Grease Fittings for Blower Fan</td>
<td>0</td>
</tr>
<tr>
<td>Dual Camera System with LCD Monitor</td>
<td>310</td>
</tr>
<tr>
<td>Standard 360 Gallon Water Tank Capacity</td>
<td>0</td>
</tr>
<tr>
<td>Stainless Steel 6.5 Cubic Yard Debris Hopper</td>
<td>0</td>
</tr>
<tr>
<td>Pneumatic Drop Down Hopper Screen</td>
<td>1415</td>
</tr>
<tr>
<td>Hopper Dump Assist Shaker with In-Cab Controls</td>
<td>1385</td>
</tr>
<tr>
<td>Hopper Deluge with Conceal Nozzles</td>
<td>1105</td>
</tr>
<tr>
<td>Rear LED Strobe with Limb Guard</td>
<td>0</td>
</tr>
<tr>
<td>Traffic Guide LED Arrowboard with In-Cab Controls</td>
<td>1140</td>
</tr>
</tbody>
</table>

---

### B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Axialta Dupont Imron 5000 White Point</td>
<td>10596</td>
</tr>
<tr>
<td>Peterbilt 220 Cab Over Chassis</td>
<td>0</td>
</tr>
<tr>
<td>Cummins 200HP, Diesel Chassis Engine</td>
<td>0</td>
</tr>
<tr>
<td>Allison 2500 RDS Automatic Transmission</td>
<td>0</td>
</tr>
<tr>
<td>3,000GVRW (12K front, 21K Rear Axles)</td>
<td>0</td>
</tr>
<tr>
<td>Air Conditioning &amp; AM/FM Radio with Weatherband</td>
<td>0</td>
</tr>
<tr>
<td>Bendix AD9 Heated Air Dryer with Moisture Ejector</td>
<td>0</td>
</tr>
<tr>
<td>12&quot; Parabolic Fender Mounted Mirrors</td>
<td>0</td>
</tr>
<tr>
<td>Dual Remote Control and Heated West Coast Mirrors</td>
<td>0</td>
</tr>
<tr>
<td>Dual Cordura Air Ride Seats with Lumbar Support</td>
<td>0</td>
</tr>
</tbody>
</table>

---

### C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peterbilt 220 Chassis Deduct</td>
<td>-105960</td>
</tr>
<tr>
<td>Freightliner M2 Dual Steering Conventional Chassis</td>
<td>82025</td>
</tr>
<tr>
<td>Front Bumper Spray Bar with 7 Nozzles</td>
<td>731</td>
</tr>
</tbody>
</table>

---

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

---

### D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal of A + B + C:</td>
<td>267186</td>
</tr>
</tbody>
</table>

---

### E. H-GAC Order Processing Charge (Amount Per Current Policy)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal E:</td>
<td></td>
</tr>
</tbody>
</table>

---

### F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight &amp; PDI</td>
<td>2100</td>
</tr>
<tr>
<td>Discount</td>
<td>-10,786</td>
</tr>
</tbody>
</table>

---

### G. Total Purchase Price (D+E+F):

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Date: 60 to 90 ARO</td>
<td></td>
</tr>
<tr>
<td>G. Total Purchase Price (D+E+F):</td>
<td>251</td>
</tr>
</tbody>
</table>
STREET SWEEPER CHASSIS SPECIFICATIONS

Intent

It is the intent of these specifications to describe a conventional chassis which is sufficiently rated to transport a full load of sweeping debris at speeds up to 72 MPH. For safety and comfort of the operator and for quick, local service along with local availability of repair parts, the chassis will NOT be a purpose built chassis built by the sweeper manufacturer. The chassis shall be equipped with dual steering and operator controls and an automatic transmission. All tires shall be the same size and have dual tires on each side of the rear axle (six-wheel configuration). No deviations to these specifications will be allowed.

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STREET SWEEPER CHASSIS SPECIFICATIONS

CHASSIS ENGINE
Compliance

**Comply**
Engine shall be a Cummins ISB 6.7 liter turbo-charged electronic diesel engine. EPA/CARB emissions GHG17.

**Comply**
Horsepower rating shall be a minimum of 200 HP @ 2400 RPM. Torque rating shall be 520 LB/FT @ 1600 RPM.

**Comply**
Engine shall be equipped with an after treatment device, automatic over the road regeneration and dash mounted regeneration request switch.

**Comply**
Engine exhaust and after treatment device shall be between the rail mounted.

**Comply**
After treatment device / muffler and tailpipe shield shall be constructed of stainless steel.

**Comply**
A 6 gallon diesel exhaust fluid (DEF) tank shall be provided and mounted under left hand side of cab.

**Comply**
Engine shall have an electronic integral automatic shutdown system. The system is to provide protection from damage from low engine oil pressure, high coolant temperature and low coolant level.

**Comply**
Donaldson two-stage heavy duty air cleaner with a pop up restriction indicator shall be mounted on the firewall with a side of hood intake.

**Comply**
Intake shall be equipped with an electric grid air intake warmer.

**Comply**
Alternator shall be 160 Amp.

**Comply**
Two maintenance free batteries shall be provided with 1900 total CCA. Batteries shall be mounted in a frame mounted left hand side location under the cab.

**Comply**
Engine cooling fan shall be a Horton HT650 electric electro-magnetic on/off fan clutch.

**Comply**
Engine radiator shall be 950 square inches and constructed of aluminum.

**Comply**
Antifreeze shall be -34F, ethylene glycol pre-charged SCA heavy duty Coolant.

**Comply**
Engine to have 750 watt, 115 VAC block heater

2019 EPA GHG17 Freightliner M2 184" for Hypervac PAGE 2 OF 8
Last updated 1/26/2019
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply
Engine radiator shall be equipped with Gates Blue Stripe radiator hoses with constant pressure tension hose clamps and a lower radiator rock guard.

Comply
Chassis engine to share 50-gallon fuel tank and batteries with auxiliary engine. No exceptions. Fuel tank and batteries shall be mounted under left hand side of cab and not extend past back of cab.

Comply
Engine shall be equipped with a full flow oil filter and spin on fuel filter. Engine shall also be equipped with a magnetic oil drain plug.

Comply
Chassis to include fuel/water separator mounted on engine and fuel filter in a single assembly.

Comply
Chassis engine to include turbocharger brake with selector switch.

TRANSMISSION

Comply
Transmission shall be an electronic 6-speed automatic Allison 2500 RDS with T-handle shifter. 6-speed transmission allows broader gear range and eliminates the need for 2-speed rear axle.

Comply
Transmission to have oil filter mounted on transmission.

Comply
Transmission shall be equipped with a magnetic transmission drain plug.

Comply
Transmission to have transmission oil temperature gauge mounted in dash.

Comply
Transmission shall be equipped with water to oil transmission cooler in radiator end tank.

DUAL SIT-DOWN STEERING

Comply
Chassis shall have dual steering with 4 spoke, 18” diameter steering wheels.

Comply
No dual steering installed by the sweeper manufacturer. No exceptions.

Comply
Dual steering package shall include a complete dual gauge package for both driving stations.

2019 EPA GHG17 Freightliner M2 184” for Hypervac PAGE 3 OF 8
Last updated 1/26/2019
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply Dual steering shall have accelerator and brake controls, self-canceling turn signal, horn, headlight dimmer switch with flash-to-pass feature, and four way flasher controls at each driving position.

Comply Both driving positions shall have tilt steering wheel.

Comply Ignition switch and air brake control shall be located to the center of dash.

Comply Single or center mounted steering will not be accepted. Dual steering must not be installed by sweeper manufacturer.

Comply SAE Turning radius to be a maximum of 18.1 feet.

FRONT AXLE & SUSPENSION

Comply Front axle shall be Minimum 12,000 lb capacity with automatic aligning slack adjusters and cam front brakes

Comply Front suspension to be a minimum 12,000 lb. capacity taper leaf spring and maintenance free rubber bushings.

Comply Front axle shall be equipped with Chicago Rawhide Scotseal Plus XL front oil seals with vented front hub caps and standard spindle nuts.

Comply Front suspension to have shock absorbers.

REAR AXLE & SUSPENSION

Comply Rear axle shall be a minimum capacity of 21,000 lbs. No exceptions.

Comply Rear suspension shall be flat leaf rear spring suspension with helper and radius rod.

Comply Sweepers that require the operator to make adjustments in the cab to the suspension to allow the sweeper to sweep or travel at highway speeds will not be accepted. Air-bag suspension will not be acceptable.

Comply Rear axle to be single speed having ratio of 7.17

Comply Rear axle must allow 3 degree crank angle

BRAKE SYSTEM EQUIPMENT
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply  Brakes to be air brake system. No hydraulic brake system will be accepted.

Comply  Anti-lock braking system shall be provided.

Comply  Front brakes to be 15" X 4". Rear brakes to be 16.5" X 8.62".

Comply  Spring actuated parking brake chambers shall be provided with a center dash control accessible from either driving station.

Comply  Air compressor to be Cummins with 18.7 CFM with internal safety valve.

Comply  Front & rear brakes to have automatic slack adjusters.

Comply  Front & rear brakes to have brake dust shields.

Comply  All air reservoirs to have air tank twist-type drain valves with pull cables.

FRAME & WHEELBASE

Comply  Wheelbase shall be 184" and usable cab to axle shall be 125.5".

Comply  Frame rails to be 10 15/16" x 3 1/4" x 11/32" high strength steel alloy steel (80,000 PSI yield). Any chassis not meeting or exceeding these minimum standards will not be accepted.

Comply  GVW shall be minimum of 33,000 lb.

Comply  Front tow hooks to be frame mounted.

TIRES & WHEELS

Comply  Tires shall be a size of 11R 22.5 and be 14 ply.

Comply  Rear axle shall have dual tires and wheels on each side of axle.

Comply  Wheels shall be 10-stud steel disc hub piloted 22.5 X 8.25.

Comply  Wheels shall be interchangeable to allow emergency change at the job site.

CAB EXTERIOR
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply Cab shall be conventional type with aluminum cab and fiberglass tilting front end.

Comply Door/ignition locks shall be keyed alike.

Comply Headlights shall be halogen. Five (5) amber marker lamps shall be provided on the top of the cab.

Comply Chassis to have dual bright finish remote control heated west coast mirrors mounted on doors.

Comply 8" diameter bright finish parabolic mirrors to be mounted under west coast mirrors.

Comply 8" diameter chrome parabolic mirrors to be mounted on front fenders for viewing gutter brooms.

Comply Chassis must have power locks.

Comply Chassis shall be equipped with dual electric horns.

Comply Chassis shall be equipped with single air horn.

Comply Door windows shall be tinted and power roll down with non-operating wing windows. No sliding windows.

Comply Rear window to be 63" x 14" tinted glass. Front windshield to be tinted.

Comply Chrome towel bar-type exterior grab handles to be provided on each side of cab. No exceptions.

CAB INTERIOR

Comply Interior shall be gray charcoal finish

Comply Air conditioner shall be provided with integral heater and defroster with a Denso heavy duty air compressor.

Comply Both seats shall be high-back, air suspension seats with fore and aft adjustment. Seat cover material shall be Cordura plus cloth. Both seats shall have right and left armrests.

Comply Three point, lap and shoulder seat belts shall be provided.

Comply Left and right side arm rests to be provided on each door.
STREET SWEEPER CHASSIS SPECIFICATIONS

Comply  Ashtray, cigar lighter and two (2) cup holders shall be provided.

Comply  Dome light to be door activated.

Comply  Cab shall be provided with cab insulation and gray vinyl mats with insulation

Comply  Cab shall include a forward roof mounted console with upper storage compartments without netting. An in dash storage bin shall also be provided.

INSTRUMENTS & CONTROLS

Comply  Chassis gauges to include speedometer, tachometer, oil pressure, water temperature, air pressure for air brakes, voltmeter, fuel, and transmission temperature at both driving positions. Right side gauges to match factory gauge cluster on the left side.

Comply  Odometer shall have trip, hour, diagnostic, voltage display

Comply  Chassis shall have electronic cruise control.

Comply  AM/FM/WB CD player radio with blue tooth, USB and aux input and forward left hand side roof mounted antenna and two (2) speakers in cab shall be provided.

Comply  Two-speed windshield wiper control with wash and intermittent feature at both driving positions shall be provided. Reservoir shall be 8 liter.

PAINT COLOR

Comply  The chassis and wheels shall be painted white in color.

Comply  Chassis frame to be painted black.

CHASSIS WARRANTY

Comply  Basic vehicle warranty to be 24 months/unlimited distance.

Comply  Drive train components warranty to be 24 months/unlimited distance.
STREET SWEEPER CHASSIS SPECIFICATIONS

**Comply**

Cab structure and sheet metal, cab corrosion, and frame rails & cross members warranty to be 60 months/unlimited distance.

**DELIVERY**

**Comply**

The unit shall be delivered completely assembled, serviced, and ready to operate.

**Comply**

Bidder to state delivery date.

**Comply**

The bidder shall supply chassis operators manual. Service manual on CD ROM, and parts manual shall be provided.
Traffic & Transportation New Vehicles

Replacing Unit #:
#18124 2009 Johnson Sweeper

New Replacement 2020 Schwarze M6SE Avalanche Mechanical Street Sweeper
Traffic & Transportation New Vehicles

Replacing Unit #:
#18127 2009 Isuzu Sweeper Vacuum

2020 Schwarze Hypervac Vacuum Sweeper
Resolution -- Approving the Purchase of Various Vehicles from James Wood Autopark in the Total Estimated Amount of $72,760.60 through an Interlocal Cooperative Purchasing Agreement with the City of Denton

Administrative Comments
1. This item is recommended by the Fire Department and approved by the Fleet Services Division.

2. **Impact:** Purchase of the vehicles shown below will allow the Fire Department to maintain the level of service needed to support residents, visitors, and businesses within the City of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and James Wood Autopark, which was approved by Administrative Award No. 6515 on September 4, 2019. The prices of the vehicles in the chart below meet the specifications provided by the listed department.

4. Funding for these purchases is available in the Vehicle & Equipment Replacement Fund.

5. The following are budgeted replacements per the city’s vehicle replacement guidelines:

<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Replaces City Tag #</th>
<th>Total Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>2020 Chevrolet 2WD Long Bed Crew Cab Truck</td>
<td>05114</td>
<td>$34,240.00</td>
</tr>
<tr>
<td></td>
<td>2020 Chevrolet 4x4 Crew Cab Truck</td>
<td>05105</td>
<td>$38,520.60</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$72,760.60</strong></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:** No
- **TGC 2270 Verification Form Required:** No
- **Comments:** The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the City of Denton on September 4, 2019. These purchases from
James Wood Autopark under City of Denton Contract No. 6577 which expires on November 14, 2020, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:
Quote (PDF)
Photos of Vehicles for Fire Department (PDF)

CURRENT YEAR FINANCIAL IMPACT:
60032500-700035  Budget: $74,000.00  Actual: $72,760.60
Requisition #12002607
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/11/2020 07:55 PM by Darlene Humphries
Last Updated: 2/21/2020 09:51 AM by Maria Collier
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 City of Denton on September 4, 2019; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with James Wood Autopark utilizing City of Denton Contract No. 6577 for Light Duty Vehicles which was approved on September 4, 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 of various vehicles from James Wood Autopark in the total estimated amount of $72,760.60 utilizing Contract No. 6577 with the City of Denton.

SECTION II. THAT funding for these expenditures is available in the Vehicle & Equipment Replacement Fund.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## OPTIONAL EQUIPMENT AND/OR ACCESSORIES

<table>
<thead>
<tr>
<th>VEHICLE PRICE</th>
<th>TRADE 1 Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>34,240.00</td>
<td>34,240.00</td>
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</table>

### TRADE 1
- **Year**: License #
- **Make**: Model
- **VIN**: Stock #
- **Payoff To**: Phone Number
- **Contact**: Account No.
- **Good Until**: TRADE-IN ALLOWANCE
  - BALANCE OWED: 0.00
  - NET ALLOWANCE ON TRADE-IN(S): 0.00

### Lienholder
- **Address**: State Zip Code
- **City**:
- **Draft On**: Address

### CASH SALE OF MOTOR VEHICLE
- **Price**: 34,240.00

### **DEALER INVENTORY TAX**
- **State and Local Taxes**: 0.00

### LICENSE FEE
- **Weight**: 0.00
- **TRANSPORTATION, TITLE, REG., STATE INSPE.**: 0.00
- *** DOCUMENT FEE**: 0.00

### TOTAL PRICE OF UNIT
- **DOWN PAYMENT**: 34,240.00

### REBATE(S)
- **Net Trade-In**: 0.00
- **Cash/Deposit**: 0.00
- **VSC/CL-AH Refunds**: 0.00
- **Total Down Payment**: 0.00
- **Balance Due On Delivery**: 34,240.00
- **VSC**: 0.00
- **Draft**: 0.00

---

* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

* UN HONORARIO DE DOCUMENTACIÒN NO ES UN HONORARIO OFICIAL, UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADO AL COMPRADOR COMO GASTOS DE HANDLING DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTIES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.
**Optional Equipment and/or Accessories**

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<th>Description</th>
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<td>VEHICLE PRICE</td>
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**Trade 1**

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<th>VIN</th>
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**Cash Sale of Motor Vehicle**

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<tbody>
<tr>
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<tr>
<td>BALANCE OWED</td>
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**Down Payment**

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<th>Amount</th>
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<td>REBATE(S)</td>
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<tr>
<td>NET TRADE-IN</td>
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<td>CASH/DEPOSIT</td>
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<td>VSC/CL-AH REFUNDS</td>
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<td>TOTAL DOWN PAYMENT</td>
<td>38,520.60</td>
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<tr>
<td>BALANCE DUE ON DELIVERY</td>
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</tr>
<tr>
<td>DRAFT</td>
<td>0.00</td>
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</tbody>
</table>
Can you comply? If not, state what you have?

(2) Silverado LT trim package Body: Crew Cab 1/2 Ton, full size 4800 GVW.

- (1) 4x4 Bed Box: Short Bed 72" length approximately X 65" width approximately (smooth side) (short wide bed).
- (1) 4x2 Bed Box: Long Bed 79" length approximately X 65" width approximately (smooth side)

**Comply**

Engine: 5.3L - 8 cylinder gasoline EFI.

Rear End: Automatic locking rear differential.

Transmission: 6 speed Automatic

Steering: Power assist.

Brakes: Front disc, power assist Anti-Lock. Four wheel ABS.

**Comply**

Electrical: Heavy duty battery. 600 cold cranking amps.

**Comply**

Alternator: Heavy duty 100 amp.

Tires: Mfg. std. Radial BSW, (5 each tire and wheel, all same size). To meet GVW of truck.

**Comply**

Paint: Fire engine Red

**Comply**

Interior Trim: Cloth Seats - color to be selected from Mfg. Std. Colors

**Comply**

Floor Mats: Weathertech brand tray style floor liners front and rear

**Comply**

Shocks: Extra Heavy Duty.

**Comply**

Front Bumper: Mfg. std. Chrome

**Comply**

Rear Step bumper: Heavy duty.

**Comply**

Wipers: Multi speed with washer.
1/2 Ton Gasoline Pickup, Crew Cab, Short wide Bed Chevy Silverado (1)
1/2 Ton Gasoline Pickup, Crew Cab, Long bed, Chevy Silverado (1)
Fire Supplemental

Heater: Mfg. std. with defroster.

Glass: All tinted. 25% heavy (Limo) tint in rear

Windows and Locks: Power

Mirrors: Outside rear view right and left below eye level swing lock - can be dealer installed. (Approximately 5" X 8")

Mirror: Inside, day/night.

Gauges: Oil, water temperature, alternator. Factory installed in/dash mount. No red lights.

Keys: 3 sets of keys per vehicle to be furnished.

Cigarette Lighter.

Head Lights: Daytime running light system.

Wheel Covers: Standard wheel size.

Cooling: Manufacturer's heaviest available cooling package, must be heavy enough to withstand extended periods of idling with air conditioner on. Heavy duty Radiator

Radio: AM/FM blue tooth, with large screen display

Dealer Installed:

Fire Extinguisher: 2.5 lb. ABC. Rechargeable, loose with mounting bracket.

Spray in bed liner

Bed Rug (felt lining)

(ReTrax) Lockable retractable tonneau cover
¾-Ton Gasoline Pickup, Crew Cab, Short wide Bed Chevy Silverado (1)
¾ Ton Gasoline Pickup, Crew Cab, Long bed, Chevy Silverado (1)
Fire Supplemental

Additional Cost Factory Installed:

Comply

Bench seat in back and Split bench seat in front 60/40. The front seat needs to accommodate an aftermarket center console

Comply

Dual Power Ports for Computer Access.

Comply

Receiver Hitch: (2” ball and Pintle hitch)

Comply

6-Way Trailer Plug Connection.

Comply

Back-up Camera (monitor in radio)

Optional Additional Cost Factory Installed - Please provide pricing for the following items in the space provided, but do not include on the quote sheet at this time. Should the city decide to include any of these options, a revised quote will be requested to include the optional items to be added.

N/A

Bi-Fuel. Gasoline and CNG.

N/A

Dedicated Natural Gas.

Specifications reviewed by.

Name

Title

James Wood Autopark

Company
Fire New Vehicles

Replacing Unit #:
#05105 2001 Chevrolet Suburban SUV

New Replacement 2020 Chevrolet 4X4 Crew Cab Truck
Fire New Vehicles

Replacing Unit #:
#05114 2002 Ford F150 Reg Cab

New Replacement 2020 Chevrolet 2 WD Long Bed Crew Cab Truck
Resolution -- Approving a Purchase Agreement Between the City of Irving and Dell Marketing, L.P., in the Annual Estimated Amount of $400,000.00 for As-Needed Purchases of Computer Equipment and Network Appliances through the State of Texas Department of Information Resources (DIR) Cooperative Purchasing Program

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

2. Impact: Establishment of the attached Participation and Purchase Agreement between the City of Irving and Dell Marketing, L.P., for utilization of Department of Information Resources Contract No. DIR-TSO-3763 which expires on January 10, 2022 will allow the city to procure computer equipment under the best possible terms and conditions for the city.

3. Replacing computing equipment and network appliances on a regular replacement schedule of at least every four years provides upgrades necessary to match parallel changes to communication, security and software platforms that require current hardware to operate at optimum levels. Current hardware will provide greater capabilities and resources to run newer software programs with more demanding needs. New computers also allow employees and residents to work more efficiently by reducing the amount of time it takes to perform computer-based tasks as well as reducing the number of maintenance and service calls performed on older machines which typically require more maintenance, thereby eliminating unscheduled service outages.

4. Funding for Fiscal Year 2019-20 is available in various departmental budgets within various funds, while funding for Fiscal Years 2020-21 and 2021-22 is subject to budget appropriation.

5. Because this contract runs from February 2020 through January 2022 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 fiscal year’s additional purchases and the contract total amount is not exceeded.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell Marketing, L.P.</td>
<td>2/28/20 – 1/10/22</td>
<td>$ 400,000.00</td>
<td>2019-20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 400,000.00</td>
<td>2020-21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 200,000.00</td>
<td>2021-22</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$1,000,000.00</strong></td>
<td></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 Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2270 Verification Form Required: Yes

Comments: This purchase is being made through Contract No. DIR-TSO-3763 which expires on January 10, 2022 and has been negotiated by the Department of Information Resources (DIR), a State agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act. Purchases made under this contract meet competitive bid requirements within the State of Texas statutes, rules, policies and procedures. Prices are reasonable and within budget. These as-needed expenditures will be tracked using Contract #42000096.

ATTACHMENTS:

Dell Purchase Agreement (PDF)
TGC 2270 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Various  Budget: $400,000.00  Actual: $400,000.00
Purchase orders will be issued as needed.
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/11/2020 01:11 PM by Jerry Perry
Last Updated: 2/21/2020 09:44 AM by Jerry Perry
WHEREAS, the City of Irving is authorized to utilize contracts which have been negotiated by the State of Texas Department of Information Resources (DIR), a State agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act, whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures;

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 Participation & Purchase Agreement between the City of Irving and Dell Marketing, L.P., in the estimated amount of $400,000.00 for the period of February 28, 2020 through September 30, 2020, in the estimated amount of $400,000.00 for the period of October 1, 2020 through September 30, 2021, and in the estimated amount of $200,000.00 for the period of October 1, 2021 through January 10, 2022, subject to funds being appropriated in Fiscal Years 2020-21 and 2021-22, utilizing Contract No. DIR-TSO-3763 through the DIR Cooperative Purchasing Program, and the Mayor is authorized to execute said agreement.

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.


RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
Participation and Purchase Agreement under
State of Texas Cooperative Contract DIR-TSO-3763
between
Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682

and
City of Irving, Texas
825 W. Irving Blvd
Irving, Texas 75060 ("Customer")

As of the date of the last signature below, (the “Effective Date”), this Agreement includes the following documents:
The Texas Department of Information Resources (DIR) contract with Dell Marketing, L.P., DIR-TSO-3763 ["DIR
Contract" Dell Contract Code 75AHH], and, if applicable, its successor contract, Dell Quotes referencing the DIOR
Contract for technology solutions and services, and any mutually agreed Statements of Work, available under the
DIR Contract under the DIR Contract, which is incorporated into and as part of this agreement (the “Agreement”).
The terms and conditions of the DIR Contract will govern the purchases and orders by the City of Irving, a municipal
corporation located in Dallas County, Texas ("Customer") from Dell Marketing, L.P. ("Dell") made during the term
of the current DIR Contract and any successor DIR Contract with Dell of computer hardware and related products,
including software licensing arrangements, and services available from Dell under the DIR Contract (which has a
current term through January 10, 2022, with an additional authorized automatic two-year renewal, unless either
party terminates earlier as provided in the DIR Contract. The Customer is an eligible purchaser of the offerings from
Dell available under the DIR Contract.

