

CITY OF KYLE

Notice of Regular City Council Meeting



<https://www.cityofkyle.com/kyletv/kyle-10-live> OR
Spectrum10.

SPECIAL NOTE: Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. City Council members will attend the meeting via videoconferencing. This meeting can be viewed live online at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on July 7, 2020, at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10., for the purpose of discussing the following agenda.

Posted this 2nd day of July, 2020, prior to 6:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - June 13, 2020. ~ *Jennifer Holm, City Secretary*
2. City Council Special Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*
3. City Council Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*

III. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

4. Members of the public that wish to provide citizen comment must submit the online registration form found at: <https://www.cityofkyle.com/council/citizen->

comment-sign to attend virtually. Registration must be received by 12 p.m. on the day of the meeting.

IV. City Manager's Report

5. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - City Operations and Programming
 - Spanish PSA Campaign for COVID-19
 - Inaugural Dialogue for Peace and Progress Summit Recap
 - Kyle Mass Food Distribution Events

V. Appointments

6. Appointment of Joan Ross, COO Ascension Seton Hays, to the Economic Development & Tourism Board to fill the vacant healthcare seat. ~ *Diana Torres, Director of Economic Development*

VI. Presentation

7. Parks and Recreation Month Proclamation. ~ *Tracy Scheel, Council Member*
8. Approve a Resolution of the City Council of the City of Kyle, Texas affirming support and partnership with the 2020 Census. ~ *Travis Mitchell, Mayor*
9. Presentation from HDR regarding update on the Kohlers Crossing Grade Separation Project. ~ *Lee Frieberg, Project Manager*
10. Presentation regarding the Transportation & Economic Resiliency Study report. ~ *Kathy Roecker, Stormwater Management Plan Administrator; Susan Engleking, Institute for Community MicroMobility, and Katie Kam, Wheels & Water LLC*
11. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

VII. Consent Agenda

12. Police Headquarters Construction Manager at Risk Bartlett-Cocke Agreement. ~ *Jeff Barnett, Chief of Police*
13. Approve a Resolution finding City of Kyle's jurisdictional area affected by the disaster declared by the Governor of the State of Texas related to COVID-19 health pandemic which continues to have an economic impact on Kyle residents, businesses and City operations and to direct the City Manager and the Director of Finance to develop the City's proposed budget and property tax rate calculations for Fiscal Year 2021 based on a 8.0 percent rate cap instead of a 3.5 percent rate cap as allowed under Senate Bill 2. ~ *J. Scott Sellers, City Manager*

14. Approve guidelines and eligibility requirements for implementing the Emergency Utility Bill Relief Grant Program to assist City of Kyle's inside-City residential utility customers who are experiencing financial hardships due to COVID-19 pandemic to pay for their City of Kyle provided utility services bill for the months of March 2020, April 2020, and May 2020. ~ *J. Scott Sellers, City Manager*

15. Approve Silberberg Sidewalk Extension - Site Plan (4210 Benner - SD-20-0070) A sidewalk extension to connect Fairway Landing sidewalk to Benner along Kohler's Crossing right-of-way. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve the site plan.

16. Authorize award and execution of a purchase order to BLACK & VEATCH CORPORATION, San Antonio, Texas, in an amount not to exceed \$1,080,000.00 for professional engineering services for construction management and construction inspection for the expansion of the City of Kyle wastewater treatment plant. ~ *Leon Bara, P.E., City Engineer*

17. Approve a contract with VIKING CONSTRUCTION, INC., Georgetown, Texas in an amount not to exceed \$495,866.60 for the 2020 Miscellaneous Streets Micro-Surfacing Project. ~ *Leon Barba, P.E., City Engineer*

18. Hays County Election Services Contract and Joint Election Agreement. ~ *Jennifer Vetrano, City Secretary*

19. Authorize the Chief of Police to execute a Memorandum of Understanding with the Hays County Office of Emergency Management in support of the Standard Response Protocol with local school districts. ~ *Jeff Barnett, Chief of Police*

20. FM 150 Water Facilities Service, Financing, and Construction Agreement. ~ *Leon Barba, P.E., City Engineer*

VIII.Consider and Possible Action

21. (*First Reading*) An ordinance of the City of Kyle, Texas, amending ordinance No. 311, The Plum Creek Planned Unit development Zoning Ordinance; amending Article II, Part C, Section 8(D), Subsection (6) to remove the lot depth requirement for non-residential development within the MXD District; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clauses; and providing for related matters. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-2 to recommend approval.

- Public Hearing

22. Approve a contract with UBER TECHNOLOGIES, INC., to provide public transit services within the Kyle city limits. ~ *Jerry Hendrix, Chief of Staff*

23. Approval of Edmondson Reed Proposal in an amount of \$2.5 Million for design and construction of a facility at 104 S Burlison and landscaping at Mary Kyle Hartson Park. ~ *J. Scott Sellers, City Manager*
24. *(First Reading)* An Ordinance Adopting an Administrative Permitting Process for Authorizing Encroachments in the Right-of-Way and City Easements; Authorizing the City Engineer to Approve Encroachment Applications; Providing for the Approval Forms; Providing an Application Fee; And Providing for Related Matters. ~ *J. Scott Sellers, City Manager*
25. Discussion and Possible Action regarding Pie in the Sky. ~ *Tracy Scheel, Council Member*

IX. Executive Session

26. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Jansen Easement Acquisition
 - o General Obligation Bond
 - o Development Agreement for Property on I-35 SBFR
 - o Development Agreement for Property on Spooner
 - o Development Agreement for Property on Beebe Rd.
 - o Development Agreement for Property on Philomena
 - o Special Election Ballot Language
 - o Alcohol Sales
 - o Regional Detention Pond
 - o 104 S. Burlison
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 - o Jesse Espinoza
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - o Project Indigo
27. Take action on items discussed in Executive Session.

X. Adjourn

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to:(1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



CITY OF KYLE, TEXAS

2020 0613 Special Minutes

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - June 13, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 0613 DRAFT Special Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on June 13, 2020 at Kyle City Hall and due to COVID-19, some members attended virtually (v) on <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell (v)
Mayor Pro Tem Rick Koch (v)
Council Member Dex Ellison (v)
Council Member Tracy Scheel
Council Member Robert Rizo
Council Member Alex Villalobos (v)
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Jerry Hendrix, Chief of Staff
Samantha Armbruster, Comm. Director
Jennifer Vetrano, City Secretary
Leon Barba, City Engineer (v)
Diana Torres, Economic Dev Director (v)
Perwez Moheet, Finance Director
Sandra Duran, HR Director (v)
Matt Dawson, IT Director
Paul Phelan, Library Director
Mariana Espinoza, PARD Director
Howard Koontz, Community Dev Director (v)
Jeff Barnett, Chief of Police (v)
Harper Wilder, Director of Public Works (v)

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 8:09 a.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll. Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present.

II. Citizen Comment Period with City Council

1. Members of the public that wish to provide citizen comment have the following options:
 1. In-Person at Kyle City Hall
 2. Virtual Attendance - Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.

Mayor Mitchell opened citizen comments at 8:11 a.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 8:11 a.m.

III. General Discussion and Possible Action

2. Discussion and possible action on the City Council's goals, priorities, and direction for the development of the City's upcoming operating and capital budgets for fiscal year 2020-2021. ~ *J. Scott Sellers, City Manager*

Mr. Sellers presented and discussion took place regarding City Council initiatives and priorities for 2021, New budget needs by City departments, Preliminary revenue outlook (Property Tax, Sales Tax, Water Rate Increase, and Wastewater Rate Increase), Police Facility Bond Election in November 2020, Key dates for budget development, and City Council's budget directions for 2021.

IV. Executive Session

3. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no Executive Session.

4. Take action on items discussed in Executive Session.

V. Adjourn

Council Member Scheel moved to adjourn. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 12:15 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary



CITY OF KYLE, TEXAS

2020 0616 Special Minutes

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 0616 DRAFT Special Minutes

currently for accountability of misconduct. He mentioned 8 can't wait banning chokeholds, strangleholds, and requirement of officers to deescalate situations. He talked about 911 calls and the training thereof. He asked, will the City Council comment to embrace in alternatives in traditional policing and mentioned unarmed intervention teams to foster a healthy, safe, and equitable community. He said he hopes for dialogue and said the city can do something right now. Mr. Johnson mentioned being pleased of a recent statement he said made by Chief Barnett, that their success was not determined by the number of arrests that are made, but by their relationship with the community. Mr. Johnson talked about entities that implement the 8 can't wait policy having 7 2 percent less deaths compared to people who do not have these policies in place.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 5:11 p.m.

III. Executive Session

2. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Public Transportation
 - o Coronavirus Relief Funding
 - o Heroes Memorial Park
 - o Public Safety Facility
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

Council Member Scheel read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Public Transportation, Coronavirus Relief Funding, Heroes Memorial Park, and Public Safety Facility." The City Council convened into executive session at 5:12 p.m.

3. Take action on items discussed in Executive Session.

Mayor Mitchell moved to reconvene into open session. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

The City Council reconvened into open session at 7:07 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Adjourn

Mayor Mitchell moved to adjourn. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

With no further business to discuss, the City Council adjourned at 7:07 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2020 0616 Minutes

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: City Council Meeting Minutes - June 16, 2020. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2020 0616 DRAFT Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on June 16, 2020 at Kyle City Hall 100 W. Center Street Kyle, Texas 78640 and due to COVID-19, some members attended virtually (v) at <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell	Rebecca Chapa
Mayor Pro Tem Rick Koch (v)	John Hines
Council Member Dex Ellison (v)	Evangelina Chapa
Council Member Tracy Scheel	
Council Member Robert Rizo	
Council Member Alex Villalobos	
Council Member Michael Tobias	
Scott Sellers, City Manager	
James Earp, Assistant City Manager (v)	
Paige Saenz, City Attorney (v)	
Jerry Hendrix, Chief of Staff	
Samantha Armbruster, Communications Dir.	
Jennifer Vetrano, City Secretary	
Carla Sheridan, Assistant City Secretary (v)	
Leon Barba, City Engineer (v)	
Kathy Roecker, SWMP Administrator (v)	
Diana Torres, Economic Dev Director (v)	
Perwez Moheet, Finance Director (v)	
Sandra Duran, HR Director (v)	
Kristiana Spencer, HR Manager (v)	
Matt Dawson, IT Director	
Paul Phelan, Library Director (v)	
Mariana Espinoza, PARD Director (v)	
Howard Koontz, Community Dev Director (v)	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Tim Griffith, Police Lieutenant	
Joseph Swonke, Police Detective	
James Plant, Police Officer	
Philip Cleary, Police Officer	
Briana Brecher, Animal Control Officer	
Harper Wilder, Director of Public Works (v)	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:08 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Scheel, Council Member Rizo, Council Member Villalobos, and Council Member Tobias. A quorum was present.