Per the DIR Contract [DIR Contract Section 9. Y. – amending Appendix A. Section 10. Vendor Responsibilities, N.
Required Insurance Coverage], Dell shall secure and maintain the minimum of insurance coverage specified in the
Dir Contract and provide proof of such insurance coverage to City of Irving listed as additional insured. The required
coverage must remain in effect throughout the term of the Agreement between Dell and City of Irving which Dell
will provide a current Certificate of Insurance (Col) naming the City as the Certificate Holder. Attached is the current
Col provided by Dell to demonstrate the City’s requested coverages, and Dell agrees to provide an updated Col to
the City as requested during the term of this Agreement.

This Agreement and all of the rights and obligations of the parties shall be construed, interpreted and applied in
accordance with and governed by and enforced under the laws of the State of Texas and the United States, as
applicable. The venue for any litigation under this Agreement shall be in Dallas County, Texas.

City of Irving and Dell agree to reference the current DIR Contract [DIR-TSO-3763] and the current Dell Contract
Code [75AHH / C000000006841] for quotations, purchase orders, and SOWs that are for offerings available from
Dell under the DIR Contract. The parties also agree to cooperate to resolve any administrative issues for proper
processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties
by their below authorized representatives:

<table>
<thead>
<tr>
<th>Dell Marketing L.P.</th>
<th>City of Irving, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature :</td>
<td>Signature :</td>
</tr>
<tr>
<td>Dudley McClellan</td>
<td></td>
</tr>
<tr>
<td>Commercial Counsel, Dell Legal</td>
<td>Name :</td>
</tr>
<tr>
<td>Date : February 4, 2020</td>
<td>Position :</td>
</tr>
</tbody>
</table>

We Appreciate Your Business!

City of Irving Participation and Purchase Agreement under Texas Contract DIR-TSO-3763 with Dell [February 2020]
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: Dudley McClellan
Title: Commercial Counsel, Dell Legal

Company Name: Dell Marketing, L.P.

Date Signed: February 4, 2020

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned notary public on this day personally appeared Dudley McClellan, on behalf of Dell Marketing, L.P. (Company Name), 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 4th day of February, 2020.

JEANETTE V. RUNYAN
Notary Public, State of Texas
Comm. Expires 10-03-2023
Notary ID 128743323

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract #DIR-TSO-3763 (DIR) LSR #__________
AGENDA ITEM SUMMARY

Meeting: 2/26/2020
Recommending Department: Capital Improvement Program

DOC ID: 10845
LSR No: 25459

Ordinance -- Authorizing the Abandonment and Closure of a Certain 0.138 Acre Tract of Land for Street Purposes Only, But Not for Parking, Utility, Public Access, Park, or Any Other Municipal Purposes, Being a Part of an Existing 75 Foot Right-Of-Way of Hastings Street, and Being Part of the Plat of the Original Town of Irving Addition.

Administrative Comments

1. This item has been recommended by the Capital Improvement Program Department and Recreation Department.

2. Impact: The 0.138 acre (6,003 square foot) tract of land being part of the Hastings Street, an existing 75 foot right-of-way, being abandoned is required for the Heritage Park development and will be incorporated in the replat of Heritage Park.

3. Capital Improvement Program and Transportation Departments have approved the abandonment of this portion of right-of-way.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: N/A
Review Completed By: Dean Roggia
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:

- Esmt Abandonment Ordinance Affidavit -- Hasting Street ROW (PDF)
- Exhibit A-Hastings Street (PDF)
- Exhibit B-Hastings Street (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 2/12/2020 03:23 PM by Maria Guzman
Last Updated: 2/21/2020 10:55 AM by Dean James Roggia
AN ORDINANCE ABANDONING AND CLOSING A CERTAIN 0.138 ACRE TRACT OF LAND FOR STREET RIGHT-OF-WAY PURPOSES ONLY, BUT NOT FOR PARKING, UTILITY, PUBLIC ACCESS, PARK, OR ANY OTHER MUNICIPAL PURPOSES, BEING PART OF HASTINGS STREET, AN EXISTING 75 FOOT RIGHT-OF-WAY IN THE ORIGINAL TOWN OF IRVING ADDITION IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the City has requested that a certain 0.138 acre tract of land being part of Hastings Street, an existing 75 foot right-of-way in the Original Town of Irving Addition in the City of Irving, Dallas County, Texas, be abandoned and closed for street right-of-way purposes only, but not for parking, utility, public access, park, or any other municipal purposes, as shown and more particularly described in Exhibit “A” and “B”, which are attached to and made a part of this ordinance; and

WHEREAS, the 0.138 acre tract described herein is not now needed for street right-of-way purposes and will not be needed in the future for such purposes;

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

SECTION 1. That the certain 0.138 acre tract of land being part of Hastings Street, an existing 75 foot right-of-way in the Original Town of Irving Addition in the City of Irving, Texas, as shown and more particularly described in Exhibit “A” and “B”, be and the same is hereby abandoned and closed for street right-of-way purposes only, but not for parking, utility, public access, park, or any other municipal purposes; SAVE AND EXCEPT, this action shall not affect the public use, right, title, and interest, if any, of any existing franchise utilities currently located in the tract being abandoned and closed by this ordinance, nor shall this ordinance affect the public use, right, title, and interest to future public utility easements on the tract currently under review via plat, if any.

SECTION 2. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 27, 2020.

_____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

-1-
CITY OF IRVING
PROPERTY ABANDONMENT ORDINANCE AFFIDAVIT

STATE OF TEXAS §

COUNTY OF DALLAS §

THIS abandonment does NOT necessarily vest any interests to the parties listed below. The Applicants are listed as Grantee for public filing purposes only.

Type of Interest Abandoned: Abandonment of 0.138 acre tract of Hastings Street Right-of-Way

Legal description of property or easement abandoned: Exhibit A – 6,003 Square Foot (0.138 acre) Tract being part of Hastings Street right-of-way and The Original Town of Irving Addition

Grantor: CITY OF IRVING

Ordinance No.: 2020-

Date Approved by Council: February 27, 2020

Grantee: (Applicants for Abandonment - List Adjoining Property Owner/Owners.):

CITY OF IRVING
825 W. IRVING BOULEVARD
IRVING, TEXAS 75060

NOTE: A full copy of this ordinance is kept on file at the City Secretary's Office of the City of Irving located at 825 W. Irving Boulevard, Irving, Texas 75060.

ATTEST THAT THIS ORDINANCE HAS BEEN OFFICIALLY PASSED BY THE CITY COUNCIL OF THE CITY OF IRVING.

________________________________________
CITY SECRETARY, CITY OF IRVING

This instrument was acknowledged before me on ______________________, 2020, by ______________________, as City Secretary or designated agent of the City Secretary, of the City of Irving, Texas, a homerule municipal corporation.

________________________________________
Notary Public
My Commission Expires:____________________
EXHIBIT "A"
6,003 SQUARE FOOT TRACT
Part of Hastings Street, between Second Street and Third Street
Otis Brown First Addition and The Original Town of Irving
Hiram Bennett Survey, Abstract Number 122
City of Irving, Dallas County, Texas

BEING a 6,003 square foot (0.138 acre) tract of land situated in the Hiram Bennett Survey, Abstract Number 122, in the City of Irving, Dallas County, Texas, being part of Hastings Street, an existing 75 foot right-of-way, as shown on the plat of Otis Brown First Addition, an addition to the City of Irving, Texas, recorded in Volume 1, Page 97, Map Records of Dallas County, Texas, and being part of Hastings Street, an existing 75 foot right-of-way as shown on the plat of The Original Town of Irving, an addition to the City of Irving, Texas, recorded in Volume 1, Page 214, Map Records of Dallas County, Texas, said 6,003 square foot tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south right-of-way line of Second Street, a 75 foot right-of-way as shown on said plat of The Original Town of Irving, with the east right-of-way line of said Hastings Street, said intersection being the northwest corner of Lot 1, Block 15 of said The Original Town of Irving;

THENCE South 00 degrees 15 minutes 11 seconds East, along the existing east right-of-way line of said Hastings Street, a distance of 300.15 feet to a 1/2" iron rod with yellow plastic cap stamped "Irving CIP" set at the intersection of the north right-of-way line of Third Street, a 60 foot right-of-way as shown on said plat of Otis Brown First Addition, with the existing east right-of-way line of said Hastings Street, said intersection being the southwest corner of Lot 12, Block 15 of said Otis Brown First Addition;

THENCE South 89 degrees 26 minutes 49 seconds West, crossing said Hastings Street, a distance of 20.00 feet to a point for corner;

THENCE North 00 degrees 15 minutes 11 seconds West, crossing said Hastings Street, a distance of 300.13 feet to a point for corner;

THENCE North 89 degrees 23 minutes 40 seconds East, crossing said Hastings Street, a distance of 20.00 feet to the POINT OF BEGINNING, containing 6,003 square feet or 0.138 acres of land.

All bearings are based on State Plane Coordinates, Texas North Central Zone 4202, North American Datum of 1983.

This description is accompanied by a survey plat of even date.
EXHIBIT “A”
6,003 SQUARE FOOT TRACT
Part of Hastings Street, between Second Street and Third Street
Otis Brown First Addition and The Original Town of Irving
Hiram Bennett Survey, Abstract Number 122
City of Irving, Dallas County, Texas

I, Christopher Maman, hereby certify that the above description was prepared from an actual survey performed on the ground under my supervision.

[Signature]

Christopher Maman
Registered Professional Land Surveyor
Texas Registration No. 5532

City of Irving
Capital Improvement Program
Texas Registered Survey Firm No. 10174800
825 W. Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611
EXHIBIT "A"

Lot 13, Block 11
Arby's Addition
Volume 79111, Page 3190
D.R.D.C.T.

Lot 11
Block 10
The Original Town of Irving
Volume 1, Page 214, M.R.D.C.T.

Lot 12

16' alley

(75' R.O.W.)
SECOND STREET
Volume 1, Page 214, M.R.D.C.T.

Fnd. Noll in Diak stamped "R.O.W."  
Controlling Monument

Fnd. 1/2" IR

N89°23'40"E 75.00'

N89°23'40"E 145.00'

35.b

Attachment: Exhibit A - Hastings Street (10845:41 Aband Hastings Street ROW)

GRAPHIC SCALE

0 60 120

( in feet )
1 inch = 60 ft.

Hiram Bennett Survey
Abstract No. 122

Bearings are based on State Plane Coordinates, 
Texas North Central Zone 4202, North American 
American Datum of 1983, on grid coordinate values.

I hereby certify that this plat represents the facts 
found at the time of the survey shown hereon as 
performed under my supervision on the ground.

Christopher Maman
Registered Professional Land Surveyor
Texas No. 5532

1/28/2020

LEGEND

P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT-OF-WAY
IR IRON ROD
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

6,003 SQUARE FOOT TRACT

SITUATED IN THE HIRAM BENNETT SURVEY, ABSTRACT NO. 122, 
IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS, BEING PART OF 
HASTINGS STREET, A 75 FOOT RIGHT-OF-WAY, ACCORDING 
TO THE PLAT OF OTIS BROWN FIRST ADDITION RECORDED IN 
VOLUME 1, PAGE 97, MAP RECORDS OF DALLAS COUNTY, TEXAS, 
AND THE PLAT OF THE ORIGINAL TOWN OF IRVING RECORDED IN 
VOLUME 1, PAGE 214, MAP RECORDS OF DALLAS COUNTY, TEXAS

CITY OF IRVING
Capital Improvement Program
825 West Irving Boulevard
Irving, Texas  75060
Phone: 972.721.2611
www.cityofirving.org
Texas Regt. Survey Firm No. 1017400

Packet Pg. 420

SCALE: 1"=60'
DATE: 1/28/2020
DRAWN BY: CTM
EXHIBIT "B"

LOT 13, BLOCK 11
ARBY'S ADDITION
Volume 79111, Page 3190
D.R.D.C.T.

LOT 11
BLOCK 10
THE ORIGINAL TOWN OF IRVING
VOLUME 1, PAGE 214, M.R.D.C.T.

LOT 12
BLOCK 10
THE ORIGINAL TOWN OF IRVING
VOLUME 1, PAGE 214, M.R.D.C.T.

N89°23'40"E 75.00'
N89°23'40"E 145.00'

Fnd. 1/2" IR
Controlling Monument

(75° R.O.W.)

SECOND STREET
Volume 1, Page 214, M.R.D.C.T.

Fnd. Nail in Oak
stamped "R.O.W."
Controlling Monument

Hiram Bennett Survey
Abstract No. 122

LEGEND
P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT-O-F-WAY
IR IRON ROD
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

EXISTING R.O.W. LINE

Fnd. 5/8" IR
Controlling Monument

FIRST UNITED METHODIST ADDITION
VOLUME 78660, PAGE 1529, D.R.D.C.T.

Otis Brown First Addition
Volume 1, Page 97, M.R.D.C.T.

City of Irving
123 W. Third Street
Irving, Texas 75060
Phone: 972-721-2611

SUBDIVISION LINE

City of Irving
123 W. Third Street
Irving, Texas 75060
Phone: 972-721-2611

6,003 Square Foot Tract

SITUATED IN THE HIRAM BENNETT SURVEY, ABSTRACT NO. 122,
IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS, BEING PART
OF HASTINGS STREET, A 75 FOOT RIGHT-O-F-WAY, ACCORDING
TO THE PLAT OF OTIS BROWN FIRST ADDITION RECORDED IN
VOLUME 1, PAGE 97, MAP RECORDS OF DALLAS COUNTY, TEXAS,
AND THE PLAT OF THE ORIGINAL TOWN OF IRVING RECORDED IN
VOLUME 1, PAGE 214, MAP RECORDS OF DALLAS COUNTY, TEXAS

Packet Pg. 421

I hereby certify that this plat represents the facts
found at the time of the survey shown hereon as
performed under my supervision on the ground.

Christopher Maman
Registered Professional Land Surveyor
Texas No. 5532

1/28/2020

Christopher Maman
Registered Professional Land Surveyor
Texas No. 5532
Ordinance -- Authorizing the Abandonment and Closure of a Certain 0.207 Acre Tract of Land for Street Purposes Only, But Not for Parking, Utility, Public Access, Park, or Any Other Municipal Purposes, Being Part of an Existing 100 Foot Right-Of-Way of Main Street, and Being Part of the Plat of the Original Town of Irving Addition.

Administrative Comments

1. This item has been recommended by the Capital Improvement Program and Park and Recreation Department.

2. Impact: The 0.207 acre (9,013 square foot) tract of land being part of the Main Street, an existing 100 foot right-of-way, being abandoned is required for the Heritage Park development and will be incorporated in the replat of Heritage Park.

3. Capital Improvement Program and Transportation Departments have approved the abandonment of this portion of right-of-way.

Recommendation

The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: N/A
Review Completed By: Dean Roggia
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:

- Esmt Abandonment Ordinance Affidavit -- Main Street ROW (PDF)
- Exhibit A-Main Street (PDF)
- Exhibit B-Main Street (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 2/12/2020 03:32 PM by Maria Guzman
Last Updated: 2/21/2020 10:23 AM by Dean James Roggia
ORDINANCE NO. (ID # 10846)

AN ORDINANCE ABANDONING AND CLOSING A CERTAIN 0.207 ACRE TRACT OF LAND FOR STREET RIGHT-OF-WAY PURPOSES ONLY, BUT NOT FOR PARKING, UTILITY, PUBLIC ACCESS, PARK, OR ANY OTHER MUNICIPAL PURPOSES, BEING PART OF MAIN STREET, AN EXISTING 100 FOOT RIGHT-OF-WAY IN THE ORIGINAL TOWN OF IRVING ADDITION IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, the City has requested that a certain 0.207 acre tract of land being part of Main Street, an existing 100 foot right-of-way in the Original Town of Irving Addition in the City of Irving, Dallas County, Texas, be abandoned and closed for street right-of-way purposes only, but not for parking, utility, public access, park, or any other municipal purposes, as shown and more particularly described in Exhibit “A” and “B”, which are attached to and made a part of this ordinance; and

WHEREAS, the 0.207 acre tract described herein is not now needed for street right-of-way purposes and will not be needed in the future for such purposes;

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

SECTION 1. That the certain 0.207 acre tract of land being part of Main Street, an existing 100 foot right-of-way in the Original Town of Irving Addition in the City of Irving, Texas, as shown and more particularly described in Exhibit “A” and “B”, be and the same is hereby abandoned and closed for street right-of-way purposes only, but not for parking, utility, public access, park, or any other municipal purposes; SAVE AND EXCEPT, this action shall not affect the public use, right, title, and interest, if any, of any existing franchise utilities currently located in the tract being abandoned and closed by this ordinance, nor shall this ordinance affect the public use, right, title, and interest to future public utility easements on the tract currently under review via plat, if any.

SECTION 2. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 27, 2020.

__________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

-1-
Kuruvilla Oommen
City Attorney
CITY OF IRVING
PROPERTY ABANDONMENT ORDINANCE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS abandonment does NOT necessarily vest any interests to the parties listed below. The Applicants are listed as Grantee for public filing purposes only.

Type of Interest Abandoned: Abandonment of 0.207 acre tract of Main Street Right-of-Way

Legal description of property or easement abandoned: Exhibit A – 9,013 Square Foot (0.207 acre) Tract being part of Main Street right-of-way and The Original Town of Irving Addition

Grantor: CITY OF IRVING
Ordinance No.: 2020-
Date Approved by Council: February 27, 2020

Grantee: (Applicants for Abandonment - List Adjoining Property Owner/Owners.):

CITY OF IRVING
825 W. IRVING BOULEVARD
IRVING, TEXAS 75060

NOTE: A full copy of this ordinance is kept on file at the City Secretary's Office of the City of Irving located at 825 W. Irving Boulevard, Irving, Texas 75060.

ATTEST THAT THIS ORDINANCE HAS BEEN OFFICIALLY PASSED BY THE CITY COUNCIL OF THE CITY OF IRVING.

______________________________
CITY SECRETARY, CITY OF IRVING

This instrument was acknowledged before me on ________________________, 2020, by ________________________, as City Secretary or designated agent of the City Secretary, of the City of Irving, Texas, a homerule municipal corporation.

______________________________
Notary Public
My Commission Expires: ____________
EXHIBIT “A”

9,013 SQUARE FOOT TRACT

Part of Main Street, between Second Street and Third Street
Otis Brown First Addition and The Original Town of Irving
Hiram Bennett Survey, Abstract Number 122
City of Irving, Dallas County, Texas

BEING a 9,013 square foot (0.207 acre) tract of land situated in the Hiram Bennett Survey, Abstract Number 122, in the City of Irving, Dallas County, Texas, being part of Main Street, an existing 100 foot right-of-way, as shown on the plat of Otis Brown First Addition, an addition to the City of Irving, Texas, recorded in Volume 1, Page 97, Map Records of Dallas County, Texas, and being part of Main Street, an existing 100 foot right-of-way as shown on the plat of The Original Town of Irving, an addition to the City of Irving, Texas, recorded in Volume 1, Page 214, Map Records of Dallas County, Texas, said 9,013 square foot tract being more particularly described as follows:

BEGINNING at a 1/2” iron rod found in a 1/2” iron pipe at the intersection of the south right-of-way line of Second Street, a 75 foot right-of-way as shown on said plat of The Original Town of Irving, with the west right-of-way line of said Main Street, said intersection being the northeast corner of Lot 24, Block 15 of said The Original Town of Irving;

THENCE North 89 degrees 23 minutes 40 seconds East, crossing said Main Street, a distance of 30.00 feet to a point for corner;

THENCE South 00 degrees 15 minutes 12 seconds East, crossing said Main Street, a distance of 300.45 feet to a point for corner;

THENCE South 89 degrees 26 minutes 49 seconds West, crossing said Main Street, a distance of 30.00 feet to a 1/2” iron rod with yellow plastic cap stamped “Irving CIP” set at the intersection of the north right-of-way line of Third Street, a 60 foot right-of-way as shown on said plat of Otis Brown First Addition, with the existing west right-of-way line of said Main Street, said intersection being the southeast corner of Lot 13, Block 15 of said Otis Brown First Addition;

THENCE North 00 degrees 15 minutes 12 seconds West, along the existing west right-of-way line of said Main Street, a distance of 300.43 feet to the POINT OF BEGINNING, containing 9,013 square feet or 0.207 acres of land.

All bearings are based on State Plane Coordinates, Texas North Central Zone 4202, North American Datum of 1983.

This description is accompanied by a survey plat of even date.
EXHIBIT "A"

9,013 SQUARE FOOT TRACT
Part of Main Street, between Second Street and Third Street
Otis Brown First Addition and The Original Town of Irving
Hiram Bennett Survey, Abstract Number 122
City of Irving, Dallas County, Texas

I, Christopher Maman, hereby certify that the above description was prepared from an actual survey performed on the ground under my supervision.

Christopher Maman
Registered Professional Land Surveyor
Texas Registration No. 5532

City of Irving
Capital Improvement Program
Texas Registered Survey Firm No. 10174800
825 W. Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611
EXHIBIT "A"

LOT 13 & SOUTH 10' OF LOT 14, BLOCK 10
THE ORIGINAL TOWN OF IRVING
VOLUME 1, PAGE 214, M.R.D.C.T.

HIRAM BENNETT SURVEY
ABSTRACT NO. 122

(75' R.O.W.)
SECOND STREET
Volume 1, Page 214, M.R.D.C.T.

LOT 24
LOT 23
LOT 22
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17

P.O.B.
Fnd. 1/2" IR in 1/2" IP
Controlling Monument

N89°23'40"E 306.75'

LOT 16
LOT 15
LOT 14
LOT 13

SUBDIVISION LINE

LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1

Main Street (Existing 100' R.O.W.)
Volume 1, Page 214, M.R.D.C.T.

(60' R.O.W.)
THIRD STREET
Volume 1, Page 97, M.R.D.C.T.

Lot 10, Block 4
Otis Brown Addition
Volume 1, Page 97, M.R.D.C.T.

9,013 Square Foot Tract
SITUATED IN THE HIRAM BENNETT SURVEY, ABSTRACT NO. 122,
IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS, BEING PART
OF MAIN STREET, A 100 FOOT RIGHT-OF-WAY, ACCORDING TO
THE PLAT OF OTIS BROWN FIRST ADDITION RECORDED IN
VOLUME 1, PAGE 97, MAP RECORDS OF DALLAS COUNTY, TEXAS,
AND THE PLAT OF THE ORIGINAL TOWN OF IRVING RECORDED IN
VOLUME 1, PAGE 214, MAP RECORDS OF DALLAS COUNTY, TEXAS

CITY OF IRVING
Capital Improvement Program
825 West Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611
www.cityofirving.org
Texas Reg. Survey Firm No. 10174900
Packet Pg. 428

chr 13180

Christopher Maman
Registered Land Surveyor
Texas No. 5532

1/28/2020

Diana Griselda De La Rosa
Vol. 20160310661, D.R.D.C.T.

James Royce Renfro & Donna Renfro
Vol. 2003062, Pg. 9689
D.R.D.C.T.

Packet Pg. 428
EXHIBIT "B"

SECOND STREET

The ORIGINAL TOWN OF IRVING
VOLUME 1, PAGE 214, M.R.D.C.T.

LOT 13 & SOUTH 10' OF LOT 14, BLOCK 10

Hiram Bennett Survey
Abstract No. 112

9,013 SQUARE FOOT TRACT
SITUATED IN THE HIRAM BENNETT SURVEY, ABSTRACT NO. 122,
IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS, BEING PART
OF MAIN STREET, A 100 FOOT RIGHT-OF-WAY, ACCORDING TO
THE PLAT OF OTIS BROWN FIRST ADDITION RECORDED IN
VOLUME 1, PAGE 97, MAP RECORDS OF DALLAS COUNTY, TEXAS,
AND THE PLAT OF THE ORIGINAL TOWN OF IRVING RECORDED IN
VOLUME 1, PAGE 214, MAP RECORDS OF DALLAS COUNTY, TEXAS

Third Street

THIRD STREET (60' R.O.W.)

Volume 1, Page 97, M.R.D.C.T.

LOT 10, BLOCK 4
OTIS BROWN ADDITION
Volume 1, Page 97, M.R.D.C.T.

LEGEND
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT-OF-WAY
IR IRON ROD
IP IRON PIPE
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

CITY OF IRVING
Capital Improvement Program
825 West Irving Boulevard
Irving, Texas 75060
Phone: 972.721.2611
www.cityofirving.org

Packet Pg. 429
AGENDA ITEM SUMMARY

Meeting: 2/26/2020
DOC ID: 10833
Recommending Department: Economic Development
LSR No: 24568

Ordinance -- Approving a Development Agreement with Lafferty Companies, LLC for the Sale of Property at 200 N. Main Street, 211, 213, and 221 E. Irving Boulevard

Administrative Comments

1. This item is recommended by the Economic Development Department.

2. **Impact:** The sale of the vacant 4.43 acre tract of land will allow for the proposed redevelopment of the land of a new high quality mixed-used development in compliance with the Heritage Crossing District Zoning.

3. **This item has been discussed at the Planning and Development Executive Session on March 21, 2019 and August 1, 2019 and at the City Council Executive Session on January 29, 2020.**

4. The tract of land is approximately 4.43 acres, located east of Main Street, North of Irving Blvd, and west of Britain Street.

5. **This item accompanies the proposed resolution approving an economic incentive agreement related to the development of the property at 200 N Main Street, 211, 213, and 221 E. Irving Blvd. on this same agenda.**

6. Lafferty Companies, LLC, intends to redevelop the property in two phases. Phase One would construct a mixed-use multifamily development on the Property A (200 N Main Street), completing construction by December 31, 2023. Phase Two would construct a 3 story mixed-use, work and loft development, on Property B (211, 213, and 221 E. Irving Blvd.) and completing construction by December 31, 2025.

7. This project is consistent with the purpose of the TIF and will sell above fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. The DCAD Market Value for the properties is $847,360. The sale price of the City land is $1,300,000.

9. Lafferty Companies will pay $1,000,000 cash at closing (September 30, 2021) for Property A. Prior to closing for Property A, the developer is required to obtain a performance guarantee, proper zoning, and building permits for the Phase One Project. The City would be required to deliver at closing a Notice to Proceed for the construction of the Irving Boulevard Reconstruction Project, which includes a wastewater line relocation connecting to a future proposed City wastewater line substantially similar to the wastewater line relocation depicted in the Agreement’s Site Plan.