II. Approval of Minutes

Mayor Mitchell brought forward the minutes for discussion.

1. City Council Special Meeting Minutes - June 2, 2020. ~ *Jennifer Vetrano, City Secretary*
2. City Council Meeting Minutes - June 2, 2020. ~ *Jennifer Vetrano, City Secretary*

Council Member Scheel moved to approve the minutes of the June 2, 2020 Special Council Meeting and the minutes of the June 2, 2020 Council Meeting. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

III. Citizen Comment Period with City Council

3. Members of the public that wish to provide citizen comment have the following options:
 1. In-Person at Kyle City Hall
 2. Virtual Attendance Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.
Mayor Mitchell opened citizen comments at 7:09 p.m.

Rebecca Chapa was called to speak as registered. She asked for gatherings for residents to express concerns. She would like to continue those meetings once it is safe to do so.

Evangelina Chapa was called to speak as registered. She spoke about the Facebook post regarding changing the name of Rebel Drive. She stated her opinion is that Council should make the decision whether to change the name rather than put it to a vote of the people. She stated that Council is here to represent the people.

Samantha Armbruster introduced the new Communications Manager, Rachel Sonnier. Ms. Sonnier spoke to Council and said she was excited to be with the City of Kyle and staff and looks forward to providing residents and the community with information.

John Hines was called to speak virtually as registered. He stated he was here for Agenda Item No.20 and stated they had requested postponement and was not sure if the item was being discussed. Mayor Mitchell stated he believed they would postpone the item

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:15 p.m.

IV. Appointments

4. Approve appointment of replacement Charter Review Commission Seat 6. ~ *Council Member Michael Tobias*
 - Lori Huey

Mayor Mitchell brought forward Item No. 4 for discussion and gave the floor to Council Member Tobias.

Mayor Mitchell moved to Approve appointment of Lori Huey as a replacement for Charter Review Commission Seat 6. Council Member Scheel seconded the motion. All votes aye; motion carried 7-0.

V. City Manager's Report

5. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - Stage I drought
 - Kyle Mass Food Distribution Event Update
 - Free COVID-19 Testing Sites

Mr. Sellers spoke about the City's move from Stage II drought to Stage I drought. He also provided an update on the Kyle Mass Food Distribution Event. Council Member Rizo stated that it will be this Thursday from 9:00 a.m. - 12:00 noon. He mentioned that some churches and the Lehman Strutters are coming to help and welcome everyone. He stated this is a great partnership with the Hays County/Central Texas Food Bank. Mr. Sellers stated that it will be at 300 Vista Ridge Dr. Mr. Sellers spoke about a Free COVID-19 Testing Sites at Simon Middle School, June 17 from 4:00 p.m. - 8:00 p.m. Appointments are not required but pre-registration is recommended. Mr. Sellers reported that the Covid testing results would take 10 to 20 days to be returned from Texas Department of Emergency Management. He mentioned that the test was free and that a nasal swab would be conducted for Covid. Other testing sites to include Uhland Elementary on Thursday June 18th 4:00 to 8:00, McCormick Middle School on June 19th, and Bowie Elementary School in San Marcos on Saturday 10:00 to 4:00 June 20th. He also mentioned the Inaugural Dialogue Peace and Progress event, this Friday at 7:00 p.m. online on the Facebook Page, YouTube channel. Council Member Villalobos recognized the school district for their part in the free testing. He spoke about the ability to walk up or drive thru and stated that this is a unique opportunity. He stated that some changes were made on how they were operating. He spoke about state resources used as well, and that the information is to be translated to Spanish. He stated that the tests are very important to our community, and to provide a certain sense of comfort. Council Member Scheel asked what the test was for whether it is for currently infected or antibody testing. Council Member Villalobos stated test are shipped to the state for accounting. Mayor Mitchell thanked Council Member Villalobos for his work on behalf of the residents of Kyle as well as Hays County. Council Member Ellison spoke about the event of Friday, stating that a lot of what is on the agenda tonight is the precursor to Friday's event. He spoke of conversations with his colleagues on the dais as well as residents across the city. He stated that he appreciates the Council's support on this initiative. Council Member Rizo stated that having these conversations is the best way to bring the community together.

VI. Presentation

6. Juneteenth City Council Proclamation. ~ *Kyle City Council*

Mayor Mitchell brought forward Item No. 6. Mayor Mitchell read the proclamation. No action was taken.

7. Presentation on "8 Can't Wait" Policies Nationally. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 7. Chief Barnett presented the Item. No action was taken.

8. Presentation on Kyle Police Department's Policies regarding "8 Can't Wait" and KPD's Standard Operating Procedures. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 8. Chief Barnett presented the Item. No action was taken.

9. Presentation on the role of Civil Service and Kyle Law Enforcement Association. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 6 and gave the floor to Council Member Ellison. Officer Philip Clearly, President of the KLEA, presented the item. Kristiana Spencer, Civil Service Director, was available for questions. No action was taken.

10. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 10 for discussion. Mr. Barba presented the item. Mayor Mitchell mentioned that Chief Barnett has something to add for Item No. 15 and that they will pull Item No. 19. Chief Barnett spoke about Item No. 15. No action was taken.

VII. Consent Agenda

11. Declaring voting machines as surplus and directing the appropriate city staff to return the items to Hart Intercivic in accordance with Ordinance No. 566. ~ *Jennifer Vetrano, City Secretary*
12. PID Holdings, LTD Administrative Expenses Fee Agreement. ~ *J. Scott Sellers, City Manager*
13. Authorize award and execution of a Purchase Order to ENVISIONWARE INC., Duluth, Georgia, in an amount not to exceed \$18,406.42 for the purchase of two (2) Proline Component Self-Checkout Stations, three (3) RFID Staff Circulation Stations, one (1) RFID Security Gate with Counter, and associated software with installation for the Library Department. ~ *Paul Phelan, Director of Library Services*
14. Authorize award and execution of a Purchase Order to ARTISTIC HOLIDAY DESIGNS, Lemont, Illinois, in an amount not to exceed \$55,000.00 for the purchase of (1) Ribbon Christmas Tree for the Mary Kyle Hartson City Square Park. Funding in the amount of 30,000.00 will be provided from the Fiscal Year 2020 approved budget and \$25,000.00 from the next Fiscal Year 2021 budget. ~ *Mariana Espinoza, Director of Parks & Recreation*
15. Approve Plum Creek Phase 1, Section 7C - Final Plat (SUB-20-0117) 80.639 acres; 4 Lots for property located near the southwest corner of Marketplace Ave. and Kohler's Crossing. ~ *Howard J. Koontz, Director of Planning and Community Development*
Planning and Zoning Commission voted 7-0 to approve the final plat.
16. *(Second Reading)* An Ordinance of the City of Kyle, Texas, amending certain provisions of the Kyle Code of Ordinances Chapter 11 Business Regulations, by amending and adding provisions in Article IX, Commercial Towing and Wrecker Services, to clarify requirements relating to certificates, solicitations, qualifications, rotation list procedures, and records management; expanding options for siting vehicle storage facilities; making minor corrections; providing a severability clause, a savings clause, and open meetings clause;

repealing Article VI, Towing Services in Chapter 11; and providing for publication, effective date, and related matters. ~ *Jeff Barnett, Chief of Police*

City Council voted 7-0 to approve on First Reading.

17. *(Second Reading)* Approve Ordinance Updates related to the Drainage Master Plan. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

City Council voted 7-0 to approve on First Reading.

18. Authorize staff to compose a letter of support for the Great Springs Project Proposal to the National Park Service for the Rivers, Trails and Conservation Assistance Program. ~ *Mariana Espinoza, Director of Parks & Recreation*

19. Police Headquarters Construction Manager at Risk Bartlett-Cocke Agreement. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell moved to approve Consent Agenda Item Nos. 11, 12, 13, 14, 15, 16, 17, 18, and to amend Item No. 15 in Section 11.385 to remove the last sentence as Chief Barnett stated. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

VIII. Consider and Possible Action

20. *(Postpone Indefinitely)* An Ordinance Amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 179.33 acres of land from Agriculture 'Ag' to Single Family Residential-Attached 'R-1-A' for property located off of E. Post Road, just north of Quail Ridge Subdivision, in Hays County, Texas. (John H. Spooner Revocable Trust - Z-20-0056) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission brought forth a motion to recommend approval. The motion was denied with at 3-4 vote.

- **Public Hearing**

Mayor Mitchell brought forward Item No. 20 for discussion. Mr. Sellers stated that the postponement needs to be to a date certain.

Mayor Mitchell opened the public hearing at 10:52 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open at 10:52 p.m.

Mayor Mitchell moved to postpone to August 18, 2020. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

21. *(Postpone Until 8/4/20)* An Ordinance Amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assign original zoning to approximately 15.48 acres of land from Agriculture 'AG' to Retail Service District 'RS' and to assign original zoning to approximately 12.25 acres of land from Agriculture 'AG' to Multi-Family Residential-3 'R-3-

3' for property located on the Southwest corner of Kohler's crossing and I-35 Frontage Road.
~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission postponed the request until July 28, 2020.

- Public Hearing

Mayor Mitchell brought forward Item No. 21 for discussion and stated that this item will be postponed until 8/4/2020. Mr. Koontz presented the item.

Mayor Mitchell opened the public hearing at 10:54 p.m. With no one wishing to speak, Mayor Mitchell left the public hearing open at 10:54 p.m.

Mayor Mitchell moved to postpone until August 4, 2020. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

22. Consider approval of an Independent Contractor Agreement with Industrial/Organizational Solutions, Inc. for the Kyle Police Department's Professional Assessment Center for Police Ranks Sergeant and Above. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 22. Chief Barnett presented the Item.

Council Member Scheel moved to approve an Independent Contractor Agreement with Industrial/Organizational Solutions, Inc. for the Kyle Police Department's Professional Assessment Center for Police Ranks Sergeant and Above. Council Member Villalobos seconded the motion. All votes aye; motion carried 7-0.

23. Discussion and possible action of Utility customers in queue for disconnect. ~ *Tracy Scheel, Council Member*

Mayor Mitchell brought forward Item No. 23 and gave the floor to Council Member Scheel. Mr. Perwez Moheet spoke about an emergency utility services grant program, which will be brought forward July 7, 2020. He requested Council take action to postpone this month's utility disconnections. Council Member Scheel asked to make clear this is for all of City Of Kyle residents, however if a City of Kyle resident has a different water utility billing company such as Monarch, Goforth, County Line, they will need to contact that entity for any deferment plans they may have.