10. Lafferty Companies will pay $300,000 cash at closing (on or before December 31, 2023) for Property B, if Lafferty Companies executes their option to purchase Property B by October 31, 2023 and has completed construction for Phase One.

11. The separate economic incentive agreement will provide that the developer receive a grant of up to $598,000 over a ten year period as long as certain minimum
development criteria are met. Those criteria include completing the Phase One Project and obtaining an Certificate of Occupancy by December 31, 2023, completing the Phase Two Project and obtaining a Certificate of Occupancy by December 31, 2025, and maintain a “Level 1” risk rating on the City’s annul multi-family inspection report for both properties.

**Recommendation**

The ordinance be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By: Christina N. Weber</th>
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<tbody>
<tr>
<td>Previous Action:</td>
<td>Council Action: N/A</td>
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<tr>
<td></td>
<td>Discretionary Contract Disclosure Form Required: Yes</td>
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<td><em>If so, please upload the signed form in MinuteTraq.</em></td>
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<td>Certificate of Interested Parties Form Required: Yes</td>
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**ATTACHMENTS:**

- Development Agreement - Lafferty Companies LLC (PDF)
- Discretionary Disclosure - Lafferty Companies - Development Agreement (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

N/A

**REVISION INFORMATION:**

Prepared: 2/10/2020 04:46 PM by Imelda Speck
Last Updated: 2/20/2020 02:23 PM by Christina Weber
AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH LAFFERTY COMPANIES, LLC AND FINDING THAT CERTAIN REAL PROPERTY LOCATED AT 200 N MAIN STREET, 211, 213, & 221 E. IRVING BOULEVARD IS NO LONGER REQUIRED FOR PRESENT OR FUTURE PUBLIC OR MUNICIPAL PURPOSES; THAT THE PROPERTY MAY BE LEGALLY CONVEYED; AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY; AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT OF SALE, A DEED WITHOUT WARRANTY, AND ANY OTHER NECESSARY DOCUMENTS; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council finds the hereinafter described real property may be legally granted, sold, and conveyed; and

WHEREAS, City is the owner of a tract of land commonly known as 200 N Main Street (the “Property A”) and 211, 213, & 221 E. Irving Boulevard (the “Property B”) located within Tax Increment Reinvestment Zone No. 2 (the “Zone”); and the redevelopment of the Property is identified within the Zone’s Project and Financing Plan (the “Plan”); and

WHEREAS, the Dallas Central Appraisal District (the “DCAD”), per the Texas Property Tax Code, appraises all taxable property at its market value as of January 1 each year and the City and Purchaser negotiated a sale price above DCAD’s Market Value for the Property A and Property B; and

WHEREAS, the City has determined that conveyance of the Property to Purchaser under the terms of the Development Agreement is advisable to implement the Zone’s Plan; and

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

SECTION 1. That the City Council hereby approves the Development Agreement attached as Exhibit “A” and authorizes the sale of the real property, more particularly described in the Development Agreement, to Lafferty Companies, LLC, by Special Warranty Deed upon receipt of $1,000,000 for Property A and $300,000 for Property B. The conveyance is subject to any easements, reservations, conditions, covenants, and restrictive covenants affecting the property, and the Mayor is authorized to execute the attached Development Agreement, Special Warranty Deed, and any other documents necessary to complete this transaction.

SECTION 2. That the City’s portion of the proceeds received from the sale of the property shall be deposited in the Economic Development Fund.

SECTION 3. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on February 27, 2020.

RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

________________________________
Kuruvilla Oommen
City Attorney
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the “Agreement”) is entered on the _______ day of __________, 2020 (the “Effective Date”) into by and between the City of Irving, a Texas municipal corporation (“City”), and Lafferty Companies, L.L.C., a foreign limited liability company registered to conduct business in the State of Texas (“Purchaser”), pursuant to the terms and conditions set forth herein.

WHEREAS, City is the owner of a tract of land commonly known as 200 N. Main Street, also being known at Block 4, Original Town of Irving, Dallas County, Texas (the “Property A”) located within Tax Increment Reinvestment Zone No. 2 (the “Zone”); and

WHEREAS, City is the owner of a tract of land commonly known as 211 E. Irving Boulevard, also being known at Lot 3 and 11.5 feet of Lot 2, Block 5, Original Town of Irving, Dallas County, Texas; 213 E. Irving Boulevard, also being known at Lot 4, Block 5, Original Town of Irving, Dallas County, Texas; and 221 E. Irving Boulevard, also being known as Lot 5, Block 5, Original Town of Irving, Dallas County, Texas (the “Property B”) are located within the Zone; and

WHEREAS, on June 29, 2006 and July 31, 2012, the City purchased the Properties for a public purpose; and

WHEREAS, on October 10, 2017 Purchaser submitted an offer for the purchase and development of the Property in a manner consistent with the Zone Project and Financing Plan (the “Plan”); and

WHEREAS, the Plan contemplates the redevelopment of the Properties;

WHEREAS, the City has determined that conveyance of the Properties A and B to Purchaser under the terms of this Development Agreement is advisable to implement the Plan; and

WHEREAS, the Irving City Council concurrently considered and approved an Economic Incentive Agreement with Purchaser to incentivize the development of the Properties A and B, which is attached hereto and incorporated as Exhibit “F”; and

WHEREAS, the Irving City Council and Purchaser desire to have two separate and distinct parts, which are hereafter defined, to acquire and develop the Properties; and

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

ARTICLE 1  DEFINED TERMS

(a) City Representative: City Manager or his authorized representative
(b) Project: Means the Part One and the Part Two.

Development Agreement
(c) Part One: Means Phase One Project.

(d) Part Two: Means Phase Two Project.

(e) Phase One Project: Means all real property improvements more fully described and depicted in Exhibit "C".

(f) Phase Two Project: Means all real property improvements more fully described and depicted in Exhibit "C".

(g) Affiliate: Means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any Affiliate of such lender.

(h) Property A: Means real property of approximately 3.58 acres, more or less, and improvements, located at 200 N. Main Street, also being known as Block 4, Original Town of Irving, Dallas County, Texas, as more fully described in Exhibit "A".

(i) Property B: Means real property of approximately 0.85 acres, more or less, and improvements, located at 211, 213, and 221 E. Irving Boulevard, Irving, TX 75060 as more fully described in Exhibit "B".

(j) Properties: Means Property A and Property B.

ARTICLE 2 PROPERTY/PURCHASE PRICE FOR PROPERTY A

2.1 Certain Basic Terms. Unless the context otherwise requires, the following terms are for the development and purchase of Property A:

(b) Purchase Price: ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

Development Agreement

Packet Pg. 435
(c) Property A Earnest Money: The cash sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) to be delivered in accordance with and subject to the terms set forth in Section 2.3.

(d) Feasibility Period: 250 days after the Effective Date.

(e) Guarantee: Purchaser shall provide a guarantee in a form substantially similar to Exhibit “D” in accordance with the terms set for in Section 9.2(c) prior to the closing of Property A for the Phase One Project.

(f) Closing Date: September 30, 2021

(g) Title Company: Republic Title of Texas, Inc.
8810 N MacArthur Boulevard
Irving, TX 75063

(h) Title Policy: All costs or expense of any title policy of insurance premiums, all fees and costs of examination of title, and any other costs in connection therewith, shall be paid by the Developer.

(i) Survey: A survey is not being provided by the City and Developer, at its sole cost, shall have a survey prepared prior to Closing.

2.2 Property A. Subject to the terms and conditions of this Agreement and the reservation of subsurface minerals in, on and under Property A, subject to language being inserted in the Deed to the Property waiving the right of ingress and egress to and from the surface of the property relating to the portion of the subsurface mineral estate reserved to the City, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, all of City’s assignable and transferable rights, title and interest in and to the land which is described and/or depicted on the attached Exhibit “A” and identified as Property A.

2.3 Property A Earnest Money and Independent Consideration.

(a) Within five (5) days after the Effective Date, Purchaser shall deliver the Property A Earnest Money to the Title Company (the “Property A Earnest Money”). Any and all cash deposited with the Title Company as the Property A Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Property A Earnest Money shall be applied to the Purchase Price of Property A at the Closing. The Property A Earnest Money shall be refundable to Purchaser in all cases prior to the expiration of the Feasibility Period. If Purchaser terminates this Agreement for any reason, or no reason, on or prior to the expiration of the Feasibility Period, Title Company shall promptly refund the Property A Earnest Money to
Purchaser. After the expiration of the Feasibility Period, the Property A Earnest Money shall be non-refundable to Purchaser, except in the case of City’s breach of this Agreement.

(b) The parties acknowledge and agree that a portion of the Property A Earnest Money in the amount of One Hundred and No/100 Dollars ($100.00) is independent consideration (the “Independent Consideration”) for City’s execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement for Property A. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by City, if this Agreement terminates prior to Closing. Furthermore, the Independent Consideration shall be applied against the Purchase Price of Property A at the Closing.

(c) The parties acknowledge and agree that the purchase and sale of Property A contemplated by this Agreement is an exclusive contractual right conferred by City to Purchaser effective until the Closing Date and any extension thereof, unless Purchaser terminates this Agreement pursuant to an express right of termination granted herein prior to the Closing Date and any extension thereof. This provision shall survive the termination of this Agreement by City on or before the Closing Date or any extension thereof.

2.4 Remedies.

(a) If Purchaser should fail or refuse to comply with Purchaser’s obligations under this Agreement for any reason, other than City’s default or the exercise by Purchaser of an express right of termination granted herein, City’s sole and exclusive remedy shall be to terminate this Agreement and receive any previously delivered Earnest Money as liquidated damages.

(b) If City should fail or refuse to comply with City’s obligations under this Agreement, Purchaser’s sole and exclusive remedies shall be the right to terminate this Agreement and receive an immediate refund of the Earnest Money minus the independent consideration without the necessity of obtaining any consent or release by City.

2.5 Purchase Price. The balance of the Purchase Price, as adjusted by any prorations and the Property A Earnest Money, shall be paid in cash at Closing.

ARTICLE 3 FEASIBILITY PERIOD FOR PROPERTY A

3.1 City’s Delivery of Property Information. Within ten business (10) days after the Effective Date, City shall deliver to Purchaser, at the address stated below, the following, if any, in City’s possession or reasonable control (collectively, the “Property Information”):

(a) Copies of any and all agreements affecting the Property, including copies of all unrecorded restrictive covenants, reciprocal easement or other private agreements relating to Property A.

(b) Lawyer’s Title Insurance Corporation Owner’s title policy No. 2211001385.O for Property A.

Development Agreement
(c) Most recent existing survey of Property A, as depicted on the replat “Original Town of Irving” recorded May 27, 1903.

(d) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over Property A.

CITY EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF PROPERTY A INFORMATION FURNISHED TO PURCHASER AND, FURTHER, PURCHASER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN “AS IS” BASIS, AND CITY SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.

3.2 Inspection. Purchaser shall have through the last day of the Feasibility Period in which (a) to enter Property A and examine, inspect, and investigate the Property, (b) to perform or obtain such other studies and investigations as Purchaser may desire and (c) to determine whether Property A is acceptable to Purchaser. Purchaser and its agents, employees, or representatives shall have a continuing right of reasonable access to Property A during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will need City’s prior written approval by and through the City Representative), and any other inspections, studies, or tests desired by Purchaser. City, in its sole discretion, may require Purchaser’s agents, employees, or representatives to be accompanied by City Representative during any Purchaser activity on Property A during this Agreement. Purchaser will notify City of request to access the Property and City will respond within two (2) business days if Purchaser’s agents, employees, or representatives will be accompanied by City Representative during Purchaser activity. If City fails to respond to Purchaser’s request to access the Property, then City’s consent to Purchaser’s unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs Property A, Purchaser, at its sole expense, will restore Property A to the same condition as existed immediately prior to any such inspection or test performed by Purchaser. The costs and expenses of any of Purchaser’s inspections shall be borne solely by Purchaser. Purchaser’s agents or contractors entering upon Property A shall maintain general liability insurance in an amount of at least $1,000,000.00 combined single limit, covering liabilities for personal injury, death and property damage arising out of activities on or about Property A and name the City as an additional insured. Purchaser shall deliver to City copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of Property A, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser may not conduct any subsurface investigations without City’s prior written consent by and through the City Representative, which consent may be withheld in City Representative’s sole and absolute discretion. The covenants under this paragraph shall survive the Closing or any termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.
3.3 Termination of Agreement.

(a) If, prior to the expiration of the Feasibility Period, Purchaser, in its sole discretion, elects not to purchase Property A, Purchaser shall send written notice to City terminating this Agreement on or prior to expiration of the Feasibility Period. In which case, this Agreement shall terminate and the refundable portion of the Property A Earnest Money shall be returned to Purchaser. If such termination notice is not sent to City and all other conditions of this Agreement are satisfied, City and Purchaser shall proceed to Closing. Termination of this Agreement by Purchaser pursuant to this Section will also terminate the Purchaser’s option for Property B.

ARTICLE 4 TITLE REVIEW FOR PROPERTY A

4.1 Title Commitment and Survey.

(a) Within ten (10) business days after the Effective Date, Purchaser shall obtain, at Purchaser’s expense:

(i) a current, effective commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by the Title Company covering Property A, in the amount of the Purchase Price, showing Purchaser as the proposed insured;

(ii) true, correct, complete and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the “Exception Documents”); and

(iii) a current tax certificate covering Property A.

(b) Prior to the expiration of the Feasibility Period, Purchaser shall obtain, at Purchaser’s expense, a copy of a current on-the-ground boundary survey (the “Survey”) of Property A prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to City, Purchaser and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the title policy to be issued by the Title Company.

4.2 Title Costs. Purchaser shall pay for the premium of the title policy covering Property A and for the modification of the survey exception on the title policy if requested by Purchaser. Purchaser shall pay for the tax certificates required for the Closing.

ARTICLE 5 PROPERTY/PURCHASE PRICE FOR PROPERTY B

5.1 Certain Basic Terms. Unless the context otherwise requires, the following terms are for the development and purchase of Property B:

(b) Purchase Price: $300,000.00

Development Agreement
(c) **Property B Earnest Money:** The cash sum of **THREE THOUSAND AND NO/100 DOLLARS ($3,000.00)** to be delivered in accordance with and subject to the terms set forth in Section 2.3.

(d) **Option Period:** On or prior to October 31, 2023.

(e) **Guarantee:** Purchaser shall provide a guarantee in a form substantially similar to Exhibit "D" in accordance with the terms set for in Section 9.2 (c) for Phase Two.

(f) **Closing Date:** On or before December 31, 2023

(g) **Title Company:** Republic Title of Texas, Inc.  
8810 N MacArthur Boulevard  
Irving, TX 75063

(h) **Title Policy:** All costs or expense of any title policy of insurance premiums, all fees and costs of examination of title, and any other costs in connection therewith, shall be paid by the Developer.

(i) **Survey:** A survey is not being provided by the City and Developer, at its sole cost, shall have a survey prepared prior to Closing.

5.2 Property B. Subject to the terms and conditions of this Agreement and the reservation of subsurface minerals in, on and under Property B, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, all of City’s assignable and transferable rights, title and interest in and to the land which is described and/or depicted on the attached Exhibit “B” and identified as Property B.

5.3 **Property B Earnest Money and Independent Consideration.**

(a) Within five (5) days after the Effective Date, Purchaser shall deliver the Property B Earnest Money to the Title Company (the “Property B Earnest Money”). Any and all cash deposited with the Title Company as the Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Earnest Money shall be applied to the Purchase Price of Property B at the Closing. The Property B Earnest Money shall be refundable to Purchaser in all cases prior to the expiration of the Option Period. If Purchaser terminates this Agreement (or the portion related to the purchase of Property B) for any reason, or no reason, on or prior to the expiration of the Option Period, Title Company shall promptly refund the Property B Earnest Money to Purchaser. After the expiration of the Option Period, the Property B Earnest Money shall be non-refundable to Purchaser, except in the case of City’s breach of this Agreement.
(b) The parties acknowledge and agree that a portion of the Property B Earnest Money in the amount of One Hundred and No/100 Dollars ($100.00) is independent consideration (the “Independent Consideration”) for City’s execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by City, if this Agreement terminates prior to Closing. Furthermore, the Independent Consideration shall be applied against the Purchase Price of Property B at the Closing.

(c) The parties acknowledge and agree that the purchase and sale of Property B contemplated by this Agreement is an exclusive contractual right conferred by City to Purchaser effective until the Closing Date and any extension thereof, unless Purchaser terminates this Agreement pursuant to an express right of termination granted herein prior to the Closing Date and any extension thereof. This provision shall survive the termination of this Agreement by City on or before the Closing Date or any extension thereof.

5.4 Remedies.

(a) If Purchaser should fail or refuse to comply with Purchaser’s obligations under this Agreement for any reason, other than City’s default or the exercise by Purchaser of an express right of termination granted herein, City shall have the right to terminate this Agreement and receive any previously delivered Earnest Money as liquidated damages; provided however, Purchaser shall be liable to City for liabilities created by, or losses of City caused by Purchaser under this Agreement.

(b) If City should fail or refuse to comply with City’s obligations under this Agreement, Purchaser’s sole and exclusive remedies shall be the right to terminate this Agreement and receive an immediate refund of the Earnest Money minus the independent consideration without the necessity of obtaining any consent or release by City.

5.5 Purchase Price. The balance of the Purchase Price, as adjusted by any prorations and the Property B Earnest Money, shall be paid in cash at Closing.

ARTICLE 6 OPTION PERIOD FOR PROPERTY B

6.1 City’s Delivery of Property Information. Within ten (10) business days after the Option Period commences, City shall deliver to Purchaser, at the address stated below, the following, if any, in City’s possession or reasonable control (collectively, the “Property Information”):

(a) Copies of any and all agreements affecting Property B, including copies of all unrecorded restrictive covenants, reciprocal easement or other private agreements relating to Property B.

(b) Lawyer’s Title Insurance Corporation Owner’s title policy No. 1008-6966-RTT for Property B.

(c) Most recent existing survey of Property B, as depicted on the replat “Original Town of Irving” recorded May 27, 1903.
(d) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over the Property.

CITY EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF PROPERTY B INFORMATION FURNISHED TO PURCHASER AND, FURTHER, PURCHASER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN “AS IS” BASIS, AND CITY SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.

6.2 **Inspection.** Purchaser shall have through the last day of the Option Period in which (a) to enter Property B and examine, inspect, and investigate Property B, (b) to perform or obtain such other studies and investigations as Purchaser may desire and (c) to determine whether Property B is acceptable to Purchaser. Purchaser and its agents, employees, or representatives shall have a continuing right of reasonable access to Property B during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will need City’s prior written approval by and through the City Representative), and any other inspections, studies, or tests desired by Purchaser. City, in its sole discretion, may require Purchaser’s agents, employees, or representatives to be accompanied by City Representative during any Purchaser activity on Property B during this Agreement. Purchaser will notify City of request to access the Property and City will respond within two (2) business days if Purchaser’s agents, employees, or representatives will be accompanied by City Representative during Purchaser activity. If City fails to respond to Purchaser’s request to access the Property, then City’s consent to Purchaser’s unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs Property B, Purchaser, at its sole expense, will restore Property B to the same condition as existed immediately prior to any such inspection or test performed by Purchaser. The costs and expenses of any of Purchaser’s inspections shall be borne solely by Purchaser. Purchaser’s agents or contractors entering upon Property B shall maintain general liability insurance in an amount of at least $1,000,000.00 combined single limit, covering liabilities for personal injury, death and property damage arising out of activities on or about Property B and name the City as an additional insured. Purchaser shall deliver to City copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of Property B, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser may not conduct any subsurface investigations without City’s prior written consent by and through the City Representative, which consent may be withheld in City Representative’s sole and absolute discretion. The covenants under this paragraph shall survive the Closing or any termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.

6.2 **Termination of the Option Period.**

(a) If, prior to the expiration of the Option Period, Purchaser, in its sole discretion, elects not to purchase Property B, Purchaser shall send written notice to City prior to expiration of the Option

Development Agreement
Period. This Agreement shall still be effective if the Feasibility Period for Property A is unexpired, but the option for Property B shall no longer be valid. If such termination of the option for Property B notice is not sent to City and all other conditions of this Agreement are satisfied, City and Purchaser shall proceed to Closing for Property B.

**ARTICLE 7  TITLE REVIEW FOR PROPERTY B**

7.1 **Title Commitment and Survey.**

(a) Within ten business (10) days after the Option Period commences, Purchaser shall obtain, at Purchaser's expense:

(i) a current, effective commitment for an owner's policy of title insurance (the "Title Commitment") issued by the Title Company covering Property B, in the amount of the Purchase Price, showing Purchaser as the proposed insured;

(ii) true, correct, complete and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the "Exception Documents"); and

(iii) a current tax certificate covering Property B.

(b) Prior to the expiration of the Option Period, Purchaser shall obtain, at Purchaser's expense, a copy of a current on-the-ground boundary survey (the "Survey") of Property B prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to City, Purchaser and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the title policy to be issued by the Title Company.

3.3 **Title Costs.** Purchaser shall pay for the premium of the title policy covering Property B and for the modification of the survey exception on the title policy if requested by Purchaser. Purchaser shall pay for the tax certificates required for the Closing.

**ARTICLE 8  APPROVALS, COVENANTS AND DISCLAIMERS FOR PROPERTIES A & B**

8.1 **New Instruments.** During the pendency of this Agreement, City shall not execute any instruments or documents concerning, affecting or relating to the Properties without providing Purchaser with prior notice.

8.2 **Covenants of City and Purchaser.**

(a) Each party shall timely perform all of its respective obligations as provided hereunder.

(b) City will promptly provide written notice to Purchaser of any pending or threatened action, suit or proceeding with respect to the Properties.

(c) The City, by and through its City Representative, in its capacity as owner of the Properties and not in its capacity as the controlling municipal authority, will cooperate with Purchaser in its Development Agreement
efforts to obtain any necessary changes in zoning for the Properties in accordance with the proposed improvements as more fully described in Exhibits “C” prior to Closing. All zoning changes must be approved prior to closing for each phase of the Project. At its earliest opportunity, Purchaser will file its zoning application for Phase One and/or Phase Two as applicable.

8.3 Disclaimers.

(a) Purchaser will conduct inspections and investigations of the Properties, including, but not limited to, the physical and environmental conditions thereof; and shall rely upon same, and, upon Closing of each respective phase, shall assume the risk of any adverse matters, including, but not limited to, adverse physical and environmental conditions, that may not have been revealed by Purchaser’s inspections and investigations. Purchaser further acknowledges and agrees that Purchaser is acquiring the Properties on an “AS IS, WHERE IS” and WITH ALL FAULTS BASIS, and, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

(b) Without limiting the general provisions of the foregoing paragraph, it is understood and agreed that City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, as to (i) matters of title, except as contained in the Deed delivered to Purchaser at Closing, (ii) tax consequences, (iii) physical or environmental conditions, (iv) availability of access, ingress or egress, (v) valuation, (vi) governmental approvals or (vii) governmental regulations or any other matter or thing relating to or affecting the Property. This disclaimer includes, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Properties. Purchaser further expressly acknowledges and agrees that City is not representing or warranting that anything can or will be accomplished through Purchaser’s or City’s efforts with regard to the planning, platting or zoning process, or any other governmental or municipal authorities, boards or entities. Purchaser further acknowledges that City has not warranted, and does not hereby warrant, that the Properties now or in the future will meet or comply with the requirements of any safety code, environmental law or regulation of the state, city, county or any other authority having jurisdiction over the Property.

ARTICLE 9 CLOSINGS FOR PROPERTIES A AND B

9.1 Closing Schedule. The closing of the purchase and sale of the Properties A and B (the closing of the Property pursuant to the terms hereof shall hereinafter be referred to as the “Closing A” or “Closing B”) shall be held on or before the Closing Date as identified above for each prospective phase at the offices of the Title Company, or such other location as mutually agreeable to the parties.

9.2 City’s Deliveries in Escrow. On the Closing Date for the prospective phases, City shall deliver in escrow to the Title Company the following:

(a) Deed. A special warranty deed, in substantially the same form as shown on Exhibit “F”, attached hereto, executed and acknowledged by City, conveying to Purchaser good and indefeasible title to Property A or Property B, depending on which closing is happening, according
to the legal description shown on the Survey, subject only to the Permitted Exceptions (the "Deed").

(b) **Additional Documents.** Any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

(c) **Notice to Proceed.** For closing on Phase One, City shall provide Purchaser as a condition precedent to Closing with the Notice to Proceed for the construction of Irving Boulevard Reconstruction Project, to include a wastewater line relocation connecting to a future proposed City wastewater line substantially similar to the wastewater line relocation depicted in Exhibit "C".

9.3 **Purchaser's Deliveries in Escrow.** On the Closing Date, Purchaser shall deliver in escrow to the Title Company the following:

(a) **Purchase Price.** The Purchase Price for the prospective phase, less the Earnest Money and any other credits or reductions as provided herein, in immediate, same-day federal funds wired for credit into the Title Company's escrow account.

(b) **Financial Responsibility.** Purchaser shall provide City with documentation showing that Purchaser has the financial capacity to complete the Project. The financial capacity shall be in the form of showing approved financing for the project or a financial guarantee from a reputable bank that guarantees that the Purchaser has the financial ability to independently finance the Project. It is in the City's sole discretion to determine if the documentation is sufficient to meet this guarantee.

(c) **Guarantee.** Performance Bond, Irrevocable Letter of Credit, or similar guarantee acceptable to City, with City of Irving as the beneficiary, in substantially the same form (subject to approval by the City of Irving) as shown on Exhibit "D" for each respective phase, in the full amount of the Purchase Price for the applicable phase, guaranteeing that the Purchaser will take all actions necessary, including any actions required by City Regulations, to construct the improvements more fully described in Exhibits "C".

(d) **Building Permit.** For closing on Phase One a Building Permit approved and issued by the City of Irving for the construction of a minimum 272,000 square feet for apartment buildings, leasing/clubhouse/fitness center, parking structure, and cafe. For closing on Phase Two a Building Permit approved and issued by the City of Irving for the construction of a minimum 42,000 square foot mixed-use building.