Council Member Scheel moved to postpone utility disconnections for City of Kyle utility customers until July 29, 2020. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

IX. Executive Session

24. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Public Transportation
 - o Coronavirus Relief Funding
 - o Heroes Memorial Park
 - o Public Safety Facility
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no executive session.

25. Take action on items discussed in Executive Session.

X. Adjourn

Council Member Villalobos moved to adjourn. Council Member Rizo seconded the motion. All votes aye; motion carried 6-1 with Mayor Mitchell dissenting.

With no further business to discuss, the City Council adjourned at 11:03 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer A. Holm, City Secretary



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- City Operations and Programming
- Spanish PSA Campaign for COVID-19
- Inaugural Dialogue for Peace and Progress Summit Recap
- Kyle Mass Food Distribution Events

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Appointment to Economic Development & Tourism Board

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Appointment of Joan Ross, COO Ascension Seton Hays, to the Economic Development & Tourism Board to fill the vacant healthcare seat. ~ *Diana Torres, Director of Economic Development*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Memo to Council- EDT Reappointment



MEMO

To: Kyle City Council

From: Brian Ziegler, Economic Development & Tourism Board Chair

Date: 7-2-20

Re: Appointment to EDT Board

Joan Ross

City of Kyle Economic Development & Tourism Board would like to welcome Joan Ross, Ascension Seton Medical Center Hays Chief Operating Officer. Joan started with Seton Hays June 1st. Before moving to Ascension Seton Medical Center Hays, Joan was the Executive VP/Chief Operating Officer at St. Mary Medical Center in Langhorne, PA. Joan brings more than 30 years of nursing and health care administrative experience to her role as chief operating officer.

Ms. Ross will be filling the Healthcare seat left vacant by Neal Kelly, former COO of Ascension Seton Hays.



CITY OF KYLE, TEXAS

Parks and Recreation Month Proclamation

Meeting Date: 7/7/2020
Date time: 7:00 PM

Subject/Recommendation: Parks and Recreation Month Proclamation. ~ *Tracy Scheel, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

2020 Census Resolution

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Approve a Resolution of the City Council of the City of Kyle, Texas affirming support and partnership with the 2020 Census. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Census Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS
AFFIRMING SUPPORT AND PARTNERSHIP WITH THE 2020 CENSUS.**

WHEREAS, the U.S. Census Bureau is required by the Constitution of the United States of America to conduct a count of the population and provides a historic opportunity for the City of Kyle to help shape the foundation of our society and play an active role in American democracy; and,

WHEREAS, an accurate census count is vital to our community and residents' well-being by informing important decisions about funding for services and infrastructure in the community including health care, senior centers, jobs, political representation, roads, schools and businesses; and,

WHEREAS, more than \$675 billion in federal funding flows back to states and communities each year based on census data; and,

WHEREAS, the 2020 Census creates jobs that stimulate economic growth and increase employment; and,

WHEREAS, the information collected by the Census is confidential and protected by law under Title 13, U.S. Code; and,

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

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Support for the 2020 United States Census. The City of Kyle is committed to partnering with the U.S. Census Bureau to help ensure a full and accurate count in 2020.

As a 2020 Census partner, we will:

1. Support the goals and ideals for the 2020 Census and disseminate 2020 census information to encourage those in our community to participate.
2. Encourage people in our community to place an emphasis on the 2020 census and participate in events and initiatives that will raise overall awareness and ensure a full and accurate census count.
3. Support census takers as they help our community complete and accurate count.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND ADOPTED this _____ day of _____, 2020.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

Dex Ellison, District 1

Tracy Scheel, Council District 2

Robert Rizo, Council District 3

Alex Villalobos, Council District 4

Rick Koch, Mayor Pro Tem, Council District 5

Michael Tobias, Council District 6



CITY OF KYLE, TEXAS

HDR Presentation

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Presentation from HDR regarding update on the Kohlers Crossing Grade Separation Project. ~ *Lee Frieberg, Project Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Transportation & Economic Resiliency Study Report

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Presentation regarding the Transportation & Economic Resiliency Study report. ~ *Kathy Roecker, Stormwater Management Plan Administrator, Susan Engleking, Institute for Community MicroMobility, and Katie Kam, Wheels & Water LLC*

Other Information: Phase 2 of the Transportation & Economic Resilience Planning Study will entail completing a Low Speed Vehicle Mobility Strategic Plan in order to create a more resilient transportation system and economy. Ultimately, the goal is to enhance the affordability, sustainability, inclusiveness, and livability of Kyle. The completion of this plan would make the City of Kyle the first community in Texas dedicated to supporting a wide range of low speed modes that can expand mobility and economic opportunities. Entities such as TxDOT and CAMPO have stated they would like the City of Kyle to have a plan in place so that they can reference the plan for their project designs and funding.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Transport & Economic Resiliency Study
- Presentation



Transportation & Economic Resilience Planning Study

For Low Speed Mobility Modes

June 10, 2020

Prepared for:



Prepared by:

Katie Kam, PhD, PE
President

katiekam@wheelsandwaterllc.com



Susan Engelking
Executive Director
enkelkingsusan@gmail.com

*Institute for
Community
MicroMobility*

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Purpose, Context, & Content

On April 7, 2020 the Kyle City Council voted unanimously for the production of this *Transportation and Economic Resilience Planning Study*. The **motivation** for this study came from recognizing the need to achieve **these objectives**:

1. **Increase resilience by increasing mobility options.** Resilience means the ability to recover from or adjust easily to change, and that is easier to do when multiple options are available to respond to change. Specifically, this study examines the opportunities to create a low speed mobility network that expands practical, affordable mobility options for Kyle's residents, businesses, and visitors and supports the local economy.

With transportation costs a major factor in household, business, and government decision-making, expanding affordable mobility options supports creating a resilient economy for Kyle. For instance, for a household that must make difficult economic decisions, having the option to forgo purchase of or sell off a second or third conventional car because they can access the city with a more affordable mobility option helps create resilient households that can adapt.

This study was prepared during the COVID-19 pandemic that has resulted in an economic recession. The idea of options supporting resilience becomes very evident in how businesses respond to requirements to close storefronts. Options such as curbside service and home delivery allowed businesses to adapt and continue operating.

For the cities outside of Texas with a low speed mobility network, the low speed modes and the paths become an important factor contributing to the city's high quality of life and what the city is known for in the region. Kyle wants to provide a great quality of life for residents and stand out in the I-35 region, so having a unique, practical, inclusive, and fun transportation network for a wide variety of low speed modes will help with those economic development goals.

2. **Position the City of Kyle for state and federal funding** that may be available because of the economic disruption from the pandemic and for sustainable and inclusive transportation. Having a study in place helps progress towards commitments to fund. The City of Kyle's innovative spirit prompted them to voice the idea that it could be the first city in Texas to develop a mobility network for a variety of human- and motor-powered low speed modes; that desire to lead with innovation attracts investment.

Low speed mobility modes considered for this study are designed to not exceed 25 mph; a speed limit chosen because of 1) the Federal Motor Vehicle Safety Standards that set 25 mph as the maximum speed for the largest of the low speed vehicles considered for this study and 2) the reduced risk of injury and death of occupants and those outside the vehicle at that speed.

The first section of this study, "Low Speed Mobility Modes," briefly describes the modes that would be able to use the low speed network infrastructure. The second section describes the peer cities of Lincoln, CA and Peachtree City, GA (early innovators in inclusion of low speed modes) and then compares their community characteristics to those of Kyle. The last section of the report identifies ways to incorporate low speed mobility within Kyle. Focus groups were conducted with City, Hays CISD, and Chamber of Commerce staff, Council members, high school youth, and developers to inform the contents of this study. This study is intended as the first phase of an effort to create a resilient transportation system and economy that contributes to making Kyle stand out as a leader in creating a sustainable, livable community.



Low Speed Vehicle (LSV)

Source: Polaris GEM

Low Speed Mobility Modes

Human-Powered

Two-wheeled bikes come to mind for human-powered low speed vehicles, but there are many more options that fill an individual's or family's mobility needs. For those that prefer not to balance on two wheels or those wanting more passenger or cargo room, there are quadracycles, pedicabs, trikes, recumbents, cargo trikes, and "kangaroo" bikes. Adding electric pedal assist or electric throttle can help the rider cover longer distances or travel faster.



Family - Cargo Bike
<https://www.us.tagabikes.com>



Recumbents
<https://www.rad-innovations.com/hase-bikes-trigo.html>



**1-Seat Quadracycle w/
Windshield**
Source: <http://www.rhoades-car.com>



Pedicab
<https://www.fsunews.com/story/life/2020/01/12/stories-pedicab-driver-inside-look-capital-city-pedicabs/4374068002/>



Family Bike
<http://www.yubabikes.com>



4-Seat Quadracycle
<http://www.hammacher.com>



Stroller Trike
<https://www.tagabikes.com>



Elliptical Trike
<https://www.streetstrider.com>



Pedicab
<http://www.austinpedicab.org>



Covered "Kangaroo" Trike
<https://gezginbebek.wordpress.com/tag/cargo-bike/>



Solar Powered Trike
<https://www.organictransit.com>



Rowing Motion Quadracycle
<http://www.humancar.com>

Motor-Powered (Single Rider)



Stand-up scooters

<https://www.sandiegouniontribune.com/opinion/the-conversation/sd-dockless-bikes-san-diego-how-do-they-work-20180316-htmistory.html>

If not wanting to move by human-powered mode, low speed mobility options that incorporate a motor (gas or electric) to do all the work include sit-down and stand-up scooters, mopeds, Segways, and electric skateboards. The electric stand-up scooters became popular in the last couple of years; they were used for millions of trips just in Austin alone. Sit-down scooters and mopeds on two- and three-wheels offers an alternative that requires slightly less balance and skill compared to the stand-up two-wheel scooters. Scooters and mopeds are already popular in Italy (those vehicles are parked on sidewalks for several city blocks) and are growing in popularity in the US. Part of the reason for limited adoption may be the perception that the single rider motor-powered modes are not safe to use on the roadway system. Increasing use of this and other low speed mobility modes will require an infrastructure that protects users from the heavier and faster conventional cars.