(e) **Completed Construction for Phases One.** For closing on Property B, the entire Phase One Project shall be completed as a condition precedent (including, but not limited any necessary unconditional Certificate of Occupancies for the properties) to the Closing for Property B.

(f) **Additional Documents.** Any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Development Agreement
9.4 **Closing Statements/Closing Costs.** On the Closing Date, City and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company. The Title Company's escrow fees shall be paid by Purchaser. Purchaser shall pay the fee for recording the Deed, Deed of Trust and all costs associated with Purchaser's financing, if any.

9.5 **Possession.** The City shall deliver to Purchaser possession of the prospective Property (Property A or Property B) at the Closing, subject only to the Permitted Exceptions.

9.6 **Close of Escrow.** Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company (a) to immediately record and deliver the documents described above to the appropriate parties and (b) make disbursements according to the closing statements executed by City and Purchaser.

9.7 **Further Assurances.** After Closing and without additional consideration each party agrees to execute and deliver to the other such additional instruments of conveyance and will take such other action as the other may reasonably request in order to more effectively transfer to the other the Properties and interests being conveyed pursuant hereto.

**ARTICLE 10 TAXES FOR PROPERTIES A & B**

No real estate taxes are currently payable with respect to the Properties. The parties anticipate that real estate taxes shall become due and payable with respect to the Properties from and after the Closing Date for each prospective phase. Any taxes payable with respect to the Properties, shall be the sole responsibility of the Purchaser.

**ARTICLE 11 REPRESENTATIONS AND WARRANTIES**

11.1 **City's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, City represents and warrants to Purchaser, as of the Effective Date and the Closing Date for each prospective phase, that:

(a) **Organization and Authority.** City has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale. This Agreement and all of the documents to be delivered by City at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of City, enforceable in accordance with their terms.

(b) **Conflicts and Pending Actions or Proceedings.** There is no agreement binding on City to sell all or any portion of the Properties to any party other than Purchaser or which will prohibit or delay the development of the Properties. There is no action or proceeding pending, or to City's knowledge, threatened or contemplated against City or any portion of the Properties, including, without limitation, any assessments or impositions, or condemnation, or which challenges or impairs City's ability to execute or perform its obligations under this Agreement.
(c) **Agreement to Sell.** There is no outstanding option or right of first refusal in favor of any third party to buy the Properties.

(d) **Default.** Performance of this Agreement will not result in any breach of, or constitute a default under, any agreement or instrument to which City is a party or by which City or the Properties might be bound.

(e) **Compliance with Laws and Codes.** City has not received any written notice advising or alleging that the Properties, and the use and operation thereof, are not in compliance with all applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations, nor does City have any such notices in its possession related to the Property.

11.2 **Purchaser’s Representations and Warranties.** As a material inducement to City to execute this Agreement and consummate this transaction, Purchaser represents and warrants to City that:

(a) **Organization and Authority.** Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement and consummate the purchase of the Properties. This Agreement and all of the documents to be delivered by Purchaser at the Closing has been authorized and has been or will be properly executed and has or will constitute the valid and binding obligations of Purchaser, enforceable in accordance with their terms.

(b) **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or to Purchaser’s knowledge, threatened, against Purchaser or which challenges or impairs Purchaser’s ability to execute or perform its obligations under this Agreement.

11.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Section 11 are made as of the Date of this Agreement and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing.

**ARTICLE 12 MISCELLANEOUS**

12.1 **No Assignment.** Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited assignment shall be void.

12.2 **Condemnation.** Purchaser shall assume all risk of loss or damage to Properties from the Effective Date arising from the taking or damaging of the Properties or any portion thereof for a public use under eminent domain. In such case, Purchaser at Closing, shall be entitled to all funds payable to City on account of such taking or damaging, and all claims and causes of action for such taking or damaging.

12.3 **Headings.** The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Development Agreement
12.4 **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party’s right to enforce against the other party the same or any other such term or provision.

12.5 **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Texas and is performable in Dallas County, Texas.

12.6 **Survival.** The provisions of this Agreement that contemplate performance after the Closing or termination of this Agreement shall survive the Closing or termination of this Agreement and shall not be deemed to be merged into or waived by the instruments of the Closing.

12.7 **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

12.8 **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

12.9 **Time.** Time is of the essence in the performance of this Agreement.

12.10 **Attorneys’ Fees.** Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys’ fees, expended or incurred in connection therewith.

12.11 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to City:

Philip Sanders, Assistant City Manager
825 W. Irving Blvd.
Irving, Texas 75060
Email: psanders@cityofirving.org

With a copy to:

City Attorney’s Office
825 W. Irving Blvd.
Irving, Texas 75060
email: cao@cityofirving.org

If to Purchaser:

Lafferty Companies, L.L.C.
Attn: Michael J. Lafferty
3800 E. Lincoln Drive, #24
Phoenix, Arizona 85018
Email: mike@laffertyco.com

With a copy to:

Rose Law Group pc
7144 E. Stetson Dr., Ste. 300
Scottsdale, Arizona 85251
Attn: Dan Gauthier
Email: dgauthier@roselawgroup.com

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by email, in which case notice shall be deemed delivered upon transmission of such notice, or (d) sent by personal delivery, in which case it shall be deemed received upon receipt at the address of the addressee or actual receipt by the addressee. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

12.12 Construction. The parties acknowledge that the parties and their legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 6 p.m. Dallas, Texas time. The term “day” shall mean any calendar day.

12.14 Relationship of the Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, City and Purchaser partners or joint venturers.
12.15 Brokerage Commission. There are no fees or real estate commissions payable by City on in relation to the Property. Any real estate commissions earned by parties representing the Purchaser shall be paid solely by Purchaser.

12.16 Counterpart Signatures. This Agreement, notices and amendments, may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

Signature pages follow
IN WITNESS WHEREOF,

EXECUTED on this ___ day of ___, 2020.

CITY OF IRVING, TEXAS:

__________________________________________
Richard H. Stopfer, Mayor

ATTEST:

______________________________
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen, City Attorney
PURCHASER:
Lafferty Companies, LLC

By: Michael J. Lafferty
Name: Michael J. Lafferty
Title: Manager
Date: 2/19/20

THE STATE OF Arizona § § Acknowledgment
COUNTY OF Maricopa §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona, on this day personally appeared Michael Lafferty, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same as ______________ of Lafferty Company, LLC, a foreign limited liability company registered to conduct business in the State of Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of Feb., 2020.

DESIRÉE REYNOSO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
MY COMMISSION EXPIRES
FEBRUARY 11, 2022

My Commission Expires:

Development Agreement
ACKNOWLEDGEMENT

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, including, without limitation, those terms relating to disposition of the Earnest Money and compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any Regulations or forms promulgated thereunder.

TITLE COMPANY:

Republic Title Company of Texas, Inc.

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ___________________________ 20
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY A – 200 N. Main Street

A tract of land consisting of 3.589 acres known as 200 N Main Street, Irving Texas, 75060, legally described as Block 4, Tract 7.3 of the Original Town Addition, an Addition to the City of Irving, Dallas County, Texas, being more particularly described as follows:

BEING a tract of land situated in the Hiram Bennett Survey, Abstract No. 122, and the Newton Martin Survey, Abstract No 900, City of Irving, Dallas County, Texas, same being all of that tract of land described in deed to Charles P. Schulze, as recorded in Correction Deed in Volume 76139, Page 0749, Deed Records Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc.", (hereafter referred to as "with cap") set for corner in the west line of Britain Road (a 60-foot-wide road), same being 50.0 feet south of the centerline of the main track of the Railtran right-of-way;

THENCE South 01 degree 17 minutes 00 seconds East, along the west line of Britain Road, a distance of 150.04 feet to a Brass Disc found for corner;

THENCE West and parallel with said main track centerline, and along the north line of the Original Town of Irving Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 1, Page 214 of the Map Records of Dallas County, Texas a distance of 1070.31 feet to a 1/2-inch iron rod with cap set for corner in the east line of Main Street;

THENCE North 00 degrees 54 minutes 30 seconds West along said east line of Main Street (a 100-foot-wide street), a distance of 86.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE East and parallel with said north line of the Original Town of Irving Addition, a distance of 64.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 00 degrees 54 minutes 30 seconds West and parallel with said east line of Main Street, a distance of 63.72 feet to a 1/2-inch iron rod with cap set for corner, same being 50.0 feet south of the centerline of the main track of the Chicago, Rock Island and Pacific Railroad Company;

THENCE East and parallel with said main track centerline, a distance of 1005.03 feet to the POINT OF BEGINNING AND CONTAINING 156,377 square feet or 3.590 acres of land, more or less.
EXHIBIT B

211 E. Irving Blvd

Legal Description of land: Being Lot 3 and Lot 2, save and except the West 50 feet of Lot 2, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

213 E. Irving Blvd

Legal description of land: Being Lot 4, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the Amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

221 E. Irving Blvd

LOT 5. BLOCK 5 OF ORIGINAL TOWN OF IRVING, an addition to the City of Irving, Dallas County, Texas, According to the plat thereof recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

BEING a 18,139 square feet or a 0.4164 acre tract of land situated in the Hiram Bennet Survey, Abstract No. 122, City of Irving, Dallas County and all of Lot 5, Block 5 of Corrected Plat of Irving, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 214, Map of Records of Dallas County, Texas, as conveyed to Irving Bank & Trust Company by deed recorded in volume 68109, Page 1727, Deed Records of Dallas County, Texas, part of Lot 1, Block 6 of Original Town Subdivision of the City of Irving recorded in Volume 295, page 372 Deed Records of Dallas County, Texas and a portion of abandoned Delaware Street by City Ordinance No. 2918 dated December 16, 1976 as conveyed to Irving Bank and Trust company by Quit Claim Deed recorded in Volume 77017, Page 725, Deed Records of Dallas County, Texas, and a portion of abandoned Delaware Street by City Ordinance No. 2895 dated October 8, 1976 as conveyed to Irving Bank & Trust Company by Quit Claim Deed recorded in Volume 2002211, Page 6782, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set “X” cut on concrete pavement for a corner in the north line of Irving Boulevard (a 75 foot right of way), said being the common south corner of said Lot 5 and Lot 4, Block 5 of the said Corrected Plat & Irving, aid point being S 90 degrees 00 minutes E, a distance of 625.79 feet from a found nail for a corner at the intersection of the north line of Irving Boulevard with the east line of Main Street (a 100 foot right of way);

THENCE, N 00 degrees 00 minutes E, with the common line of said Lot 4 and Lot 5, a distance of 145.37 feet to a set 5/8 inch iron rod for a corner, said point the common north corner of said Lot 4 and Lot 5 and In the south line of a tract of land conveyed to City of Irving by deed

Development Agreement
recorded in County Clerk Instrument No. 200600240307, Deed Records of Dallas County, Texas;

THENCE, S 88 degrees 49 minutes 49 seconds E, with the south line of said City of Irving tract, passing at a distance of 61.2 feet the northeast corner of said Lot 5, Block 5 and the northwest corner of the said abandoned Delaware Street right of way, continuing In all a distance of 121.41 feet to a found 1/4 inch iron rod for a corner in the west line of Delaware Street (a 75 foot right of way);

THENCE, the following courses and distances with the west line of Delaware Street:

- S 00 degrees 00 minutes 00 seconds W, a distance 122.87 feet to a found 1/2 inch iron rod for a corner;
- N 90 degrees 00 minutes 00 seconds E, a distance of 25.00 feet to a found 1/2 inch iron rod for a corner;
- S 00 degrees 00 minutes 00 seconds W, a distance of 20.00 feet to a found 1/2 inch iron rod for a corner in the north line of Irving Boulevard;

THENCE, N 90 degrees 00 minutes 00 seconds W, with the north line of Irving Boulevard, passing at a distance of 86.19 feet the Southeast corner of said Lot 5, Block 5 and continuing in all a distance of 147.39 feet to the Point of Beginning.
EXHIBIT C

DETAILED DESCRIPTION OF PHASE ONE
EXHIBIT D
FORM OF PURCHASER GUARANTEE

PERFORMANCE BOND

BOND NO.

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

THAT Lafferty Companies, LLC of ______, ______ County, State of Texas, as PRINCIPAL and _________ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Irving (OWNER), in the penal sum of (Purchase Price- for the applicable Phase) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for purchase and development of __________, dated ______, 201__, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract, then this obligation shall be void; otherwise to remain in full force and effect:

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the obligations performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the obligations to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this ________ day of _____________________ 20_______.

Development Agreement
PRINCIPAL:
Lafferty Companies, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Address
City, State, Zip

SURETY:
Name of Surety

By: ___________________________
Name: _________________________
Title: __________________________
Address
City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

Development Agreement
EXHIBIT E
ECOMONIC INCENTIVE AGREEMENT
ECONOMIC INCENTIVE AGREEMENT

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF IRVING

This Economic Incentive Agreement ("Agreement"), is entered into on the __ day of __________, 2020 (the "Effective Date"), by and between the City of Irving, Texas ("City"), a home rule city located in Dallas County, Texas, and Lafferty Companies, L.L.C., a foreign limited liability company registered to conduct business in the State of Texas ("Company"), acting by and through its authorized officers, for the purposes and considerations stated below:

WHEREAS, on May 3, 2018, the City adopted a Comprehensive Policy Statement on Local Economic Development and Business Stimulation Incentives ("Policy Statement"), by the passage of Resolution No. 2018-136, to be used as a guideline for granting incentives; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic incentive agreements as contemplated by Chapter 380, TEXAS LOCAL GOVERNMENT CODE, the $1,500.00 Applicant Fee and contribution to the Chamber of Commerce required by the Policy Statement are hereby waived; and

WHEREAS, the City desires to enter into this Agreement with Company for economic incentives pursuant to Chapter 380 of the TEXAS LOCAL GOVERNMENT CODE, as amended; and

WHEREAS, the contemplated use of the Premises, and the other terms hereof are consistent with encouraging development and diversification of the economy of the state, and are in compliance with the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, on December 9, 2010 the Irving City Council created Tax Increment Reinvestment Zone No. 2 (the "Zone") and on September 20, 2019 the Irving City Council expanded the boundaries of the Zone and approved a Project and Financing Plan for the Zone (the "Plan"); and

WHEREAS, a tract of land commonly known as 200 N. Main Street, also being known at Block 4, Original Town of Irving, Dallas County, Texas (the "Property A") and tracts of land commonly known as 211 E. Irving Boulevard, also being known at Lot 3 and 11.5 feet of Lot 2, Block 5, Original Town of Irving, Dallas County, Texas; 213 E. Irving Boulevard, also being known at Lot 4, Block 5, Original Town of Irving, Dallas County, Texas; and 221 E. Irving Boulevard, also being known as Lot 5, Block 5, Original Town of Irving, Dallas County, Texas (the "Property B") are located within the Zone; and

WHEREAS, on October 10, 2017 Company submitted a letter of intent for the purchase and development of the Property in a manner consistent with the Plan; and

Lafferty Companies, L.L.C.
WHEREAS, the Irving City Council concurrently considered and approved a Development Agreement with Company to purchase and develop Properties A and B, which is attached hereto and incorporated as Exhibit “D”; and

WHEREAS, the Plan contemplates the redevelopment of the Properties and it would benefit and enhance the commercial and industrial economic and employment base of the City of Irving, the City Council finds that it is in the best interest of the taxpayers for the City to enter into this Agreement;

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. “Affiliate” means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any Affiliate of such lender.

B. “Eligible Real Property Value for Property A” means the increase in taxable value of the real property owned by Company and located at Property A over the 2019 certified value as shown on the tax rolls of DCAD, which includes the land plus any improvements. (Current taxable value is $0.00.)

C. “Eligible Real Property Value for Property B” means the increase in taxable value of the real property owned by Company or Affiliate and located at Property B over the 2019 certified value as shown on the tax rolls of DCAD, which includes the land plus any improvements. (Current taxable value is $0.00.)

D. “Interest Rate” means the yield to maturity, 360 day equivalent, City earned on its investments as of the end of the most recent quarter, as reported on the City’s Quarterly Investment Report, plus 200 basis points.

E. “Part One Project Minimum Threshold Eligibility Requirements” shall have the meaning ascribed in Section II.A.i.
F. "Part Two Project Minimum Threshold Eligibility Requirements" shall have the meaning ascribed in Section II.A.i.

G. "Phase One Project" shall mean all real property improvements more fully described and depicted in Exhibit "C".

H. "Phase Two Project" shall mean all real property improvements more fully described and depicted in Exhibit "C".

I. "Property A" means real property of approximately 3.58 acres, more or less, and improvements, located at 200 N. Main Street, Irving, TX 75060 as more fully described and clearly identified in Exhibit "A".

J. "Property B" means real property of approximately 0.85 acres, more or less, and improvements, located at 211, 213, & 221 E. Irving Boulevard, Irving, TX 75060 as more fully described and clearly identified in Exhibit "B".

K. "Premises or Property" means Property A and Property B.

L. "Risk Rating" shall mean a quantitative designation of 1 (best) through 4 (worst), assigned to a multi-family dwelling community based on several factors including, but not limited to, age, property condition, maintenance standards, provision of life safety systems, management practices, and other factors as determined by the city manager or his or her designated representative and as set forth in the risk rating assessment form maintained in the office of the code enforcement director as defined by the City of Irving Ordinances Chapter 8, as amended.

II. ECONOMIC DEVELOPMENT GRANT

A. COMPANY OBLIGATIONS. In consideration of the City entering into this Agreement providing for this Grant, Company agrees that it or its permitted assigns, during the term of this Agreement, will comply with the following requirements:

i. COMPANY OR AFFILIATE OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2023 FOR PART ONE:

1. Obtain an unconditional Certificate of Occupancy for all improvements in the Phase One Project no later than December 31, 2023;

2. Comply with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

Lafferty Companies, L.L.C.
3. Maintain a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property A, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

ii. COMPANY OR AFFILIATE OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2025 FOR PART TWO (The Company shall be required to comply with the following only if the Company exercises its option to purchase Property B):

1. Maintain all requirements in Section II.A.i.;

2. Obtain an unconditional Certificate of Occupancy for all improvements in the Phase Two Project no later than December 31, 2025;

3. Comply with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

4. Maintain a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property B, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

iii. COMPANY AND/OR AFFILIATES OBLIGATIONS TO MAINTAIN DURING THE ENTIRE TERM OF THIS AGREEMENT:

1. Maintain all requirements in Section II.A.i.;

2. If Company qualifies for Grants under Section II.D.3, Company shall maintain all requirements in Section II.A.ii;

3. Correct any outstanding Code violations noticed by the City on Property A and Property B within the time frame established on any notice of Code violation from the City of Irving, or if not reasonably capable of correction within such time frame, within a reasonable period of time.

   a. Please note, that if an outstanding Code violation on Property A and Property B is disputed by Company or Affiliate and the Irving Municipal Court finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and Property B, Company shall be eligible for a Grant if all other obligations under this Agreement are met and the Grant Payment shall be made in compliance with Section VI.

4. Beginning no later than January 31, 2025, and no later than January 31st of each subsequent year during the term of this Agreement, submit to City:

   a. a certification in the form substantially similar to Exhibit “E” (the "Compliance Certificate") that as of January 1 of that year all required conditions of the
Agreement have been met including the Part One Project Minimum Threshold Eligibility Requirements and including specific documentation of the Part One Project Minimum Threshold Eligibility Requirements.

b. if Company closes on the purchase of Property B, then as of January 1 of the year following the Property B purchase, Company shall document satisfaction of the Part Two Project Minimum Threshold Eligibility Requirements in the Compliance Certificate; and

6. Use Property A and Property B in accordance with all applicable state and local laws and regulations; diligently and faithfully maintain the Property A and Property B in a manner consistent with other developments of a class similar to Property A and Property B, reasonable wear and tear excepted.

7. Use commercially reasonable efforts to purchase services and materials for Property A and Property B from vendors within the City of Irving, if available in Irving at a competitive price. Use commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

8. Shall not fail to render a schedule for taxation to DCAD for any business personal property located within the City of Irving that Company or Affiliate owns.

9. Shall remain current on all real and business personal property taxes for the Term of this Agreement for any property owned by the Company or Affiliate within the City of Irving.

10. All taxes related to the Property A and Property B shall be paid to the City of Irving.

11. Use commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify Property A and/or Property B.

12. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the TEXAS GOVERNMENT CODE. In accordance with Section 2264.052 of the TEXAS GOVERNMENT CODE, if Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay to the City the full amount of the Grant made under this Agreement, and interest thereon be charged at the Interest Rate from the date the Grant was made. Repayment shall be paid within one hundred twenty (120) days after the date Company receives notice of violation from the City.

B. City Grant. In exchange for Company’s compliance with the terms and provisions of this Agreement set forth in Section II, on an annual basis, beginning two years following the year in which the conditions in Section II.A.1. are met City shall provide Company an annual Economic Incentive Development Grant (the “Grant”) for the qualifying phases [in
an amount not to exceed $478,400 for Part I and $119,600 for Part II] from lawfully available funds as follows:

1. **Calculation and Rate of Grant.** The annual Grant will be calculated by multiplying the City’s Maintenance and Operation rate for real property ad valorem taxes paid to the City on the Eligible Real Property Value for Property A and/or Property B by twenty-five percent (25%) ("Grant Payment") depending on the Part the Company is seeking a Grant Payment for (i.e. If Company only achieved Part One Project Minimum Threshold Eligibility Requirements then Company is only eligible for Grant Payments under Section II.B.2.).

2. **Part One Grant:** Upon completion of the Part One Project Minimum Threshold Eligibility Requirements, there shall be available in the ten (10) consecutive calendar years following two years after the year in which the Part One Project Minimum Threshold Eligibility Requirements are met, a Grant Payment, in an amount not to exceed $478,400, for the Eligible Real Property Value for Property A.

3. **Part Two Grant:** If additionally, Company meets completion of the Part Two Project Minimum Threshold Eligibility Requirements, there shall be available in the ten (10) consecutive calendar years following two years after the year in which the Part One Project Minimum Threshold Eligibility Requirements are met a Grant Payment, in an amount not to exceed $119,600, for the Eligible Real Property Value for Property B (i.e. The term of this Grant Payment runs concurrently with the term for a Grant Payment under Section II.B.2.). Company shall only be eligible for the Grant for Property B if a Compliance Certificate documenting that the Part Two Project Minimum Threshold Eligibility Requirements have been achieved and is received by the City by January 31, 2027 along with all other requirements of this Agreement.

4. **Conditions Precedent to Grant** – The following shall be conditions precedent to receiving the Grant:
   a. Comply with the terms of this Agreement.
   b. Compliance Certificate – In the event Company fails to provide the Compliance Certificate by January 31st of any year, there shall be no Grant Payment to the Company for that year.
   c. Be in compliance with all applicable local, state, and federal laws.

5. **Payment of Grant to Company** – Each year in which a Grant may be due and payable to Company, the City shall calculate the Grant amount and make the Grant Payment, via check or other acceptable means, no later than March 31 of the applicable year, provided all taxes related to the Premises and Property for the preceding tax year have been paid to the City of Irving or, if assessed values for Property A and Property B are contested, the legal procedures for protest and/or contest of any such taxes have been timely and properly followed, and the Company is in compliance with all terms and
conditions of this Agreement. The first year in which a Grant could be due would be for the 2021 tax year making the Grant Payment due on March 31, 2022, the parties do not anticipate a Grant to be due until March 31, 2025 for the 2024 tax year.

6. Adjustments to Grant Amounts. If (i) the final result of an assessment, audit, refund claim or other action by a taxpayer or taxing authority results in a change in the amount of tax liability for a prior tax period of any City tax revenue that was used as the basis for the computation of any Grant Payment due under this Agreement; and (ii) such change in tax liability results in a payment to or from the City of such taxes, whether by actual payment, credit, offset, or otherwise; then (iii) for the Grant component computed with reference to that type of tax, the City will adjust the Grant Payment otherwise due up or down, as the case may be, to account for such prior period’s tax liability adjustment and payment. If the adjustment required by this Section cannot be fully accomplished by adjusting the Grant Payment for the year in which the City makes or receives such payment, the Grant due for subsequent year(s) shall be adjusted as necessary.

7. Part One and Part Two Performance. If the Part Two Project Minimum Eligibility Requirements are not met, Company shall not be considered to have breached any obligation(s) under the Agreement. So long as Company completes Part One in accordance with the Part One Project Minimum Threshold Eligibility Requirements, Company will be eligible to receive the Grant under Section II.B.2. If Company fails to complete Part Two in accordance with Sections II.A.ii, then Company will not be eligible for grants for Part Two, but may continue to receive the Grant for Part One.

III.

INDEMNIFICATION AND PROVISIONS APPLICABLE TO ALL INCENTIVES

A. Indemnification of Third-Party Claims. COMPANY, ITS PARENT COMPANIES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE “INDEMNIFYING PARTIES”), 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 ECONOMIC DEVELOPMENT NEGOTIATIONS, DISCUSSIONS, PROPOSALS OR THIS AGREEMENT BETWEEN THE CITY AND COMPANY (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 COMPANY OR THE
CITY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE COMPANY. THE INDEMNITIES IN THIS AGREEMENT 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 INDEMNIFIED PARTIES.

B. Settlement of Indemnified Claims. AS PART OF THEIR DUTY TO DEFEND, THE INDEMNIFYING PARTIES SHALL HAVE THE SOLE RIGHT, IN THEIR SOLE DISCRETION, TO COMPROMISE AND SETTLE, ON BEHALF OF THE CITY INDEMNIFIED PARTIES, ANY OF THE INDEMNIFIED CLAIMS TO WHICH THE INDEMNIFICATION ABOVE APPLIES, SO LONG AS IN CONNECTION WITH ANY SUCH COMPROMISE AND/OR SETTLEMENT ENTERED INTO BY THE INDEMNIFYING PARTIES, NO ADMISSION OF LIABILITY ON BEHALF OF THE CITY INDEMNIFIED PARTIES IS MADE AND THE CITY INDEMNIFIED PARTIES ARE UNCONDITIONALLY AND ABSOLUTELY RELEASED FROM ANY LIABILITY RELATING THERETO. THE INDEMNIFYING PARTIES SHALL HAVE THE AUTHORITY TO SELECT, ENTER IN ANY ENGAGEMENT WITH, DISCONTINUE ANY ENGAGEMENT WITH, AND NEGOTIATE THE FEE PAID TO, ANY AND ALL ATTORNEYS TO BE RETAINED IN THE INDEMNIFIED PARTIES' DEFENSE OF ANY INDEMNIFIED CLAIM, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO REJECT THE ENGAGEMENT OF ANY ATTORNEY BASED UPON A CONFLICT OF INTEREST OR ANY OTHER REASONABLE OBJECTION OF THE CITY.

C. Immunity Retained. Nothing contained in this Section 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. The City and Company hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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.

D. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement 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.

Should a court of competent jurisdiction determine the City’s immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, the parties agree to be bound by the decision of such court.

Lafferty Companies, LLC.
GOVERNMENT CODE, as amended, the City and Company hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;

(b) the recovery of damages against City may not include consequential damages or exemplary damages;

(c) Company may not recover attorney’s fees; and

(d) Company is not entitled to specific performance or injunctive relief against the City.

E. No Third-Party Beneficiaries. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. Annual Appropriation. Company acknowledges that the real property taxes described above in Section II.B. are being used only as a method to calculate the City’s payment, if any, of the Grant from lawfully available funds, and shall be subject to annual appropriation by the City Council in the annual budget.

G. Properties A and B are not in an improvement project financed by tax increment bonds.

H. Properties A and B are not owned or leased by any member of the Irving City Council or any member of the Planning and Zoning Commission of the City.

I. During the term of this Agreement, Company (or its successors and assigns) shall be subject to all applicable City taxation including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

J. There shall be no payment of the Grant if the Company or Affiliate is delinquent in any payment of taxes or other obligation to the City. There shall be no payment of the Grant if any real property taxes or business personal property taxes attributable to the Premises or Property is delinquent to the City.

K. Any party’s participation in the protest/appeal process of property values through the DCAD does not constitute failure to comply with the terms of this Agreement.

IV.
TERM

This Agreement is effective as of the Effective Date, for a term concluding no later than June 30, 2034, unless a Grant Payment(s) were not made pursuant to Section II.A.iii.3 and the Irving Municipal Court subsequently finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and Property B then the

Lafferty Companies, L.L.C.
term shall be extended by the year(s) that a Grant Payment was not made. In the event Company fails to achieve the Part One Minimum Threshold Eligibility Requirements and provide the initial Compliance Certificate for Part One by January 31, 2025, this Agreement shall automatically terminate on March 31, 2025 and no payment shall be due to Company.

V.
RECORDS AND AUDITS

Throughout the term of this Agreement, the City or its agents shall have reasonable access to Company’s Premises (upon prior reasonable written notice to Company) for the purpose of inspecting same to ensure that the Premises are maintained in accordance with the specifications and conditions of this Agreement; provided that (i) any such inspections shall be at City’s sole expense, (ii) Company shall have the right to accompany City employees for any such inspection, and (iii) City shall act in good faith to respect and maintain the privacy and security interest of Company and Company’s employees. Should City determine to use any third party auditor to perform this task (at City’s sole expense), selection of the auditor by the City shall be subject to Company’s prior written approval, such approval not to be unreasonably withheld or delayed.

VI.
BREACH

In the event that (i) the business personal property ad valorem taxes with respect to any improvements on Properties A or B or real property ad valorem taxes with respect to Properties A or B or Company, owed the City, become delinquent and the legal procedures for protest and/or contest of any such ad valorem taxes are not timely and properly followed; or (ii) Company breaches any of the terms or conditions of this Agreement (save and except the elements of the Minimum Threshold Eligibility Requirements specified in Section II.A.iii.4 above); or (iii) Company fails to perform the Part One Project Minimum Threshold Eligibility Requirements or Part Two Project Minimum Threshold Eligibility Requirements (if Part Two was initially achieved) specified in Section II.B.3 above in two consecutive years, then Company shall be in default of this Agreement.

In the event Company defaults in its performance of (i) or (ii) above, the City shall give Company written notice of such default. If Company has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral reasonably acceptable to the City, and cannot with due diligence be cured within such thirty (30) day period owing to causes beyond the control of Company, this Agreement may be terminated by the City. Provided, however, that if such default is not reasonably susceptible of cure within such thirty (30) day period and Company has commenced and is pursuing the cure of same, then after first advising the City Council of the Company’s efforts to cure same, Company shall have an additional thirty (30) days to cure such default before City may exercise its termination right.
In the event Company defaults in its performance as stated above in this section in its performance of (iv), there shall be no additional notice and cure period.

In the event of default, after the expiration of the applicable notice and cure periods, the City shall receive from Company as liquidated damages a refund of all Grant payments made by the City to Company, for the entire Term, and interest thereon be charged at the Interest Rate from the date of such default, and will become a debt from Company to the City. Such amount shall be due, owing, and paid by Company within sixty (60) days of notice from the City as the sole and exclusive remedy of the City in such event, subject to any and all lawful offsets, settlements, deductions, or credits to which Company may be entitled. The parties acknowledge that actual damages in such event would be speculative and difficult to determine.

In the event that the City fails to make a payment(s) under this Agreement, pursuant to Section II.A.iii.3 and the Irving Municipal Court subsequently finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and/or Property B, such failure shall not be considered a default, but the term of this Agreement may be extended one (1) year for each year the City fails to make payments due under this Agreement then the term shall be extended by the year(s) that a Grant Payment was not made.

VII.
EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement and the economic incentives are not assignable by Company to any entity without approval of the City Council. A name change of the Company shall not be considered an assignment, and shall be effective upon notification to the City of the new name and that entity’s consent to be bound by this Agreement. There shall be no partial assignments under this Agreement.

VIII.
MISCELLANEOUS

A. Notice. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), and properly addressed as provided below.

LAFFERTY COMPANIES, L.L.C.
3800 E. Lincoln Drive, #24
Phoenix, Arizona 85018
Attn: Michael J. Lafferty
Email: mike@laffertyco.com

With a copy to:

Lafferty Companies, L.L.C.
B. **No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to, and shall not be deemed to, create any partnership or joint venture among the Parties. The past, present and future officers, elected officials, employees and agents of the City do not assume any responsibilities or liabilities to any third party in connection with the development, design, construction or operation of any of the improvements contemplated by this Agreement. In addition, Company acknowledges and agrees that there shall be no recourse against any of the aforesaid parties, none of whom will incur any liability in respect to any claims based upon or relating to the Agreement.

C. **Waiver.** The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

D. **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

E. **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of
Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Property and supersedes all prior understandings and writings, which shall be of no further force or effect upon execution of this Agreement, and this Agreement may be amended or modified only by a writing signed by the City and Company.

G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall comprise but a single document.

H. **FORCE MAJEURE.** Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance by either party to this Agreement of any covenant or obligation hereunder (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party and such party gives the other party to this Agreement written notice of the event causing such delay within ten (10) days of such event causing the delay ("Force Majeure"), the time for such performance shall be extended by the amount of time of such delay. Such circumstances include acts of God; war; acts of civil disobedience; fire or other casualty; shortage of materials; adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms, below-freezing temperatures, hurricanes, or tornadoes); and labor actions, strikes or similar acts.

**Signatures follow**

Lafferty Companies, L.L.C.
EXECUTED as of the day and year first above written.

CITY OF IRVING, TEXAS

By: ___________________________
    Richard H. Stopfer, Mayor

Attest:

______________________________
Shanae Jennings
City Secretary

Approved as to form:

______________________________
Kuruvilla Oommen
City Attorney

Lafferty Companies, LLC

By: ___________________________
    Michael J. Lafferty
    President

Lafferty Companies, L.L.C.
CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared __________________________, __________________________ of Lafferty Companies, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he/she executed the same as a duly authorized officer of such corporation, and as the act and deed 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 ____ day of ____________, A.D., 20__.

Notary Public

(Typed/Printed Name of Notary)
My Commission Expires:

Lafferty Companies, L.L.C.
CORPORATE CERTIFICATION

I, the undersigned officer of Lafferty Companies, LLC (the “Company”), make this certification in connection with the Economic Development Incentive Agreement (the “Agreement”) with the City of Irving, Texas (the “City”).

I hereby certify as follows as of the date hereof:

1. I am the duly chosen, qualified and acting officer of the Company for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Company.

2. The Company, and any branch, division, or department of Company, does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code, as amended. If, after receiving a Grant under this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the Grant with interest, at the rate and according to the other terms provided in the Agreement, not later than the 120th day after the date the City makes demand on the Company for payment following conviction of the violation.

3. To the extent Section 2270.002 of the Texas Government Code is applicable to the Agreement, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Company and any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company does not, as of the date of this certification, boycott Israel and will not boycott Israel through the term of the Agreement. For purposes of this certification, the term “boycott Israel” has the meaning assigned to the term in Section 808.001 of the Texas Government Code, as amended.

4. To the extent the Agreement represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and subject to applicable Federal law, neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company, as of the date of this certificate, is a company engaged in business with Iran, Sudan, or a foreign terrorist organization or on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code, as amended. For purposes of this certification, the term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code, as amended.

[Execution page follows]
EXECUTED as of this _____ day of ____________, 20____.

By: ______________________________
Name: ______________________________
Title: ______________________________

VERIFICATION

THE STATE OF §
COUNTY OF §

BEFORE ME, the undersigned notary public on this day personally appeared ____________________________, on behalf of Lafferty Companies, LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification and the statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO before me on this ____ day of ________________, A.D., 20____.

Notary Public

(Typed/Printed Name of Notary)

My Commission Expires:

________________________

Lafferty Companies, L.L.C.
Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY A – 200 N. Main Street

A tract of land consisting of 3.589 acres known as 200 N Main Street, Irving Texas, 75060, legally described as Block 4, Tract 7.3 of the Original Town Addition, an Addition to the City of Irving, Dallas County, Texas, being more particularly described as follows:

BEING a tract of land situated in the Hiram Bennett Survey, Abstract No. 122, and the Newton Martin Survey, Abstract No 900, City of Irving, Dallas County, Texas, same being all of that tract of land described in deed to Charles P. Schulze, as recorded in Correction Deed in Volume 76139, Page 0749, Deed Records Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc.", (hereafter referred to as "with cap") set for corner in the west line of Britain Road (a 60-foot-wide road), same being 50.0 feet south of the centerline of the main track of the Railtran right-of-way;

THENCE South 01 degree 17 minutes 00 seconds East, along the west line of Britain Road, a distance of 150.04 feet to a Brass Disc found for corner;

THENCE West and parallel with said main track centerline, and along the north line of the Original Town of Irving Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 1, Page 214 of the Map Records of Dallas County, Texas a distance of 1070.31 feet to a 1/2-inch iron rod with cap set for corner in the east line of Main Street;

THENCE North 00 degrees 54 minutes 30 seconds West along said east line of Main Street (a 100-foot-wide street), a distance of 86.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE East and parallel with said north line of the Original Town of Irving Addition, a distance of 64.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 00 degrees 54 minutes 30 seconds West and parallel with said east line of Main Street, a distance of 63.72 feet to a 1/2-inch iron rod with cap set for corner, same being 50.0 feet south of the centerline of the main track of the Chicago, Rock Island and Pacific Railroad Company;

THENCE East and parallel with said main track centerline, a distance of 1005.03 feet to the POINT OF BEGINNING AND CONTAINING 156,377 square feet or 3.590 acres of land, more or less.

Lafferty Companies, L.L.C.
Exhibit “B”

LEGAL DESCRIPTION OF THE PROPERTY B – 211, 213, & 221 E. IRVING BOULEVARD

211 E. Irving Blvd

Legal Description of land: Being Lot 3 and Lot 2, save and except the West 50 feet of Lot 2, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

213 E. Irving Blvd

Legal description of land: Being Lot 4, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the Amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

221 E. Irving Blvd

LOT 5. BLOCK 5 OF ORIGINAL TOWN OF IRVING, an addition to the City of Irving, Dallas County, Texas, According to the plat thereof recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

BEING a 18,139 square feet or 0.4164 acre tract of land situated in the Hiram Bennett Survey, Abstract No. 122, City of Irving, Dallas County and all of Lot 5, Block 5 of Corrected Plat of Irving, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 214, Map of Records of Dallas County, Texas, as conveyed to Irving Bank & Trust Company by deed recorded in volume 68109, Page 1727, Deed Records of Dallas County, Texas, part of Lot 1, Block 6 of Original Town Subdivision of the City of Irving recorded in Volume 295, page 372 Deed Records of Dallas County, Texas and a portion of abandoned Delaware Street by City Ordinance No. 2918 dated December 16, 1976 as conveyed to Irving Bank and Trust company by Quit Claim Deed recorded in Volume 77017, Page 725, Deed Records of Dallas County, Texas, and a portion of abandoned Delaware Street by City Ordinance No. 2895 dated October 8, 1976 as conveyed to Irving Bank & Trust Company by Quit Claim Deed recorded in Volume 2002211, Page 6782, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set “X” cut on concrete pavement for a corner in the north line of Irving Boulevard (a 75 foot right of way), said being the common south corner of said Lot 5 and Lot 4, Block 5 of the said Corrected Plat & Irving, aid point being S 90 degrees 00 minutes E, a

Lafferty Companies, L.L.C.
distance of 625.79 feet from a found nail for a corner at the intersection of the north line of Irving Boulevard with the east line of Main Street (a 100 foot right of way);

THENCE, N 00 degrees 00 minutes E, with the common line of said Lot 4 and Lot 5, a distance of 145.37 feet to a set 5/8 inch iron rod for a corner, said point the common north corner of said Lot 4 and Lot 5 and In the south line of a tract of land conveyed to City of Irving by deed recorded in County Clerk Instrument No. 200600240307, Deed Records of Dallas County, Texas;

THENCE, S 88 degrees 49 minutes 49 seconds E, with the south line of said City of Irving tract, passing at a distance of 61.2 feet the northeast corner of said Lot 5, Block 5 and the northwest corner of the said abandoned Delaware Street right of way, continuing In all a distance of 121.41 feet to a found 1/4 inch iron rod for a corner in the west line of Delaware Street (a 75 foot right of way);

THENCE, the following courses and distances with the west line of Delaware Street:

- S 00 degrees 00 minutes 00 seconds W, a distance 122.87 feet to a found 1/2 inch iron rod for a corner;
- N 90 degrees 00 minutes 00 seconds E, a distance of 25.00 feet to a found 1/2 inch iron rod for a corner;
- S 00 degrees 00 minutes 00 seconds W, a distance of 20.00 feet to a found 1/2 inch iron rod for a corner in the north line of Irving Boulevard;

THENCE, N 90 degrees 00 minutes 00 seconds W, with the north line of Irving Boulevard, passing at a distance of 86.19 feet the Southeast corner of said Lot 5, Block 5 and continuing in all a distance of 147.39 feet to the Point of Beginning.
Exhibit "C"

Phase One Project & Phase Two Project

Lafferty Companies, L.L.C.
Exhibit “D”

Development Agreement
Exhibit "E"

Compliance Certificate
Certificate of Compliance

Please fill out the below certificate of compliance and submit by January 31st of each year during the term of the Agreement executed by [Resolution #X]. Terms not otherwise defined herein shall have the meaning ascribed to such terms in [Resolution #X] dates as of [Effective Date] (the “Agreement”) between the City of the Developer (the “Company”)

Submit Certificate to: City of Irving, City Manager’s Office  
Attn: Economic Development  
825 W. Irving Boulevard, Irving, Texas 75060

With a Copy to: City of Irving, Financial Services Department  
Attn: Treasury Manager  
825 W. Irving Boulevard, Irving, Texas 75060

<table>
<thead>
<tr>
<th>Project:</th>
<th>Phase One Project - Project A (200 N. Main)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>Lafferty Companies, LLC</td>
</tr>
<tr>
<td>Company Address:</td>
<td>3800 E. Lincoln Drive, #24, Phoenix, AZ 85018</td>
</tr>
</tbody>
</table>

Contact Information for Individual completing Certificate:

| Company Contact(s):    |                                        |
| Contact Address:       |                                        |
| Contact Phone:         |                                        |
| Contact Email:         |                                        |

In connection with the Agreement, the undersigned hereby states and certifies that as of January 1st of [YEAR] all of required conditions of the Agreement have been met including:

1. Part One Project Minimum Threshold Eligibility Requirements (Section II.A.i)
   b. Complied with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;
   c. Maintained a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property A, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

2. If Property Company exercises its option to purchase Property B - Part Two Project Minimum Threshold Eligibility Requirements (Section II.A.ii)
   a. Obtained an Unconditional Certificate of Occupancy for all improvements in the Phase Two Project no later than December 31, 2025.
b. Complied with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

c. Maintained a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property B, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

3. Corrected any outstanding notices of violation on Property A and Property B within the time frame established on any notice of violation from the City of Irving.

4. Corrected any outstanding Code violations noticed by the City on Property A and Property B within the time frame established on any notice of Code violation from the City of Irving, or if not reasonably capable of correction within such time frame, within a reasonable period of time.

   a. If an outstanding Code violation on Property A and Property B is currently being disputed by Company or Affiliate, list information below:
      
      i.) Date of Violation: ______________________
      
      ii.) CE Ticket #: ______________________
      
      iii.) Code Violation #: ______________________

5. Used Property A and Property B in accordance with all applicable state and local laws and regulations; diligently and faithfully maintained the Property A and Property B in a manner consistent with other developments of a class similar to Property A and Property B, reasonable wear and tear excepted.

6. Used commercially reasonable efforts to purchase services and materials for Property A and Property B from vendors within the City of Irving, if available in Irving at a competitive price. Used commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

7. Rendered a schedule for taxation to DCAD for any business personal property located within the City of Irving that Company or Affiliate owns.

8. Remained current on all real and business personal property taxes for the Term of this Agreement for any property owned by the Company or Affiliate within the City of Irving.

9. Paid all taxes related to the Property A and Property B to the City of Irving.

10. Used commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify Property A and/or Property B.

11. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the TEXAS GOVERNMENT CODE.

12. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

13. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.
Specific documentation of the Part Two Project Minimum Threshold Eligibility Requirements are to be included in Certificate of Compliance submission.

Company certifies that all information contained in this Compliance Certification is true and correct.

Date this ___ day of ____________________, 20__.

Lafferty Companies, LLC [Please note signatory must have signatory authority for the Company]

By: ________________________________
Print Name of Signatory: ________________________________
Print Title of Signatory: ________________________________

Notary

Signed and sworn before me on ________________ (Date) at __________________________ (County)
_________________ (State) ____________________________ (Notary Public)
My Commission expires on ____________________________.
EXHIBIT F

SPECIAL WARRANTY DEED FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL BY THESE PRESENTS:

That the City of Irving, a municipal corporation of the County of Dallas, State of Texas, ("GRANTOR"), for and in consideration of the sum of ($______), and by these presents does GRANT, SELL and CONVEY subject to the terms, conditions, reservations, restrictions and exceptions hereinafter made unto Lafferty Company, LLC, a _____ ("GRANTEE"), all of the property as described in Exhibits A and B, which is attached hereto and made a part hereof for all purposes ("Property").

This deed is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, or other instruments of record applicable to the Property or any part thereof; and (iii) standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which GRANTEE hereby assumes; (iv) compliance with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended.

GRANTOR does further save and except from this deed and the conveyance herein made and does reserve to GRANTOR and its successors and assigns forever all oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes production, the lease and all benefits from it. GRANTOR waives the right of ingress and egress to and from the surface of the property relating to the portion of the mineral estate owned by GRANTOR. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by GRANTOR with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operation in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Development Agreement
As a material part of the consideration for this deed, GRANTOR and GRANTEE agree that, to the maximum extent allowed by law, (a) GRANTEE is taking the Property “AS IS, WHERE IS, WITH ALL FAULTS”, (b) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property, (c) GRANTEE assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) GRANTOR expressly disclaims and GRANTEE expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the foregoing, GRANTOR makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which GRANTEE may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et.seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereto belonging to GRANTEE, its successors and assigns forever, and GRANTOR binds GRANTOR and GRANTOR’s heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by.
through, or under GRANTOR, but not otherwise, except as to the reservations from conveyance and the exceptions to conveyance and warranty.

EXECUTED this ____ day of ______________________, 2020.

GRANTOR:

ATTEST:  

CITY OF IRVING, TEXAS

______________________________  
City Secretary  
Richard H. Stopfer, Mayor

APPROVED AS TO FORM:

______________________________  
Kuruvilla Oommen, City Attorney
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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for 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 Dallas County, Texas
Printed Name: __________________________
My Commission Expires: ____________________

ACKNOWLEDGED AND AGREED TO:
GRANTEE:
Lafferty Companies, LLC

By: __________________________
Printed Name: __________________________
Title: __________________________

Development Agreement
ACKNOWLEDGMENT

THE STATE OF _____________ §

COUNTY OF _____________ §

This instrument was acknowledged before me on

______________________, by ______________________,

______________________, of Lafferty Companies, LLC a Texas limited liability company, on behalf of
said company.

Notary Public in and for the State of Texas
Printed Name: ________________________
My Commission Expires: ____________________
EXHIBIT A
LEGAL DESCRIPTION
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: 200 N Main & 211,213,221 E Irving Blvd Development Agreement

B. RFP or RFQ, Number and Date of Issuance: N/A

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: Michael Lafferty
Address: 1201 E Jefferson St. #2 City: Phoenix Zip: 85034
Email: mike@laffertyco.com Telephone: (602) 628-7733

Name: ___________________________ City: __________ Zip: __________
Email: ___________________________ Telephone: ______________________

Name: ___________________________ 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: Lafferty Companies, LLC
Officer, Agent or other Contact: Michael Lafferty
Address: 1201 E Jefferson St. #2 City: Phoenix Zip: 85034
Email: mike@laffertyco.com Telephone: (602) 628-7733
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: ____________________________
Name: ____________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: ____________________________
Officer, Agent or other Contact: ____________________________
Address: ____________________________ City: ____________ Zip: ____________
Email: ____________________________ Telephone: ____________________________
Name: ____________________________
☐ Lobbyist ☐ Attorney ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[Signature]

Date: 2/19/20

Individual, Officer, Employee or Agent

Printed Name: Michael J. Lafferty

Position: Manager

Entity: Lafferty Companies
Resolution -- Approving Economic Incentive Agreement Between the City of Irving and Lafferty Companies, LLC in an Amount Not to Exceed $598,000 Related to the Development of the Property Located at 200 N. Main Street, 211, 213, and 221 E. Irving Boulevard

Administrative Comments

1. This item is recommended by the Economic Development Department.

2. Impact: The agreement to provide incentives will catalyze the redevelopment of both the city’s vacant land within the downtown area.

3. This item has been discussed at the Planning and Development Executive Session on March 21, 2019 and August 1, 2019 and at the City Council Executive Session on January 29, 2020.

4. The tract of land is approximately 4.43 acres, located east of Main Street, North of Irving Blvd, and west of Britain Street.

5. This is a companion to the proposed resolution approving a development agreement for sale of the property at property at 200 N Main Street, 211, 213, and 221 E. Irving Blvd. to Lafferty Companies, LLC on this same agenda.

6. Lafferty Companies, LLC, intends to redevelop the property in two phases. Phase One would construct a mixed-use multifamily development on the Property A (200 N Main Street), completing construction by December 31, 2023. Phase Two would construct a 3 story mixed-use, work and loft development, on Property B (211, 213, and 221 E. Irving Blvd.), completing construction by December 31, 2025.

7. This project is consistent with the purpose of the TIF and will sell above fair market value using the Dallas County Appraisal District (DCAD) market value; therefore, the property can be sold without any bids.

8. The DCAD Market Value for the properties is $847,360. The sale price of the City land is $1,300,000.

9. This economic incentive agreement will provide a grant to the developer not to exceed $598,000 over a ten year period as long as certain minimum development criteria are met. Those criteria include completing the Phase One Project and obtaining a Certificate of Occupancy by December 31, 2023, completing the Phase Two Project and obtaining a Certificate of Occupancy by December 31, 2025, and maintaining a “Level 1" risk rating on the City’s annul multi-family inspection report for both properties.

10. This grant will be calculated annually as 25% of the City’s Maintenance and Operation (M&O) rate for taxes paid to the City on the eligible real property value.

11. This property is located in the Irving Boulevard TIF. Funding for this incentive will be a rebate on the portion of the M&O rate not contributing to the TIF, so that the Irving Boulevard TIF is not impacted fiscally.
Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Review Completed By: Christina N. Weber
Previous Action: Council Action:

Discretionary Contract Disclosure Form Required:
*If so, please upload the signed form in MinuteTraq.*

Certificate of Interested Parties Form Required:
*If so, please upload the signed form in MinuteTraq.*
This section is for additional/historical information and will not be posted on the long agenda. Please use Arial Font 12. If no comments are typed in, please delete this wording.

ATTACHMENTS:
Economic Development Incentive Agreement - Lafferty Companies (PDF)
2270 Verification Form - Lafferty Companies - EDIA  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 2/10/2020 04:54 PM by Imelda Speck
Last Updated: 2/20/2020 02:29 PM by Christina Weber
WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City Council has adopted a program for granting public funds to promote local economic development, and stimulate business and commercial activity in the City of Irving; and

WHEREAS, the City Council finds the economic development incentive offered in the attached agreement will promote economic development and stimulate business and commercial activity in the City of Irving;

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 Agreement between the City of Irving and Lafferty Companies, LLC for the development of vacant City-owned property in the amount not to exceed $598,000, and the Mayor is authorized to execute said agreement.