Electric Skateboards

<https://www.myproscooter.com/best-electric-longboards/>



Segways

<https://segway-tours-worldwide.com/listing/gliding-revolution-segway-tours-austin-texas/>



Sit-down scooter

<http://www.urb-e.com>



Three-wheel scooter

<http://scootaround.com>

Golf Carts



Golf cart in Lincoln, CA

Source: *Wheels & Water LLC*

Golf carts provide four-wheeled motorized transport but at speeds less than 20 mph. Golf carts cannot be driven outside of a designated area by state law (photo to left of a golf cart in Lincoln, CA where they are allowed in some parts of town). Though easy to drive and popular in golf course communities, they have a reputation of being prone to tip over accidents that can cause injury or death. The American Academy of Pediatrics does not recommend that children under age ten ride in them, and teens and adults are susceptible to being thrown out of a golf cart because of the lack of seatbelts and have been seriously injured or killed as a result. Because of those risks, the AARP (American Association of Retired Persons) has also expressed reservations about use of golf carts. Though not encouraged, they are a low-cost mobility option. Risk could be reduced by driving safely within protected infrastructure. The City of Peachtree City, GA is known for the residents' use of golf carts. An alternative to golf carts is the low speed vehicle (LSV), described next.

Low Speed Vehicles (LSVs)

LSVs provide the mobility and convenience of a car without the associated size, safety risks, energy consumption, and costs of conventional automobiles. **The vehicles are defined by and required by the Federal Motor Vehicle Safety Standards (FMVSS) to limit maximum speed between 20 to 25 mph and have these critical features not required of golf carts:** auto safety windshield glass, three-point seat belts, headlights, brake lights, a horn, reflectors, rear view mirrors, turn signals, and windshield wipers. **LSVs are lightweight, small, easy to maneuver,** and easy to get in and out of (which explains why they tend to be popular in retirement villages). They are considered a safer alternative to golf carts because of their lower center of gravity, front-wheel drive, car-like suspension, and required safety features. Compared to conventional automobiles, pedestrians and cyclists are safer being around the slower and lighter LSVs. Electric LSVs are sometimes also called neighborhood electric vehicles (NEVs).

LSVs are low impact vehicles. According to the Environmental Protection Agency, a conventional gas-powered car emits 4.6 metric tons of carbon dioxide (CO₂) per year. NEVs do not directly emit CO₂; their emissions impact is traced back to the energy source used to generate electricity. With many utility companies transitioning to renewable energy sources for generating electricity, the emissions impacts of charging an electric vehicle will continue to decline. Notably for city planning and land development, LSVs are narrow in width (< 5 feet) and require less space than a conventional automobile to park (Figure 1).



LSVs come in a variety of lengths and styles—two, four, or six seats, pickups, and utility trucks. Many are open-air; others have doors and fans and heated seats to provide some climate control. NEVs are charged by 110 V outlets with a typical range of 30 miles or more depending on battery type (lithium batteries can give NEVs over a hundred miles of range).

LSVs are low cost vehicles. Over the life of the vehicle, a LSV is a fraction of the cost of buying, operating, maintaining, and repairing a conventional vehicle. The purchase price of a new LSV is about \$10,000 and up. Used LSVs are available and cost less. The very low vehicle insurance premiums and energy and maintenance costs lower the overall cost of owning a LSV.

Full coverage LSV vehicle insurance costs around \$200/year for an adult driver and an additional \$100/year to add a teenage driver. Costs to recharge a NEV are barely detectable on an electric bill. An array of battery options exists at different price points (e.g., flooded lead acid the cheapest; lithium the most expensive). The highest maintenance cost is replacement of the batteries: the cost and frequency depends on battery type selected and extent of use. Lithium batteries cost more but last longer. Flooded lead acid batteries cost much less, but may need more frequent replacement. For example of cost, a 4-seat Polaris GEM requires 6 batteries; assuming flooded lead acid at \$100/each, total replacement cost would be \$600 plus tax.

Figure 1. NEVs Parked and Parking in Lincoln, CA



Source: Bottom two photos by Wheels & Water LLC



In Texas, LSVs can operate on roadways with speed limits of 45 mph or less; however, operating a 25 mph vehicle without crash protection alongside 45 mph vehicles is risky. Therefore, the goal is to create an off-street and/or protected lanes network for LSVs and other low speed mobility modes to safely operate within.

As with conventional automobiles, LSVs can be owned, rented, leased, or part of a hourly car-sharing program or on-demand service. The six seat GEM is commonly used to provide on-demand service in downtown and shopping districts (Figure 2).

Figure 2. LSV On-Demand Shuttle Services



Source: Free Ride Around (the) Neighborhood (FRAN) in Anaheim, CA



Source: Electric Cab of North America in Austin, TX

Wheelchair Accessible LSVs

Wheelchair accessible LSVs are slowly making their way into the market. Polaris is currently modifying their GEM LSV to accommodate a wheelchair passenger. Elbee is currently selling a wheelchair-as-driver-seat LSV and the Kenguru was under development until business issues stalled production (Figure 3).

During the focus group with Hays CISD and City staff and council members, Hays CISD Coordinator of Routing for Special Needs noted how this initiative would open up more mobility options for loved ones with special needs. The Coordinator provided resources to explore supportive products and technologies in next phase of creating a low speed mobility plan for Kyle.