SECTION II. THAT the payment of any grant in future budget years, as provided in this Agreement, shall be subject to annual appropriation by the City Council in the annual budget and the City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
ECONOMIC INCENTIVE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF IRVING §

This Economic Incentive Agreement ("Agreement"), is entered into on ___ day of ________, 2020 (the "Effective Date"), by and between the City of Irving, Texas ("City"), a home rule city located in Dallas County, Texas, and Lafferty Companies, L.L.C., a foreign limited liability company registered to conduct business in the State of Texas ("Company"), acting by and through its authorized officers, for the purposes and considerations stated below:

WHEREAS, on May 3, 2018, the City adopted a Comprehensive Policy Statement on Local Economic Development and Business Stimulation Incentives ("Policy Statement"), by the passage of Resolution No. 2018-136, to be used as a guideline for granting incentives; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic incentive agreements as contemplated by Chapter 380, TEXAS LOCAL GOVERNMENT CODE, the $1,500.00 Applicant Fee and contribution to the Chamber of Commerce required by the Policy Statement are hereby waived; and

WHEREAS, the City desires to enter into this Agreement with Company for economic incentives pursuant to Chapter 380 of the TEXAS LOCAL GOVERNMENT CODE, as amended; and

WHEREAS, the contemplated use of the Premises, and the other terms hereof are consistent with encouraging development and diversification of the economy of the state, and are in compliance with the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, on December 9, 2010 the Irving City Council created Tax Increment Reinvestment Zone No. 2 (the "Zone") and on September 20, 2019 the Irving City Council expanded the boundaries of the Zone and approved a Project and Financing Plan for the Zone (the "Plan"); and

WHEREAS, a tract of land commonly known as 200 N. Main Street, also being known at Block 4, Original Town of Irving, Dallas County, Texas (the "Property A") and tracts of land commonly known as 211 E. Irving Boulevard, also being known at Lot 3 and 11.5 feet of Lot 2, Block 5, Original Town of Irving, Dallas County, Texas; 213 E. Irving Boulevard, also being known at Lot 4, Block 5, Original Town of Irving, Dallas County, Texas; and 221 E. Irving Boulevard, also being known as Lot 5, Block 5, Original Town of Irving, Dallas County, Texas (the "Property B") are located within the Zone; and

WHEREAS, on October 10, 2017 Company submitted a letter of intent for the purchase and development of the Property in a manner consistent with the Plan; and

Lafferty Companies, L.L.C.

Page 1
WHEREAS, the Irving City Council concurrently considered and approved a Development Agreement with Company to purchase and develop Properties A and B, which is attached hereto and incorporated as Exhibit “D”; and

WHEREAS, the Plan contemplates the redevelopment of the Properties and it would benefit and enhance the commercial and industrial economic and employment base of the City of Irving, the City Council finds that it is in the best interest of the taxpayers for the City to enter into this Agreement;

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

1. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. “Affiliate” means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any Affiliate of such lender.

B. “Eligible Real Property Value for Property A” means the increase in taxable value of the real property owned by Company and located at Property A over the 2019 certified value as shown on the tax rolls of DCAD, which includes the land plus any improvements. (Current taxable value is $0.00.)

C. “Eligible Real Property Value for Property B” means the increase in taxable value of the real property owned by Company or Affiliate and located at Property B over the 2019 certified value as shown on the tax rolls of DCAD, which includes the land plus any improvements. (Current taxable value is $0.00.)

D. “Interest Rate” means the yield to maturity, 360 day equivalent, City earned on its investments as of the end of the most recent quarter, as reported on the City’s Quarterly Investment Report, plus 200 basis points.

E. “Part One Project Minimum Threshold Eligibility Requirements” shall have the meaning ascribed in Section II.A.i.

Lafferty Companies, L.L.C.
F. "Part Two Project Minimum Threshold Eligibility Requirements" shall have the meaning ascribed in Section II.A.ii.

G. "Phase One Project" shall mean all real property improvements more fully described and depicted in Exhibit "C".

H. "Phase Two Project" shall mean all real property improvements more fully described and depicted in Exhibit "C".

I. "Property A" means real property of approximately 3.58 acres, more or less, and improvements, located at 200 N. Main Street, Irving, TX 75060 as more fully described and clearly identified in Exhibit "A".

J. "Property B" means real property of approximately 0.85 acres, more or less, and improvements, located at 211, 213, & 221 E. Irving Boulevard, Irving, TX 75060 as more fully described and clearly identified in Exhibit "B".

K. "Premises or Property" means Property A and Property B.

L. "Risk Rating" shall mean a quantitative designation of 1 (best) through 4 (worst), assigned to a multi-family dwelling community based on several factors including, but not limited to, age, property condition, maintenance standards, provision of life safety systems, management practices, and other factors as determined by the city manager or his or her designated representative and as set forth in the risk rating assessment form maintained in the office of the code enforcement director as defined by the City of Irving Ordinances Chapter 8, as amended.

II. ECONOMIC DEVELOPMENT GRANT

A. COMPANY OBLIGATIONS. In consideration of the City entering into this Agreement providing for this Grant, Company agrees that it or its permitted assigns, during the term of this Agreement, will comply with the following requirements:

i. COMPANY OR AFFILIATE OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2023 FOR PART ONE:

1. Obtain an unconditional Certificate of Occupancy for all improvements in the Phase One Project no later than December 31, 2023;

2. Comply with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

Lafferty Companies, L.L.C.
3. Maintain a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property A, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

ii. COMPANY OR AFFILIATE OBLIGATIONS TO COMPLETE NO LATER THAN DECEMBER 31, 2025 FOR PART TWO (The Company shall be required to comply with the following only if the Company exercises its option to purchase Property B):

1. Maintain all requirements in Section II.A.i.;

2. Obtain an unconditional Certificate of Occupancy for all improvements in the Phase Two Project no later than December 31, 2025;

3. Comply with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

4. Maintain a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property B, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

iii. COMPANY AND/OR AFFILIATES OBLIGATIONS TO MAINTAIN DURING THE ENTIRE TERM OF THIS AGREEMENT.

1. Maintain all requirements in Section II.A.i.;

2. If Company qualifies for Grants under Section II.B.3, Company shall maintain all requirements in Section II.A.ii;

3. Correct any outstanding Code violations noticed by the City on Property A and Property B within the time frame established on any notice of Code violation from the City of Irving, or if not reasonably capable of correction within such time frame, within a reasonable period of time.

   a. Please note, that if an outstanding Code violation on Property A and Property B is disputed by Company or Affiliate and the Irving Municipal Court finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and Property B, Company shall be eligible for a Grant if all other obligations under this Agreement are met and the Grant Payment shall be made in compliance with Section VI.

4. Beginning no later than January 31, 2025, and no later than January 31st of each subsequent year during the term of this Agreement, submit to City:

   a. a certification in the form substantially similar to Exhibit “E” (the "Compliance Certificate") that as of January 1st of that year all required conditions of the
Agreement have been met including the Part One Project Minimum Threshold Eligibility Requirements and including specific documentation of the Part One Project Minimum Threshold Eligibility Requirements.

b. if Company closes on the purchase of Property B, then as of January 1 of the year following the Property B purchase, Company shall document satisfaction of the Part Two Project Minimum Threshold Eligibility Requirements in the Compliance Certificate; and

6. Use Property A and Property B in accordance with all applicable state and local laws and regulations; diligently and faithfully maintain the Property A and Property B in a manner consistent with other developments of a class similar to Property A and Property B, reasonable wear and tear excepted.

7. Use commercially reasonable efforts to purchase services and materials for Property A and Property B from vendors within the City of Irving, if available in Irving at a competitive price. Use commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

8. Shall not fail to render a schedule for taxation to DCAD for any business personal property located within the City of Irving that Company or Affiliate owns.

9. Shall remain current on all real and business personal property taxes for the Term of this Agreement for any property owned by the Company or Affiliate within the City of Irving.

10. All taxes related to the Property A and Property B shall be paid to the City of Irving.

11. Use commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify Property A and/or Property B.

12. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the TEXAS GOVERNMENT CODE. In accordance with Section 2264.052 of the TEXAS GOVERNMENT CODE, if Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay to the City the full amount of the Grant made under this Agreement, and interest thereon be charged at the Interest Rate from the date the Grant was made. Repayment shall be paid within one hundred twenty (120) days after the date Company receives notice of violation from the City.

B. **City Grant.** In exchange for Company's compliance with the terms and provisions of this Agreement set forth in Section II, on an annual basis, beginning two years following the year in which the conditions in Section II.A.1. are met City shall provide Company an annual Economic Incentive Development Grant (the "Grant") for the qualifying phases [in

Lafferty Companies, L.L.C.
an amount not to exceed $478,400 for Part I and $119,600 for Part II] from lawfully available funds as follows:

1. **Calculation and Rate of Grant.** The annual Grant will be calculated by multiplying the City’s Maintenance and Operation rate for real property ad valorem taxes paid to the City on the Eligible Real Property Value for Property A and/or Property B by twenty-five percent (25%) ("Grant Payment") depending on the Part the Company is seeking a Grant Payment for (i.e. If Company only achieved Part One Project Minimum Threshold Eligibility Requirements then Company is only eligible for Grant Payments under Section II.B.2.).

2. **Part One Grant:** Upon completion of the Part One Project Minimum Threshold Eligibility Requirements, there shall be available in the ten (10) consecutive calendar years following two years after the year in which the Part One Project Minimum Threshold Eligibility Requirements are met, a Grant Payment, in an amount not to exceed $478,400, for the Eligible Real Property Value for Property A.

3. **Part Two Grant:** If additionally, Company meets completion of the Part Two Project Minimum Threshold Eligibility Requirements, there shall be available in the ten (10) consecutive calendar years following two years after the year in which the Part One Project Minimum Threshold Eligibility Requirements are met a Grant Payment, in an amount not to exceed $119,600, for the Eligible Real Property Value for Property B (i.e. The term of this Grant Payment runs concurrently with the term for a Grant Payment under Section II.B.2.). Company shall only be eligible for the Grant for Property B if a Compliance Certificate documenting that the Part Two Project Minimum Threshold Eligibility Requirements have been achieved and is received by the City by January 31, 2027 along with all other requirements of this Agreement.

4. **Conditions Precedent to Grant** – The following shall be conditions precedent to receiving the Grant:

   a. Comply with the terms of this Agreement.
   b. Compliance Certificate – In the event Company fails to provide the Compliance Certificate by January 31st of any year, there shall be no Grant Payment to the Company for that year.
   c. Be in compliance with all applicable local, state, and federal laws.

5. **Payment of Grant to Company** – Each year in which a Grant may be due and payable to Company, the City shall calculate the Grant amount and make the Grant Payment, via check or other acceptable means, no later than March 31 of the applicable year, provided all taxes related to the Premises and Property for the preceding tax year have been paid to the City of Irving or, if assessed values for Property A and Property B are contested, the legal procedures for protest and/or contest of any such taxes have been timely and properly followed, and the Company is in compliance with all terms and
conditions of this Agreement. The first year in which a Grant could be due would be for the 2021 tax year making the Grant Payment due on March 31, 2022, the parties do not anticipate a Grant to be due until March 31, 2025 for the 2024 tax year.

6. Adjustments to Grant Amounts. If (i) the final result of an assessment, audit, refund claim or other action by a taxpayer or taxing authority results in a change in the amount of tax liability for a prior tax period of any City tax revenue that was used as the basis for the computation of any Grant Payment due under this Agreement; and (ii) such change in tax liability results in a payment to or from the City of such taxes, whether by actual payment, credit, offset, or otherwise; then (iii) for the Grant component computed with reference to that type of tax, the City will adjust the Grant Payment otherwise due up or down, as the case may be, to account for such prior period’s tax liability adjustment and payment. If the adjustment required by this Section cannot be fully accomplished by adjusting the Grant Payment for the year in which the City makes or receives such payment, the Grant due for subsequent year(s) shall be adjusted as necessary.

7. Part One and Part Two Performance. If the Part Two Project Minimum Eligibility Requirements are not met, Company shall not be considered to have breached any obligation(s) under the Agreement. So long as Company completes Part One in accordance with the Part One Project Minimum Threshold Eligibility Requirements, Company will be eligible to receive the Grant under Section II.B.2. If Company fails to complete Part Two in accordance with Sections II.A.ii, then Company will not be eligible for grants for Part Two, but may continue to receive the Grant for Part One.

III.

INDEMNIFICATION
AND PROVISIONS APPLICABLE TO ALL INCENTIVES

A. Indemnification of Third-Party Claims. COMPANY, ITS PARENT COMPANIES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTIES"), 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 ECONOMIC DEVELOPMENT NEGOTIATIONS, DISCUSSIONS, PROPOSALS OR THIS AGREEMENT BETWEEN THE CITY AND COMPANY (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 COMPANY OR THE
CITY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE COMPANY. THE INDEMNITIES IN THIS AGREEMENT 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 INDEMNIFIED PARTIES.

B. **Settlement of Indemnified Claims.** AS PART OF THEIR DUTY TO DEFEND, THE INDEMNIFYING PARTIES SHALL HAVE THE SOLE RIGHT, IN THEIR SOLE DISCRETION, TO COMPROMISE AND SETTLE, ON BEHALF OF THE CITY INDEMNIFIED PARTIES, ANY OF THE INDEMNIFIED CLAIMS TO WHICH THE INDEMNIFICATION ABOVE APPLIES, SO LONG AS IN CONNECTION WITH ANY SUCH COMPROMISE AND/OR SETTLEMENT ENTERED INTO BY THE INDEMNIFYING PARTIES, NO ADMISSION OF LIABILITY ON BEHALF OF THE CITY INDEMNIFIED PARTIES IS MADE AND THE CITY INDEMNIFIED PARTIES ARE UNCONDITIONALLY AND ABSOLUTELY RELEASED FROM ANY LIABILITY RELATING THERETO. THE INDEMNIFYING PARTIES SHALL HAVE THE AUTHORITY TO SELECT, ENTER IN ANY ENGAGEMENT WITH, DISCONTINUE ANY ENGAGEMENT WITH, AND NEGOTIATE THE FEE PAID TO, ANY AND ALL ATTORNEYS TO BE RETAINED IN THE INDEMNIFIED PARTIES' DEFENSE OF ANY INDEMNIFIED CLAIM, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO REJECT THE ENGAGEMENT OF ANY ATTORNEY BASED UPON A CONFLICT OF INTEREST OR ANY OTHER REASONABLE OBJECTION OF THE CITY.

C. **Immunity Retained.** Nothing contained in this Section 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. The City and Company hereby acknowledge and agree that: City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement 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.

D. **Limited Waiver of Immunity.** Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement 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.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL

Lafferty Companies, L.L.C.
GOVERNMENT CODE, as amended, the City and Company hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;

(b) the recovery of damages against City may not include consequential damages or exemplary damages;

(c) Company may not recover attorney’s fees; and

(d) Company is not entitled to specific performance or injunctive relief against the City.

E. **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. **Annual Appropriation.** Company acknowledges that the real property taxes described above in Section II.B. are being used only as a method to calculate the City’s payment, if any, of the Grant from lawfully available funds, and shall be subject to annual appropriation by the City Council in the annual budget.

G. Properties A and B are not in an improvement project financed by tax increment bonds.

H. Properties A and B are not owned or leased by any member of the Irving City Council or any member of the Planning and Zoning Commission of the City.

I. During the term of this Agreement, Company (or its successors and assigns) shall be subject to all applicable City taxation including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

J. There shall be no payment of the Grant if the Company or Affiliate is delinquent in any payment of taxes or other obligation to the City. There shall be no payment of the Grant if any real property taxes or business personal property taxes attributable to the Premises or Property is delinquent to the City.

K. Any party’s participation in the protest/appeal process of property values through the DCAD does not constitute failure to comply with the terms of this Agreement.

IV.

TERM

This Agreement is effective as of the Effective Date, for a term concluding no later than June 30, 2034, unless a Grant Payment(s) were not made pursuant to Section II.A.iii.3 and the Irving Municipal Court subsequently finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and Property B then the

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term shall be extended by the year(s) that a Grant Payment was not made. In the event Company fails to achieve the Part One Minimum Threshold Eligibility Requirements and provide the initial Compliance Certificate for Part One by January 31, 2025, this Agreement shall automatically terminate on March 31, 2025 and no payment shall be due to Company.

V.

RECORDS AND AUDITS

Throughout the term of this Agreement, the City or its agents shall have reasonable access to Company’s Premises (upon prior reasonable written notice to Company) for the purpose of inspecting same to ensure that the Premises are maintained in accordance with the specifications and conditions of this Agreement; provided that (i) any such inspections shall be at City’s sole expense, (ii) Company shall have the right to accompany City employees for any such inspection, and (iii) City shall act in good faith to respect and maintain the privacy and security interest of Company and Company’s employees. Should City determine to use any third party auditor to perform this task (at City’s sole expense), selection of the auditor by the City shall be subject to Company’s prior written approval, such approval not to be unreasonably withheld or delayed.

VI.

BREACH

In the event that (i) the business personal property ad valorem taxes with respect to any improvements on Properties A or B or real property ad valorem taxes with respect to Properties A or B or Company, owed the City, become delinquent and the legal procedures for protest and/or contest of any such ad valorem taxes are not timely and properly followed; or (ii) Company breaches any of the terms or conditions of this Agreement (save and except the elements of the Minimum Threshold Eligibility Requirements specified in Section II.A.iii.4 above); or (iii) Company fails to perform the Part One Project Minimum Threshold Eligibility Requirements or Part Two Project Minimum Threshold Eligibility Requirements (if Part Two was initially achieved) specified in Section II.B.3 above in two consecutive years, then Company shall be in default of this Agreement.

In the event Company defaults in its performance of (i) or (ii) above, the City shall give Company written notice of such default. If Company has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral reasonably acceptable to the City, and cannot with due diligence be cured within such thirty (30) day period owing to causes beyond the control of Company, this Agreement may be terminated by the City. Provided, however, that if such default is not reasonably susceptible of cure within such thirty (30) day period and Company has commenced and is pursuing the cure of same, then after first advising the City Council of the Company’s efforts to cure same, Company shall have an additional thirty (30) days to cure such default before City may exercise its termination right.

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In the event Company defaults in its performance as stated above in this section in its performance of (iv), there shall be no additional notice and cure period.

In the event of default, after the expiration of the applicable notice and cure periods, the City shall receive from Company as liquidated damages a refund of all Grant payments made by the City to Company, for the entire Term, and interest thereon be charged at the Interest Rate from the date of such default, and will become a debt from Company to the City. Such amount shall be due, owing, and paid by Company within sixty (60) days of notice from the City as the sole and exclusive remedy of the City in such event, subject to any and all lawful offsets, settlements, deductions, or credits to which Company may be entitled. The parties acknowledge that actual damages in such event would be speculative and difficult to determine.

In the event that the City fails to make a payment(s) under this Agreement, pursuant to Section II.A.iii.3 and the Irving Municipal Court subsequently finds the Company and/or Affiliate not guilty of the alleged Code violation or the alleged Code violation is dismissed on Property A and/or Property B, such failure shall not be considered a default, but the term of this Agreement may be extended one (1) year for each year the City fails to make payments due under this Agreement then the term shall be extended by the year(s) that a Grant Payment was not made.

VII.
EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement and the economic incentives are not assignable by Company to any entity without approval of the City Council. A name change of the Company shall not be considered an assignment, and shall be effective upon notification to the City of the new name and that entity’s consent to be bound by this Agreement. There shall be no partial assignments under this Agreement.

VIII.
MISCELLANEOUS

A. Notice. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), and properly addressed as provided below.

LAFFERTY COMPANIES, L.L.C.
3800 E. Lincoln Drive, #24
Phoenix, Arizona 85018
Attn: Michael J. Lafferty
Email: mike@laffertyco.com

With a copy to:

Lafferty Companies, L.L.C.
Rose Law Group pc
7144 E. Stetson Drive, Ste. 300
Scottsdale, Arizona 85251
Attn: Dan Gauthier
Email: dgauthier@roselawgroup.com

CITY OF IRVING, TEXAS
825 W. Irving Boulevard
Irving, Texas 75060
Attention: City Secretary

With a copy to:

CITY OF IRVING, TEXAS
825 W. Irving Boulevard
Irving, Texas 75060
Attention: City Manager

CITY OF IRVING, TEXAS
825 W. Irving Boulevard
Irving, Texas 75060
Attention: City Attorney

B. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to, and shall not be deemed to, create any partnership or joint venture among the Parties. The past, present and future officers, elected officials, employees and agents of the City do not assume any responsibilities or liabilities to any third party in connection with the development, design, construction or operation of any of the improvements contemplated by this Agreement. In addition, Company acknowledges and agrees that there shall be no recourse against any of the aforesaid parties, none of whom will incur any liability in respect to any claims based upon or relating to the Agreement.

C. Waiver. The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

D. Severability. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

E. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Lafferty Companies, L.L.C.
Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Property and supersedes all prior understandings and writings, which shall be of no further force or effect upon execution of this Agreement, and this Agreement may be amended or modified only by a writing signed by the City and Company.

G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall comprise but a single document.

H. **FORCE MAJEURE.** Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance by either party to this Agreement of any covenant or obligation hereunder (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party and such party gives the other party to this Agreement written notice of the event causing such delay within ten (10) days of such event causing the delay ("Force Majeure"), the time for such performance shall be extended by the amount of time of such delay. Such circumstances include acts of God; war; acts of civil disobedience; fire or other casualty; shortage of materials; adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms, below-freezing temperatures, hurricanes, or tornadoes); and labor actions, strikes or similar acts.

*Signatures follow*

Lafferty Companies, L.L.C.
EXECUTED as of the day and year first above written.

CITY OF IRVING, TEXAS

By: ____________________________

Richard H. Stopfer, Mayor

Attest:

Shanae Jennings
City Secretary

Approved as to form:

Kuruvilla Oommen
City Attorney

Lafferty Companies, LLC

By: ____________________________

Michael J. Lafferty
President
CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Maricopa

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael Lafferty, manager of Lafferty Companies, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he/she executed the same as a duly authorized officer of such corporation, and as the act and deed 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 19th day of Feb., A.D., 2020

Desiree Reynoso
Notary Public

( Typed/Printed Name of Notary)
My Commission Expires:

02/11/22

Lafferty Companies, L.L.C.
CORPORATE CERTIFICATION

I, the undersigned officer of Lafferty Companies, LLC (the “Company”), make this certification in connection with the Economic Development Incentive Agreement (the “Agreement”) with the City of Irving, Texas (the “City”).

I hereby certify as follows as of the date hereof:

1. I am the duly chosen, qualified and acting officer of the Company for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Company.

2. The Company, and any branch, division, or department of Company, does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code, as amended. If, after receiving a Grant under this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the Grant with interest, at the rate and according to the other terms provided in the Agreement, not later than the 120th day after the date the City makes demand on the Company for payment following conviction of the violation.

3. To the extent Section 2270.002 of the Texas Government Code is applicable to the Agreement, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Company and any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company does not, as of the date of this certification, boycott Israel and will not boycott Israel through the term of the Agreement. For purposes of this certification, the term “boycott Israel” has the meaning assigned to the term in Section 808.001 of the Texas Government Code, as amended.

4. To the extent the Agreement represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and subject to applicable Federal law, neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company, as of the date of this certificate, is a company engaged in business with Iran, Sudan, or a foreign terrorist organization or on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code, as amended. For purposes of this certification, the term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code, as amended.

[Execution page follows]
EXECUTED as of this 19th day of Feb., 2020

By: [Signature]
Name: Michael J. Lafferty
Title: [Title]

VERIFICATION

THE STATE OF Arizona
COUNTY OF Maricopa

BEFORE ME, the undersigned notary public on this day personally appeared Michael Lafferty, on behalf of Lafferty Companies, LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification and the statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO before me on this 19th day of Feb., A.D., 2020.

[Signature]
Notary Public

[Typed/Printed Name of Notary]

My Commission Expires:
02-01-22

Lafferty Companies, L.L.C.
Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY A - 200 N. Main Street

A tract of land consisting of 3.589 acres known as 200 N Main Street, Irving Texas, 75060, legally described as Block 4, Tract 7.3 of the Original Town Addition, an Addition to the City of Irving, Dallas County, Texas, being more particularly described as follows:

BEING a tract of land situated in the Hiram Bennett Survey, Abstract No. 122, and the Newton Martin Survey, Abstract No 900, City of Irving, Dallas County, Texas, same being all of that tract of land described in deed to Charles P. Schulze, as recorded in Correction Deed in Volume 76139, Page 0749, Deed Records Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc.", (hereafter referred to as "with cap") set for corner in the west line of Britain Road (a 60-foot-wide road), same being 50.0 feet south of the centerline of the main track of the Railtran right-of-way;

THENCE South 01 degree 17 minutes 00 seconds East, along the west line of Britain Road, a distance of 150.04 feet to a Brass Disc found for corner;

THENCE West and parallel with said main track centerline, and along the north line of the Original Town of Irving Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 1, Page 214 of the Map Records of Dallas County, Texas a distance of 1070.31 feet to a 1/2-inch iron rod with cap set for corner in the east line of Main Street;

THENCE North 00 degrees 54 minutes 30 seconds West along said east line of Main Street (a 100-foot-wide street), a distance of 86.30 feet to a 1/2-inch iron rod with cap set for corner;
THENCE East and parallel with said north line of the Original Town of Irving Addition, a distance of 64.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 00 degrees 54 minutes 30 seconds West and parallel with said east line of Main Street, a distance of 63.72 feet to a 1/2-inch iron rod with cap set for corner, same being 50.0 feet south of the centerline of the main track of the Chicago, Rock Island and Pacific Railroad Company;

THENCE East and parallel with said main track centerline, a distance of 1005.03 feet to the POINT OF BEGINNING AND CONTAINING 156,377 square feet or 3.590 acres of land, more or less.

Lafferty Companies, L.L.C.  

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Exhibit "B"

LEGAL DESCRIPTION OF THE PROPERTY B - 211, 213, & 221 E. IRVING BOULEVARD

211 E. Irving Blvd

Legal Description of land: Being Lot 3 and Lot 2, save and except the West 50 feet of Lot 2, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

213 E. Irving Blvd

Legal description of land: Being Lot 4, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the Amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

221 E. Irving Blvd

LOT 5. BLOCK 5 OF ORIGINAL TOWN OF IRVING, an addition to the City of Irving, Dallas County, Texas, According to the plat thereof recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

BEING a 18,139 square feet or a 0.4164 acre tract of land situated in the Hiram Bennett Survey, Abstract No. 122, City of Irving, Dallas County and all of Lot 5, Block 5 of Corrected Plat of Irving, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 214, Map of Records of Dallas County, Texas, as conveyed to Irving Bank & Trust Company by deed recorded in volume 68109, Page 1727, Deed Records of Dallas County, Texas, part of Lot 1, Block 6 of Original Town Subdivision of the City of Irving recorded in Volume 295, page 372 Deed Records of Dallas County, Texas and a portion of abandoned Delaware Street by City Ordinance No. 2918 dated December 16, 1976 as conveyed to Irving Bank and Trust company by Quit Claim Deed recorded in Volume 77017, Page 725, Deed Records of Dallas County, Texas, and a portion of abandoned Delaware Street by City Ordinance No. 2895 dated October 8, 1976 as conveyed to Irving Bank & Trust Company by Quit Claim Deed recorded in Volume 2002211, Page 6782, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set "X" cut on concrete pavement for a corner in the north line of Irving Boulevard (a 75 foot right of way), said being the common south corner of said Lot 5 and Lot 4, Block 5 of the said Corrected Plat & Irving, aid point being S 90 degrees 00 minutes E, a

Lafferty Companies, L.L.C.
distance of 625.79 feet from a found nail for a corner at the intersection of the north line of Irving Boulevard with the east line of Main Street (a 100 foot right of way);

THENCE, N 00 degrees 00 minutes E, with the common line of said Lot 4 and Lot 5, a distance of 145.37 feet to a set 5/8 inch iron rod for a corner, said point the common north corner of said Lot 4 and Lot 5 and In the south line of a tract of land conveyed to City of Irving by deed recorded in County Clerk Instrument No. 200600240307, Deed Records of Dallas County, Texas;

THENCE, S 88 degrees 49 minutes 49 seconds E, with the south line of said City of Irving tract, passing at a distance of 61.2 feet the northeast corner of said Lot 5, Block 5 and the northwest corner of the said abandoned Delaware Street right of way, continuing In all a distance of 121.41 feet to a found 1/4 inch iron rod for a corner in the west line of Delaware Street (a 75 foot right of way);

THENCE, the following courses and distances with the west line of Delaware Street:

- S 00 degrees 00 minutes 00 seconds W, a distance 122.87 feet to a found 1/2 inch iron rod for a corner;

- N 90 degrees 00 minutes 00 seconds E, a distance of 25.00 feet to a found 1/2 inch iron rod for a corner;

- S 00 degrees 00 minutes 00 seconds W, a distance of 20.00 feet to a found 1/2 inch iron rod for a corner in the north line of Irving Boulevard;

THENCE, N 90 degrees 00 minutes 00 seconds W, with the north line of Irving Boulevard, passing at a distance of 86.19 feet the Southeast corner of said Lot 5, Block 5 and continuing in all a distance of 147.39 feet to the Point of Beginning.

Lafferty Companies, L.L.C.
Exhibit “C”

Phase One Project & Phase Two Project
Exhibit "D"

Development Agreement
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is entered on the _____ day of __________, 2020 (the "Effective Date") into by and between the City of Irving, a Texas municipal corporation ("City"), and Lafferty Companies, L.L.C., a foreign_limited liability company registered to conduct business in the State of Texas ("Purchaser"), pursuant to the terms and conditions set forth herein.

WHEREAS, City is the owner of a tract of land commonly known as 200 N. Main Street, also being known at Block 4, Original Town of Irving, Dallas County, Texas (the "Property A") located within Tax Increment Reinvestment Zone No. 2 (the "Zone"); and

WHEREAS, City is the owner of a tract of land commonly known as 211 E. Irving Boulevard, also being known at Lot 3 and 11.5 feet of Lot 2, Block 5, Original Town of Irving, Dallas County, Texas; 213 E. Irving Boulevard, also being known at Lot 4, Block 5, Original Town of Irving, Dallas County, Texas; and 221 E. Irving Boulevard, also being known as Lot 5, Block 5, Original Town of Irving, Dallas County, Texas (the "Property B") are located within the Zone; and

WHEREAS, on June 29, 2006 and July 31, 2012, the City purchased the Properties for a public purpose; and

WHEREAS, on October 10, 2017 Purchaser submitted an offer for the purchase and development of the Property in a manner consistent with the Zone Project and Financing Plan (the "Plan"); and

WHEREAS, the Plan contemplates the redevelopment of the Properties;

WHEREAS, the City has determined that conveyance of the Properties A and B to Purchaser under the terms of this Development Agreement is advisable to implement the Plan; and

WHEREAS, the Irving City Council concurrently considered and approved an Economic Incentive Agreement with Purchaser to incentivize the development of the Properties A and B, which is attached hereto and incorporated as Exhibit "F"; and

WHEREAS, the Irving City Council and Purchaser desire to have two separate and distinct parts, which are hereafter defined, to acquire and develop the Properties; and

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

ARTICLE I  DEFINED TERMS

(a) City Representative: City Manager or his authorized representative
(b) Project: Means the Part One and the Part Two.

Development Agreement
(c) **Part One:** Means Phase One Project.

(d) **Part Two:** Means Phase Two Project.

(e) **Phase One Project:** Means all real property improvements more fully described and depicted in Exhibit "C".

(f) **Phase Two Project:** Means all real property improvements more fully described and depicted in Exhibit "C".

(g) **Affiliate:** Means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any Affiliate of such lender.

(h) **Property A:** Means real property of approximately 3.58 acres, more or less, and improvements, located at 200 N. Main Street, also being known as Block 4, Orginal Town of Irving, Dallas County, Texas, as more fully described in Exhibit "A".

(i) **Property B:** Means real property of approximately 0.85 acres, more or less, and improvements, located at 211, 213, and 221 E. Irving Boulevard, Irving, TX 75060 as more fully described in Exhibit "B".

(j) **Properties:** Means Property A and Property B.

**ARTICLE 2 PROPERTY/PURCHASE PRICE FOR PROPERTY A**

2.1 **Certain Basic Terms.** Unless the context otherwise requires, the following terms are for the development and purchase of Property A:

(b) **Purchase Price:** ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

Development Agreement
(c) **Property A Earnest Money:** The cash sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) to be delivered in accordance with and subject to the terms set forth in Section 2.3.

(d) **Feasibility Period:** 250 days after the Effective Date.

(e) **Guarantee:** Purchaser shall provide a guarantee in a form substantially similar to Exhibit “D” in accordance with the terms set for in Section 9.2(c) prior to the closing of Property A for the Phase One Project.

(f) **Closing Date:** September 30, 2021

(g) **Title Company:** Republic Title of Texas, Inc.
8810 N MacArthur Boulevard
Irving, TX 75063

(h) **Title Policy:** All costs or expense of any title policy of insurance premiums, all fees and costs of examination of title, and any other costs in connection therewith, shall be paid by the Developer.

(i) **Survey:** A survey is not being provided by the City and Developer, at its sole cost, shall have a survey prepared prior to Closing.

2.2 **Property A.** Subject to the terms and conditions of this Agreement and the reservation of subsurface minerals in, on and under Property A, subject to language being inserted in the Deed to the Property waiving the right of ingress and egress to and from the surface of the property relating to the portion of the subsurface mineral estate reserved to the City, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, all of City’s assignable and transferable rights, title and interest in and to the land which is described and/or depicted on the attached Exhibit “A” and identified as Property A.

2.3 **Property A Earnest Money and Independent Consideration.**

(a) Within five (5) days after the Effective Date, Purchaser shall deliver the Property A Earnest Money to the Title Company (the “Property A Earnest Money”). Any and all cash deposited with the Title Company as the Property A Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Property A Earnest Money shall be applied to the Purchase Price of Property A at the Closing. The Property A Earnest Money shall be refundable to Purchaser in all cases prior to the expiration of the Feasibility Period. If Purchaser terminates this Agreement for any reason, or no reason, on or prior to the expiration of the Feasibility Period, Title Company shall promptly refund the Property A Earnest Money to Development Agreement
Purchaser. After the expiration of the Feasibility Period, the Property A Earnest Money shall be non-refundable to Purchaser, except in the case of City’s breach of this Agreement.

(b) The parties acknowledge and agree that a portion of the Property A Earnest Money in the amount of One Hundred and No/100 Dollars ($100.00) is independent consideration (the “Independent Consideration”) for City’s execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement for Property A. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by City, if this Agreement terminates prior to Closing. Furthermore, the Independent Consideration shall be applied against the Purchase Price of Property A at the Closing.

(c) The parties acknowledge and agree that the purchase and sale of Property A contemplated by this Agreement is an exclusive contractual right conferred by City to Purchaser effective until the Closing Date and any extension thereof, unless Purchaser terminates this Agreement pursuant to an express right of termination granted herein prior to the Closing Date and any extension thereof. This provision shall survive the termination of this Agreement by City on or before the Closing Date or any extension thereof.

2.4 Remedies.

(a) If Purchaser should fail or refuse to comply with Purchaser’s obligations under this Agreement for any reason, other than City’s default or the exercise by Purchaser of an express right of termination granted herein, City’s sole and exclusive remedy shall be to terminate this Agreement and receive any previously delivered Earnest Money as liquidated damages.

(b) If City should fail or refuse to comply with City’s obligations under this Agreement, Purchaser’s sole and exclusive remedies shall be the right to terminate this Agreement and receive an immediate refund of the Earnest Money minus the independent consideration without the necessity of obtaining any consent or release by City.

2.5 Purchase Price. The balance of the Purchase Price, as adjusted by any prorations and the Property A Earnest Money, shall be paid in cash at Closing.

ARTICLE 3 FEASIBILITY PERIOD FOR PROPERTY A

3.1 City’s Delivery of Property Information. Within ten business (10) days after the Effective Date, City shall deliver to Purchaser, at the address stated below, the following, if any, in City’s possession or reasonable control (collectively, the “Property Information”):

(a) Copies of any and all agreements affecting the Property, including copies of all unrecorded restrictive covenants, reciprocal easement or other private agreements relating to Property A.

(b) Lawyer’s Title Insurance Corporation Owner’s title policy No. 2211001385.O for Property A.
(c) Most recent existing survey of Property A, as depicted on the replat “Original Town of Irving” recorded May 27, 1903.

(d) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over Property A.

CITY EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF PROPERTY A INFORMATION FURNISHED TO PURCHASER AND, FURTHER, PURCHASER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN “AS IS” BASIS, AND CITY SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.

3.2 Inspection. Purchaser shall have through the last day of the feasibility period in which (a) to enter Property A and examine, inspect, and investigate the Property, (b) to perform or obtain such other studies and investigations as Purchaser may desire and (c) to determine whether Property A is acceptable to Purchaser. Purchaser and any agents, employees, or representatives shall have a continuing right of reasonable access to Property A during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will need city’s prior written approval by and through the City Representative), and any other inspections, studies, or tests directed by Purchaser. City, in its sole discretion, may require Purchaser’s agents, employees, or representatives to be accompanied by City Representative during any Purchaser activity on Property A during this Agreement. Purchaser will notify City of request to access the Property and City will respond within two (2) business days if Purchaser’s agents, employees, or representatives will be accompanied by City Representative during Purchaser activity. If City fails to respond to Purchaser’s request to access the Property, then City’s consent to Purchaser’s unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs Property A, Purchaser, at its sole expense, will restore Property A to the same condition as existed immediately prior to any such inspection or test performed by Purchaser. The costs and expenses of any of Purchaser’s inspections shall be borne solely by Purchaser. Purchaser’s agents or contractors entering upon Property A shall maintain general liability insurance in an amount of at least $1,000,000.00 combined single limit, covering liabilities for personal injury, death and property damage arising out of activities on or about Property A and name the City as an additional insured. Purchaser shall deliver to City copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of Property A, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser may not conduct any subsurface investigations without City’s prior written consent by and through the City Representative, which consent may be withheld in City Representative’s sole and absolute discretion. The covenants under this paragraph shall survive the closing or any termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.

Development Agreement
3.3 Termination of Agreement.

(a) If, prior to the expiration of the Feasibility Period, Purchaser, in its sole discretion, elects not to purchase Property A, Purchaser shall send written notice to City terminating this Agreement on or prior to expiration of the Feasibility Period. In which case, this Agreement shall terminate and the refundable portion of the Property A Earnest Money shall be returned to Purchaser. If such termination notice is not sent to City and all other conditions of this Agreement are satisfied, City and Purchaser shall proceed to Closing. Termination of this Agreement by Purchaser pursuant to this Section will also terminate the Purchaser’s option for Property B.

ARTICLE 4 TITLE REVIEW FOR PROPERTY A

4.1 Title Commitment and Survey.

(a) Within ten (10) business days after the Effective Date, Purchaser shall obtain, at Purchaser’s expense:

(i) a current, effective commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by the Title Company covering Property A, in the amount of the Purchase Price, showing Purchaser as the proposed insured;

(ii) true, correct, complete and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the “Exception Documents”); and

(iii) a current tax certificate covering Property A.

(b) Prior to the expiration of the Feasibility Period, Purchaser shall obtain, at Purchaser’s expense, a copy of a current on-the-ground boundary survey (the “Survey”) of Property A prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to City, Purchaser and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the title policy to be issued by the Title Company.

4.2 Title Costs. Purchaser shall pay for the premium of the title policy covering Property A and for the modification of the survey exception on the title policy if requested by Purchaser. Purchaser shall pay for the tax certificates required for the Closing.

ARTICLE 5 PROPERTY/PURCHASE PRICE FOR PROPERTY B

5.1 Certain Basic Terms. Unless the context otherwise requires, the following terms are for the development and purchase of Property B:

(b) Purchase Price: THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00).
(c) **Property B Earnest Money:** The cash sum of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) to be delivered in accordance with and subject to the terms set forth in Section 2.3.

(d) **Option Period:** On or prior to October 31, 2023.

(e) **Guarantee:** Purchaser shall provide a guarantee in a form substantially similar to Exhibit “D” in accordance with the terms set for in Section 9.2 (c) for Phase Two.

(f) **Closing Date:** On or before December 31, 2023

(g) **Title Company:** Republic Title of Texas, Inc.
8810 N MacArthur Boulevard
Irving, TX 75063

(h) **Title Policy:** All costs or expense of any title policy of insurance premiums, all fees and costs of examination of title, and any other costs in connection therewith, shall be paid by the Developer.

(i) **Survey:** A survey is not being provided by the City and Developer, at its sole cost, shall have a survey prepared prior to Closing.

5.2 **Property B.** Subject to the terms and conditions of this Agreement and the reservation of subsurface minerals in, on and under Property B, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, all of City’s assignable and transferable rights, title and interest in and to the land which is described and/or depicted on the attached Exhibit “B” and identified as Property B.

5.3 **Property B Earnest Money and Independent Consideration.**

(a) Within five (5) days after the Effective Date, Purchaser shall deliver the Property B Earnest Money to the Title Company (the “Property B Earnest Money”). Any and all cash deposited with the Title Company as the Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Earnest Money shall be applied to the Purchase Price of Property B at the Closing. The Property B Earnest Money shall be refundable to Purchaser in all cases prior to the expiration of the Option Period. If Purchaser terminates this Agreement (or the portion related to the purchase of Property B) for any reason, or no reason, on or prior to the expiration of the Option Period, Title Company shall promptly refund the Property B Earnest Money to Purchaser. After the expiration of the Option Period, the Property B Earnest Money shall be non-refundable to Purchaser, except in the case of City’s breach of this Agreement.
(b) The parties acknowledge and agree that a portion of the Property B Earnest Money in the amount of One Hundred and No/100 Dollars ($100.00) is independent consideration (the "Independent Consideration") for City’s execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by City, if this Agreement terminates prior to Closing. Furthermore, the Independent Consideration shall be applied against the Purchase Price of Property B at the Closing.

(c) The parties acknowledge and agree that the purchase and sale of Property B contemplated by this Agreement is an exclusive contractual right conferred by City to Purchaser effective until the Closing Date and any extension thereof, unless Purchaser terminates this Agreement pursuant to an express right of termination granted herein prior to the Closing Date and any extension thereof. This provision shall survive the termination of this Agreement by City on or before the Closing Date or any extension thereof.

5.4 Remedies.

(a) If Purchaser should fail or refuse to comply with Purchaser’s obligations under this Agreement for any reason, other than City’s default or the exercise by Purchaser of an express right of termination granted herein, City shall have the right to terminate this Agreement and receive any previously delivered Earnest Money as liquidated damages; provided however, Purchaser shall be liable to City for liabilities created by, or losses of City caused by Purchaser under this Agreement.

(b) If City should fail or refuse to comply with City’s obligations under this Agreement, Purchaser’s sole and exclusive remedies shall be the right to terminate this Agreement and receive an immediate refund of the Earnest Money minus the independent consideration without the necessity of obtaining any consent or release by City.

5.5 Purchase Price. The balance of the Purchase Price, as adjusted by any prorations and the Property B Earnest Money, shall be paid in cash at Closing.

ARTICLE 6 OPTION PERIOD FOR PROPERTY B

6.1 City’s Delivery of Property Information. Within ten (10) business days after the Option Period commences, City shall deliver to Purchaser, at the address stated below, the following, if any, in City’s possession or reasonable control (collectively, the “Property Information”):

(a) Copies of any and all agreements affecting Property B, including copies of all unrecorded restrictive covenants, reciprocal easement or other private agreements relating to Property B.

(b) Lawyer’s Title Insurance Corporation Owner’s title policy No. 1008-6966-RTT for Property B.

(c) Most recent existing survey of Property B, as depicted on the replat “Original Town of Irving” recorded May 27, 1903.
(d) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over the Property.

CITY EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF PROPERTY B INFORMATION FURNISHED TO PURCHASER AND, FURTHER, PURCHASER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN "AS IS" BASIS, AND CITY SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.

6.2 Inspection. Purchaser shall have through the last day of the Option Period in which (a) to enter Property B and examine, inspect, and investigate Property B, (b) to perform or obtain such other studies and investigations as Purchaser may desire and (c) to determine whether Property B is acceptable to Purchaser. Purchaser and its agents, employees, or representatives shall have a continuing right of reasonable access to Property B during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will need City's prior written approval by and through the City Representative), and any other inspections, studies, or tests desired by Purchaser. City, in its sole discretion, may require Purchaser's agents, employees, or representatives to be accompanied by City Representative during any Purchaser activity on Property B during this Agreement. Purchaser will notify City of request to access the Property and City will respond within two (2) business days if Purchaser's agents, employees, or representatives will be accompanied by City Representative during Purchaser activity. If City fails to respond to Purchaser's request to access the Property, then City's consent to Purchaser's unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs Property B, Purchaser, at its sole expense, will restore Property B to the same condition as existed immediately prior to any such inspection or test performed by Purchaser. The costs and expenses of any of Purchaser's inspections shall be borne solely by Purchaser. Purchaser's agents or contractors entering upon Property B shall maintain general liability insurance in an amount of at least $1,000,000.00 combined single limit, covering liabilities for personal injury, death and property damage arising out of activities on or about Property B and name the City as an additional insured. Purchaser shall deliver to City copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of Property B, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser may not conduct any subsurface investigations without City's prior written consent by and through the City Representative, which consent may be withheld in City Representative's sole and absolute discretion. The covenants under this paragraph shall survive the Closing or any termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.

6.2 Termination of the Option Period.

(a) If, prior to the expiration of the Option Period, Purchaser, in its sole discretion, elects not to purchase Property B, Purchaser shall send written notice to City prior to expiration of the Option

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Period. This Agreement shall still be effective if the Feasibility Period for Property A is unexpired, but the option for Property B shall no longer be valid. If such termination of the option for Property B notice is not sent to City and all other conditions of this Agreement are satisfied, City and Purchaser shall proceed to Closing for Property B.

ARTICLE 7  TITLE REVIEW FOR PROPERTY B

7.1  Title Commitment and Survey.

(a) Within ten business (10) days after the Option Period commences, Purchaser shall obtain, at Purchaser’s expense:

(i) a current, effective commitment for an owner’s policy of title insurance (the “Title Commitment”) issued by the Title Company covering Property B, in the amount of the Purchase Price, showing Purchaser as the proposed insured;

(ii) true, correct, complete and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the “Exception Documents”); and

(iii) a current tax certificate covering Property B.

(b) Prior to the expiration of the Option Period, Purchaser shall obtain, at Purchaser’s expense, a copy of a current on-the-ground boundary survey (the “Survey”) of Property B prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to City, Purchaser and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the title policy to be issued by the Title Company.

3.3.  Title Costs. Purchaser shall pay for the premium of the title policy covering Property B and for the modification of the survey exception on the title policy if requested by Purchaser. Purchaser shall pay for the tax certificates required for the Closing.

ARTICLE 8  APPROVALS, COVENANTS AND DISCLAIMERS FOR PROPERTIES A & B

8.1  New Instruments. During the pendency of this Agreement, City shall not execute any instruments or documents concerning, affecting or relating to the Properties without providing Purchaser with prior notice.

8.2  Covenants of City and Purchaser.

(a) Each party shall timely perform all of its respective obligations as provided hereunder.

(b) City will promptly provide written notice to Purchaser of any pending or threatened action, suit or proceeding with respect to the Properties.

(c) The City, by and through its City Representative, in its capacity as owner of the Properties and not in its capacity as the controlling municipal authority, will cooperate with Purchaser in its Development Agreement.
efforts to obtain any necessary changes in zoning for the Properties in accordance with the proposed improvements as more fully described in Exhibits “C” prior to Closing. All zoning changes must be approved prior to closing for each phase of the Project. At its earliest opportunity, Purchaser will file its zoning application for Phase One and/or Phase Two as applicable.

8.3 Disclaimers.

(a) Purchaser will conduct inspections and investigations of the Properties, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, upon Closing of each respective phase, shall assume the risk of any adverse matters, including, but not limited to, adverse physical and environmental conditions, that may not have been revealed by Purchaser’s inspections and investigations. Purchaser further acknowledges and agrees that Purchaser is acquiring the Properties on an “AS IS, WHERE IS” and WITH ALL FAULTS BASIS, and, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

(b) Without limiting the general provisions of the foregoing paragraph, it is understood and agreed that City is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, as to (i) matters of title, except as contained in the Deed delivered to Purchaser at Closing, (ii) tax consequences, (iii) physical or environmental conditions, (iv) availability of access, ingress or egress, (v) valuation, (vi) governmental approvals or (vii) governmental regulations or any other matter or thing relating to or affecting the Property. This disclaimer includes, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Properties. Purchaser further expressly acknowledges and agrees that City is not representing or warranting that anything can or will be accomplished through Purchaser’s or City’s efforts with regard to the planning, platting or zoning process, or any other governmental or municipal authorities, boards or entities. Purchaser further acknowledges that City has not warranted, and does not hereby warrant, that the Properties now or in the future will meet or comply with the requirements of any safety code, environmental law or regulation of the state, city, county or any other authority having jurisdiction over the Property.

ARTICLE 9 CLOSINGS FOR PROPERTIES A AND B

9.1 Closing Schedule. The closing of the purchase and sale of the Properties A and B (the closing of the Property pursuant to the terms hereof shall hereinafter be referred to as the “Closing A” or “Closing B”) shall be held on or before the Closing Date as identified above for each prospective phase at the offices of the Title Company, or such other location as mutually agreeable to the parties.

9.2 City’s Deliveries in Escrow. On the Closing Date for the prospective phases, City shall deliver in escrow to the Title Company the following:

(a) Deed. A special warranty deed, in substantially the same form as shown on Exhibit “F”, attached hereto, executed and acknowledged by City, conveying to Purchaser good and indefeasible title to Property A or Property B, depending on which closing is happening, according
to the legal description shown on the Survey, subject only to the Permitted Exceptions (the "Deed").

(b) **Additional Documents.** Any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

(c) **Notice to Proceed.** For closing on Phase One, City shall provide Purchaser as a condition precedent to Closing with the Notice to Proceed for the construction of Irving Boulevard Reconstruction Project, to include a wastewater line relocation connecting to a future proposed City wastewater line substantially similar to the wastewater line relocation depicted in Exhibit “C”.

9.3 **Purchaser’s Deliveries in Escrow.** On the Closing Date, Purchaser shall deliver in escrow to the Title Company the following:

(a) **Purchase Price.** The Purchase Price for the prospective phase, less the Earnest Money and any other credits or reductions as provided herein, in immediate, same-day federal funds wired for credit into the Title Company’s escrow account.

(b) **Financial Responsibility.** Purchaser shall provide City with documentation showing that Purchaser has the financial capacity to complete the Project. The financial capacity shall be in the form of showing approved financing for the project or a financial guarantee from a reputable bank that guarantees that the Purchaser has the financial ability to independently finance the Project. It is in the City’s sole discretion to determine if the documentation is sufficient to meet this guarantee.

(c) **Guarantee.** Performance Bond, Irrevocable Letter of Credit, or similar guarantee acceptable to City, with City of Irving as the beneficiary, in substantially the same form (subject to approval by the City of Irving) as shown on Exhibit “D” for each respective phase, in the full amount of the Purchase Price for the applicable phase, guaranteeing that the Purchaser will take all actions necessary, including any actions required by City Regulations, to construct the improvements more fully described in Exhibits “C”.

(d) **Building Permit.** For closing on Phase One a Building Permit approved and issued by the City of Irving for the construction of a minimum 272,000 square feet for apartment buildings, leasing/clubhouse/fitness center, parking structure, and cafe. For closing on Phase Two a Building Permit approved and issued by the City of Irving for the construction of a minimum 42,000 square foot mixed-use building.

(e) **Completed Construction for Phases One.** For closing on Property B, the entire Phase One Project shall be completed as a condition precedent (including, but not limited any necessary unconditional Certificate of Occupancies for the properties) to the Closing for Property B.

(f) **Additional Documents.** Any additional documents that the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

Development Agreement
9.4 **Closing Statements/Closing Costs.** On the Closing Date, City and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company. The Title Company’s escrow fees shall be paid by Purchaser. Purchaser shall pay the fee for recording the Deed, Deed of Trust and all costs associated with Purchaser’s financing, if any.

9.5 **Possession.** The City shall deliver to Purchaser possession of the prospective Property (Property A or Property B) at the Closing, subject only to the Permitted Exceptions.

9.6 **Close of Escrow.** Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company (a) to immediately record and deliver the documents described above to the appropriate parties and (b) make disbursements according to the closing statements executed by City and Purchaser.

9.7 **Further Assurances.** After Closing and without additional consideration each party agrees to execute and deliver to the other such additional instruments of conveyance and will take such other action as the other may reasonably request in order to more effectively transfer to the other the Properties and interests being conveyed pursuant hereto.

**ARTICLE 10 TAXES FOR PROPERTIES A & B**

No real estate taxes are currently payable with respect to the Properties. The parties anticipate that real estate taxes shall become due and payable with respect to the Properties from and after the Closing Date for each prospective phase. Any taxes payable with respect to the Properties, shall be the sole responsibility of the Purchaser.

**ARTICLE 11 REPRESENTATIONS AND WARRANTIES**

11.1 **City’s Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, City represents and warrants to Purchaser, as of the Effective Date and the Closing Date for each prospective phase, that:

(a) **Organization and Authority.** City has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale. This Agreement and all of the documents to be delivered by City at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of City, enforceable in accordance with their terms.

(b) **Conflicts and Pending Actions or Proceedings.** There is no agreement binding on City to sell all or any portion of the Properties to any party other than Purchaser or which will prohibit or delay the development of the Properties. There is no action or proceeding pending, or to City’s knowledge, threatened or contemplated against City or any portion of the Properties, including, without limitation, any assessments or impositions, or condemnation, or which challenges or impairs City’s ability to execute or perform its obligations under this Agreement.

Development Agreement
(c) **Agreement to Sell.** There is no outstanding option or right of first refusal in favor of any third party to buy the Properties.

(d) **Default.** Performance of this Agreement will not result in any breach of, or constitute a default under, any agreement or instrument to which City is a party or by which City or the Properties might be bound.

(e) **Compliance with Laws and Codes.** City has not received any written notice advising or alleging that the Properties, and the use and operation thereof, are not in compliance with all applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses, permits and authorizations, nor does City have any such notices in its possession related to the Property.

11.2 **Purchaser’s Representations and Warranties.** As a material inducement to City to execute this Agreement and consummate this transaction, Purchaser represents and warrants to City that:

(a) **Organization and Authority.** Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement and consummate the purchase of the Properties. This Agreement and all of the documents to be delivered by Purchaser at the Closing has been authorized and has been or will be properly executed and has or will constitute the valid and binding obligations of Purchaser, enforceable in accordance with their terms.

(b) **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or to Purchaser’s knowledge, threatened, against Purchaser or which challenges or impairs Purchaser’s ability to execute or perform its obligations under this Agreement.

11.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Section 11 are made as of the Date of this Agreement and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing.

**ARTICLE 12 MISCELLANEOUS**

12.1 **No Assignment.** Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited assignment shall be void.

12.2 **Condemnation.** Purchaser shall assume all risk of loss or damage to Properties from the Effective Date arising from the taking or damaging of the Properties or any portion thereof for a public use under eminent domain. In such case, Purchaser at Closing, shall be entitled to all funds payable to City on account of such taking or damaging, and all claims and causes of action for such taking or damaging.

12.3 **Headings.** The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

Development Agreement
12.4 **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party’s right to enforce against the other party the same or any other such term or provision.

12.5 **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Texas and is performable in Dallas County, Texas.

12.6 **Survival.** The provisions of this Agreement that contemplate performance after the Closing or termination of this Agreement shall survive the Closing or termination of this Agreement and shall not be deemed to be merged into or waived by the instruments of the Closing.

12.7 **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

12.8 **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

12.9 **Time.** Time is of the essence in the performance of this Agreement.

12.10 **Attorneys’ Fees.** Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys’ fees, expended or incurred in connection therewith.

12.11 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to City:

Philip Sanders, Assistant City Manager
825 W. Irving Blvd.
Irving, Texas 75060
Email: psanders@cityofirving.org

With a copy to:

City Attorney’s Office
825 W. Irving Blvd.
Irving, Texas 75060
demail: cao@cityofirving.org

If to Purchaser:

Lafferty Companies, L.L.C.
Attn: Michael J. Lafferty
3800 E. Lincoln Drive, #24
Phoenix, Arizona 85018
Email: mike@laffertyco.com

With a copy to:

Rose Law Group pc
7144 E. Stetson Dr., Ste. 300
Scottsdale, Arizona 85251
Attn: Dan Gauthier
Email: dgauthier@roselawgroup.com

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon deposit, postage prepaid, in the United States Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered upon deposit with such courier, (c) sent by email, in which case notice shall be deemed delivered upon transmission of such notice, or (d) sent by personal delivery, in which case it shall be deemed received upon receipt at the address of the addressee or actual receipt by the addressee. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

12.12 Construction. The parties acknowledge that the parties and their legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 6 p.m. Dallas, Texas time. The term "day" shall mean any calendar day.

12.14 Relationship of the Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, City and Purchaser partners or joint venturers.

Development Agreement
12.15 **Brokerage Commission.** There are no fees or real estate commissions payable by City on in relation to the Property. Any real estate commissions earned by parties representing the Purchaser shall be paid solely by Purchaser.

12.16 **Counterpart Signatures.** This Agreement, notices and amendments, may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

*Signature pages follow*
IN WITNESS WHEREOF,

EXECUTED on this ___ day of ____, 2020.

CITY OF IRVING, TEXAS:

__________________________
Richard H. Stopfer, Mayor

ATTEST:

__________________________
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

__________________________
Kuruvilla Oommen, City Attorney

Development Agreement
PURCHASER:

Lafferty Companies, LLC

By: __________________________
Name: _______________________
Title: _______________________

Date: _______________________

THE STATE OF ________ §
COUNTY OF ____________ §  Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of ________, 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 same as _____________ of Lafferty Company, LLC, a foreign limited liability company registered to conduct business in the State of Texas, and 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 ______________, 2020.

________________________________________
Notary Public In and For The State of

My Commission Expires:

Development Agreement
ACKNOWLEDGEMENT

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, including, without limitation, those terms relating to disposition of the Earnest Money and compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any Regulations or forms promulgated thereunder.

TITLE COMPANY:

Republic Title Company of Texas, Inc.

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ____________________________ 20____

Development Agreement
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY A – 200 N. Main Street

A tract of land consisting of 3.589 acres known as 200 N Main Street, Irving Texas, 75060, legally described as Block 4, Tract 7.3 of the Original Town Addition, an Addition to the City of Irving, Dallas County, Texas, being more particularly described as follows:

BEING a tract of land situated in the Hiram Bennett Survey, Abstract No. 122, and the Newton Martin Survey, Abstract No 900, City of Irving, Dallas County, Texas, same being all of that tract of land described in deed to Charles P. Schulze, as recorded in Correction Deed in Volume 76139, Page 0749, Deed Records Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap stamped "Halff Assoc., Inc.", (hereafter referred to as "with cap") set for corner in the west line of Britain Road (a 60-foot-wide road), same being 50.0 feet south of the centerline of the main track of the Railtran right-of-way;

THENCE South 01 degree 17 minutes 00 seconds East, along the west line of Britain Road, a distance of 150.04 feet to a Brass Disc found for corner;

THENCE West and parallel with said main track centerline, and along the north line of the Original Town of Irving Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 1, Page 214 of the Map Records of Dallas County, Texas a distance of 1070.31 feet to a 1/2-inch iron rod with cap set for corner in the east line of Main Street;

THENCE North 00 degrees 54 minutes 30 seconds West along said east line of Main Street (a 100-foot-wide street), a distance of 86.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE East and parallel with said north line of the Original Town of Irving Addition, a distance of 64.30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE North 00 degrees 54 minutes 30 seconds West and parallel with said east line of Main Street, a distance of 63.72 feet to a 1/2-inch iron rod with cap set for corner, same being 50.0 feet south of the centerline of the main track of the Chicago, Rock Island and Pacific Railroad Company;

THENCE East and parallel with said main track centerline, a distance of 1005.03 feet to the POINT OF BEGINNING AND CONTAINING 156,371 square feet or 3.590 acres of land, more or less.
EXHIBIT B

211 E. Irving Blvd

Legal Description of land: Being Lot 3 and Lot 2, save and except the West 50 feet of Lot 2, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

213 E. Irving Blvd

Legal description of land: Being Lot 4, in Block 5, of TOWN OF IRVING, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 12, of the Map Records of Dallas County, Texas and the Amended Plat recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

221 E. Irving Blvd

LOT 5. BLOCK 5 OF ORIGINAL TOWN OF IRVING, an addition to the City of Irving, Dallas County, Texas. According to the plat thereof recorded in Volume 1, Page 214, Map Records, Dallas County, Texas.

BEING a 18,139 square feet or a 0.4164 acre tract of land situated in the Hiram Bennett Survey, Abstract No. 122, City of Irving, Dallas County and all of Lot 5, Block 5 of Corrected Plat of Irving, an addition to the City of Irving, Dallas County, Texas according to the map thereof recorded in Volume 1, Page 214, Map of Records of Dallas County, Texas, as conveyed to Irving Bank & Trust Company by deed recorded in volume 68109, Page 1727, Deed Records of Dallas County, Texas, part of Lot 1, Block 6 of Original Town Subdivision of the City of Irving recorded in Volume 295, page 372 Deed Records of Dallas County, Texas and a portion of abandoned Delaware Street by City Ordinance No. 2918 dated December 16, 1976 as conveyed to Irving Bank and Trust company by Quit Claim Deed recorded in Volume 77017, Page 725, Deed Records of Dallas County, Texas, and a portion of abandoned Delaware Street by City Ordinance No. 2895 dated October 8, 1976 as conveyed to Irving Bank & Trust Company by Quit Claim Deed recorded in Volume 2002211, Page 6782, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set “X” cut on concrete pavement for a corner in the north line of Irving Boulevard (a 75 foot right of way), said being the common south corner of said Lot 5 and Lot 4, Block 5 of the said Corrected Plat & Irving, aid point being S 90 degrees 00 minutes E, a distance of 625.79 feet from a found nail for a corner at the intersection of the north line of Irving Boulevard with the east line of Main Street (a 100 foot right of way);

THENCE, N 00 degrees 00 minutes E, with the common line of said Lot 4 and Lot 5, a distance of 145.37 feet to a set 5/8 inch iron rod for a corner, said point the common north corner of said Lot 4 and Lot 5 and In the south line of a tract of land conveyed to City of Irving by deed

Development Agreement
recorded in County Clerk Instrument No. 200600240307, Deed Records of Dallas County, Texas;

THENCE, S 88 degrees 49 minutes 49 seconds E, with the south line of said City of Irving tract, passing at a distance of 61.2 feet the northeast corner of said Lot 5, Block 5 and the northwest corner of the said abandoned Delaware Street right of way, continuing In all a distance of 121.41 feet to a found 1/4 inch iron rod for a corner in the west line of Delaware Street (a 75 foot right of way);

THENCE, the following courses and distances with the west line of Delaware Street:

- S 00 degrees 00 minutes 00 seconds W, a distance 122.87 feet to a found 1/2 inch iron rod for a corner;

- N 90 degrees 00 minutes 00 seconds E, a distance of 25.00 feet to a found 1/2 inch iron rod for a corner;

- S 00 degrees 00 minutes 00 seconds W, a distance of 20.00 feet to a found 1/2 inch iron rod for a corner in the north line of Irving Boulevard;

THENCE, N 90 degrees 00 minutes 00 seconds W, with the north line of Irving Boulevard, passing at a distance of 86.19 feet the Southeast corner of said Lot 5, Block 5 and continuing in all a distance of 147.39 feet to the Point of Beginning.
EXHIBIT C

DETAILED DESCRIPTION OF PHASE ONE
EXHIBIT D

FORM OF PURCHASER GUARANTEE

PERFORMANCE BOND

BOND NO.

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

THAT Lafferty Companies, LLC of __________, __________ County, State of Texas, as PRINCIPAL and ________________ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Irving (OWNER), in the penal sum of (Purchase Price- for the applicable Phase) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for purchase and development of ___________, dated ___________, 201_, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract, then this obligation shall be void; otherwise to remain in full force and effect:

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the obligations performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the obligations to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this ___________ day of ______________, 20___.

Development Agreement
PRINCIPAL:
Lafferty Companies, LLC

SURETY:
Name of Surety

By: ________________________________
Name: ________________________________
Title: ________________________________
Address
City, State, Zip

By: ________________________________
Name: ________________________________
Title: ________________________________
Address
City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

Development Agreement
EXHIBIT E

ECONOMIC INCENTIVE AGREEMENT

Development Agreement
EXHIBIT F

SPECIAL WARRANTY DEED FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

That the City of Irving, a municipal corporation of the County of Dallas, State of Texas, ("GRANTOR"), for and in consideration of the sum of ($________), and by these presents does

GRANT, SELL and CONVEY subject to the terms, conditions, reservations, restrictions and exceptions hereinafter made unto Lafferty Company, LLC, a _____ ("GRANTEE"), all of the property as described in Exhibits A and B, which is attached hereto and made a part hereof for all purposes ("Property").

This deed is subject to: (i) any and all visible and apparent easements and encroachments, whether of record or not; (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, or other instruments of record applicable to the Property or any part thereof; and (iii) standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of which GRANTEE hereby assumes; (iv) compliance with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended.

GRANTOR does further save and except from this deed and the conveyance herein made and does reserve to GRANTOR and its successors and assigns forever all oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes production, the lease and all benefits from it. GRANTOR waives the right of ingress and egress to and from the surface of the property relating to the portion of the mineral estate owned by GRANTOR. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by GRANTOR with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operation in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Development Agreement
As a material part of the consideration for this deed, GRANTOR and GRANTEE agree that, to the maximum extent allowed by law, (a) GRANTEE is taking the Property “AS IS, WHERE IS, WITH ALL FAULTS”, (b) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property, (c) GRANTEE assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) GRANTOR expressly disclaims and GRANTEE expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the foregoing, GRANTOR makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which GRANTEE may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et.seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereto belonging to GRANTEE, its successors and assigns forever, and GRANTOR binds GRANTOR and GRANTOR’s heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by,

Development Agreement
through, or under GRANTOR, but not otherwise, except as to the reservations from conveyance and the exceptions to conveyance and warranty.

EXECUTED this ___ day of ________________________, 2020.

GRANTOR:

ATTEST:

__________________________________________
City Secretary

__________________________________________
Richard H. Stopfer, Mayor

APPROVED AS TO FORM:

Kuruvilla Oommen, City Attorney
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 Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for 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 Dallas County, Texas
Printed Name: __________________________
My Commission Expires: ____________________

ACKNOWLEDGED AND AGREED TO:
GRANTEE:
Lafferty Companies, LLC

By: __________________________
Printed Name: __________________________
Title: __________________________
ACKNOWLEDGMENT

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on

__________________________________________, by ___________________________,

__________________________________________, of Lafferty Companies, LLC a Texas limited liability company, on behalf of
said company.

Notary Public in and for the State of Texas
Printed Name: __________________________________
My Commission Expires: ________________________

Development Agreement
Exhibit “E”

Compliance Certificate
Certificate of Compliance

Please fill out the below certificate of compliance and submit by January 31st of each year during the term of the Agreement executed by [Resolution #X]. Terms not otherwise defined herein shall have the meaning ascribed to such terms in [Resolution #X] dates as of [Effective Date] (the "Agreement") between the City of the Developer (the "Company")

Submit Certificate to: City of Irving, City Manager’s Office
Attn: Economic Development
825 W. Irving Boulevard, Irving, Texas 75060

With a Copy to: City of Irving, Financial Services Department
Attn: Treasury Manager
825 W. Irving Boulevard, Irving, Texas 75060

<table>
<thead>
<tr>
<th>Project:</th>
<th>Phase One Project - Project A (200 N. Main)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>Lafferty Companies, LLC</td>
</tr>
<tr>
<td>Company Address:</td>
<td>3800 E. Lincoln Drive, #24, Phoenix, AZ 85018</td>
</tr>
</tbody>
</table>

Contact Information for Individual completing Certificate:

Company Contact(s): __________________________________________
Contact Address: _____________________________________________
Contact Phone: _____________________________________________
Contact Email: _____________________________________________

In connection with the Agreement, the undersigned hereby states and certifies that as of January 1st of [YEAR] all of required conditions of the Agreement have been met including:

1. Part One Project Minimum Threshold Eligibility Requirements (Section II.A.i)
   b. Complied with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;
   c. Maintained a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property A, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

2. If Property Company exercises its option to purchase Property B - Part Two Project Minimum Threshold Eligibility Requirements (Section II.A.ii)
   a. Obtained an Unconditional Certificate of Occupancy for all improvements in the Phase Two Project no later than December 31, 2025.
b. Complied with all applicable City of Irving Regulations with respect to building materials and architectural design requirements outlined in the City Zoning Ordinance, Ordinance 2016-9883, HCD Heritage Crossing District Zoning, and as amended, throughout the term of the Agreement;

c. Maintained a “Level 1” Risk Rating on the City’s annual multi-family inspection report for all improvements on Property B, or an inspection rating equivalent to the highest rating offered by the City for annual multi-family inspections;

3. Corrected any outstanding notices of violation on Property A and Property B within the time frame established on any notice of violation from the City of Irving.

4. Corrected any outstanding Code violations noticed by the City on Property A and Property B within the time frame established on any notice of Code violation from the City of Irving, or if not reasonably capable of correction within such time frame, within a reasonable period of time.

a. If an outstanding Code violation on Property A and Property B is currently being disputed by Company or Affiliate, list information below:

i.) Date of Violation: __________________________

ii.) CE Ticket #: __________________________

iii.) Code Violation #: __________________________

5. Used Property A and Property B in accordance with all applicable state and local laws and regulations; diligently and faithfully maintained the Property A and Property B in a manner consistent with other developments of a class similar to Property A and Property B, reasonable wear and tear excepted.

6. Used commercially reasonable efforts to purchase services and materials for Property A and Property B from vendors within the City of Irving, if available in Irving at a competitive price. Used commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

7. Rendered a schedule for taxation to DCAD for any business personal property located within the City of Irving that Company or Affiliate owns.

8. Remained current on all real and business personal property taxes for the Term of this Agreement for any property owned by the Company or Affiliate within the City of Irving.

9. Paid all taxes related to the Property A and Property B to the City of Irving.

10. Used commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify Property A and/or Property B.

11. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the TEXAS GOVERNMENT CODE.

12. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

13. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.
Specific documentation of the Part Two Project Minimum Threshold Eligibility Requirements are to be included in Certificate of Compliance submission.

Company certifies that all information contained in this Compliance Certification is true and correct.

Date this ___ day of ________________________, 20___

Lafferty Companies, LLC [Please note signatory must have signatory authority for the Company]

By: ________________________________

Print Name of Signatory: ________________________________

Print Title of Signatory: ________________________________

Notary

Signed and sworn before me on _________________ (Date) at ________________________ (County)
______________________________ (State) ________________________________ (Notary Public)

My Commission expires on ________________________.
Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Please read both pages.

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: Michael Lafferty Title: MANAGER

Company Name: Lafferty Companies, LLC

Date Signed: 02-19-20

NOTARIZATION

THE STATE OF Arizona §

COUNTY OF Maricopa $

BEFORE ME, the undersigned notary public on this day personally appeared Michael Lafferty, on behalf of Lafferty Companies, LLC (Company Name), 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 19th day of February, 2020

Desiree Reynoso NOTARY PUBLIC IN AND FOR THE STATE OF Arizona

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 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, but does not include a sole proprietorship.

State law requires verification from a Company for a contract involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) that has a value of $100,000 or more to be paid wholly or partly from public funds, before the City can enter into the contract.

Contract # 55 — Lafferty Companies, LLC — EDIA LSR # 24568
For any Company that objects to and refuses to sign the above verification due to alleged infringement upon the Company's First Amendment rights, please execute the following affidavit:

AFFIDAVIT

STATE OF Arizona
COUNTY OF Maricopa

I, Michael Lafferty, after being duly sworn, hereby certify that I am qualified and authorized to make this affidavit, that I am the duly chosen, qualified and acting officer of the Company for the office shown below; and as such, I am familiar with the facts herein and I am duly authorized to execute and deliver this affidavit on behalf of the Company.

Lafferty Companies, LLC (Company Name) objects to the verification required by Texas Government Code Section 2270.002 on the basis that it infringes upon Company's constitutional rights guaranteed under the First Amendment of the United States Constitution and Company therefore refuses to execute said verification.

EXECUTED as of this 19th day of February, 2020.

By: Michael Lafferty
Title: MANAGER

On behalf of Lafferty Companies (Company Name)

Subscribed and sworn to before me this 19th day of February, 2020.

Desiree Reynoso
Notary Public In and For the State of Arizona

Contract # 55 - Lafferty Companies, LLC - EDIA  LSR # 24568
Resolution -- Confirming the Appointment by the City Manager of a Commissioner to Serve on the Fire Fighters’ and Police Officers’ Civil Service Commission to a Term Expiring December 2022

Administrative Comments
1. This item is recommended by the City Manager’s Office.
2. Impact: The Commission’s decisions are final on cases dealing with Fire and Police personnel and continuity of service on this board is an asset to the process.
3. City Manager Chris Hillman appoints and recommends confirmation of Nicole Kintop Smith to the Civil Service Board to a three-year term expiring December 2022. This is a three member board.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

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

The City Manager is recommending the appointment of Nicole Kintop Smith to this position.

ATTACHMENTS:

MinuteTraq Item 10785 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 1/20/2020 03:33 PM by Maria Guzman
Last Updated: 2/20/2020 02:26 PM by Robert A. Cascante Diaz
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby confirms the appointment of Nicole Kintop Smith to serve as a Commissioner on the Fire Fighters’ and Police Officers’ Civil Service Commission for a three-year term expiring December 2022.

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


____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Memo

To: Chris Hillman, City Manager
From: Jill McAdams, Human Resources Director
Date: February 13, 2020
CC: James Childers, Assistant City Manager
Subject: Appointment of Mrs. Nicole Kintop Smith to the Civil Service Commission

Under Chapter 143 of the Texas Local Government Code, the Chief Executive (City Manager) of the municipality appoints or reappoints civil service commissioners and the City Council confirms the appointment or reappointment. The civil service commission consists of three members, who serve three-year terms and may be reappointed to three consecutive terms. Currently, there is a vacancy on the commission.

I am recommending to you Mrs. Nicole Kintop Smith for appointment to the Civil Service Commission. She meets the qualifications to serve as a civil service commissioner under Section 143.006 of the Texas Local Government Code (Exhibit A). I have attached her initial application to provide you more information on her background and experience (Exhibit B). Mrs. Smith previously served on the bond committee. Additionally, both Chief Spivey and Chief Conley are supportive of this recommendation. With your approval, I will have the City Secretary's office place her appointment on the City Council agenda for February 27, 2020, Council meeting.

I am available to answer any questions you may have regarding this recommendation.

Approved: Chris Hillman, City Manager
EXHIBIT A

Texas Local Government Code § 143.006. Implementation: Commission

(a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

(1) be of good moral character;

(2) be a United States citizen;

(3) be a resident of the municipality who has resided in the municipality for more than three years;

(4) be over 25 years of age; and

(5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

(1) the commission; or

(2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

(d) In making initial appointments, the chief executive shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term. If a
municipality has a civil service commission immediately before this chapter takes effect in that municipality, that civil service commission shall continue as the commission established by this section and shall administer the civil service system as prescribed by this chapter. As the terms of the members of the previously existing commission expire, the chief executive shall appoint members as prescribed by this section. If necessary to create staggered terms as prescribed by this section, the chief executive shall appoint the initial members, required to be appointed under this chapter, to serve terms of less than three years.
EXHIBIT B
APPLICATION OF MRS. NICOLE KINTOP SMITH
CIVIL SERVICE COMMISSION
City of Irving Board Application

<table>
<thead>
<tr>
<th>Title</th>
<th>Mrs.</th>
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<tbody>
<tr>
<td>Last Name</td>
<td>Kintop Smith</td>
</tr>
<tr>
<td>First Name</td>
<td>Nicole</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
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<tr>
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<td>Secondary Phone Number</td>
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Most board members shall be qualified voters of the City of Irving and have resided in the City for not less than one year immediately prior to the date of appointment.

1. Are you registered to vote in Irving? Yes
2. How long have you been a resident in Irving? 3 years and 8 months
3. What district do you live in? 6
4. Are you now or have you ever served as a member on any Irving boards or commission? If Yes, list board(s) and year served. Bond Task Force, 2019
5. List any civic or community activities you have been involved with. Organizations supporting housing initiatives, women and girls, and children.
6. List any experiences (paid or unpaid) or qualification that directly Experience serving TX public entities on economic development, building communities and helping them grow and thrive. My experience includes city finances and fundraising.
relate to the board(s) you are interested in.

budgets & governance, all relevant board skills. I’ve served on the board of my neighborhood women’s club, planned events, started a neighborhood moms group, and am active with my kids school and PTA. As a mom of twin boys, I am surrounded by children and frequent creative arts events and stimulating outlets throughout the DFW and beyond. I would love to be involved with attracting visitors to Irving, supporting creativity and contributing to Irving becoming an even more vibrant and thriving community.

7. List current place of employment or business affiliation. Include self-employed, retired, etc.

Kintop Smith, PLLC

8. What is your work experience?

Attorney primarily representing governmental entities, banks and financial services companies with project finance and securities law matters involving raising funding for infrastructure projects.

Enter your first, second and third choices to indicate which boards or committees you are interested in.

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<thead>
<tr>
<th>First Choice</th>
<th>Second Choice</th>
<th>Third Choice</th>
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</thead>
<tbody>
<tr>
<td>Convention and Visitors Bureau Board</td>
<td>Arts Board</td>
<td>Museum Board</td>
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</table>

Section 552.024 of the Texas Public Information Act provides that any appointed official of a government body shall choose whether to allow public access to the information in custody of the government body that relates to the person’s home address or telephone number.

Allow public access to my address and phone number: No

Section 552.137 provides that the email address of a member of the public that is provided for the purpose of communication electronically with a government body is confidential and not subject to disclosure.

Allow public access to my email address: No