Figure 3. Elbee (left) and Kenguru (right) Wheelchair-as-Driver-Seat Low Speed Vehicles



Source: <https://www.elbeemobility.com/style>

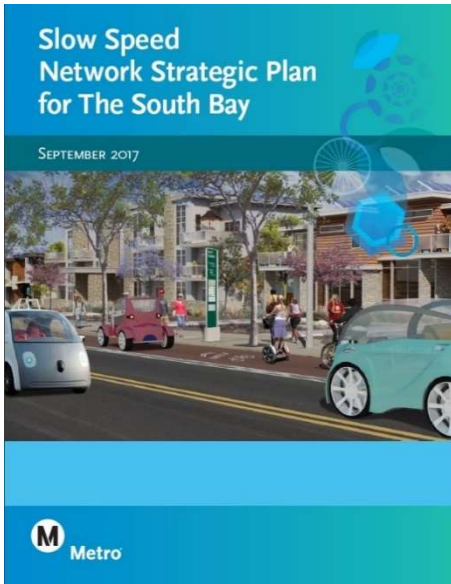


Source: <https://piximus.net/vehicles/the-kenguru-is-the-perfect-car-for-someone-in-a-wheelchair>



LSV Plans in Other Communities

Several communities around the US have already planned for and implemented LSV infrastructure, for example:



Lincoln, CA, located northeast of Sacramento, CA was the first city to develop, adopt, and implement a NEV plan. The story of how the NEV plan came to be began with golf carts owned by residents of Sun City Lincoln Hills being used on sidewalks and city streets. Rather than ban or ignore the carts, the City approved the NEV plan in August 2006 and golf cart plan in June 2006. Implementation has resulted in a 40+ mile NEV network.

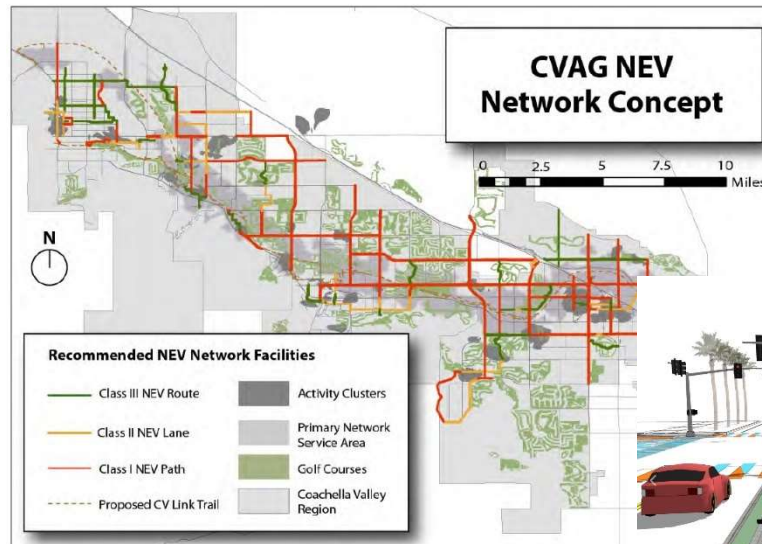
LA Metro in Los Angeles, CA developed a *Slow Speed Network Strategic Plan for The South Bay* in 2017. The plan delineates a network of on-street lanes and off-street paths within neighborhoods and between communities to accommodate a wide range of low speed modes, including LSVs.

Peachtree City, GA, located southeast of Atlanta, GA, is a golf course-oriented community near Atlanta, Georgia. In the 1970s, golf cart usage increased. As with Lincoln, the City embraced the use of golf carts and the city now offers 100+ miles of off-road paths for golf carts, NEVs, and other low speed modes. The city builds tunnels and bridges to keep the lower speed modes separated from conventional car traffic.

Coachella Valley Association of Governments (CVAG) in southern California is constructing a fifty-mile low speed mobility pathway connecting ten cities and the lands of three tribes. The first two-mile segment opened in 2018. Called "CV Link Trail," the pathway consists of dual paths with grade separation for pedestrians, bicyclists, golf carts, and NEVs. Separate NEV pathways connect to the CV Link. The \$100 million CV Link Trail cost works out to about \$2 million per mile.



Illustration from the *Slow Speed Network Strategic Plan for The South Bay*

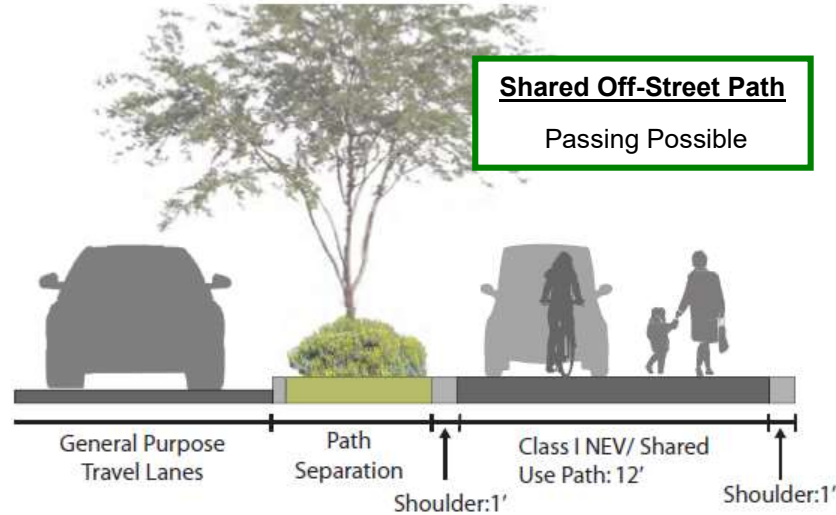


The next three pages show examples of combined NEV/bike facilities from Lincoln, CA and cross-sections from the CVAG NEV plan to give idea of the potential ways to incorporate space for NEVs.

Map from CVAG NEV Plan and illustration from the Coachella Valley Link project at <http://www.coachellavalleylink.com/>

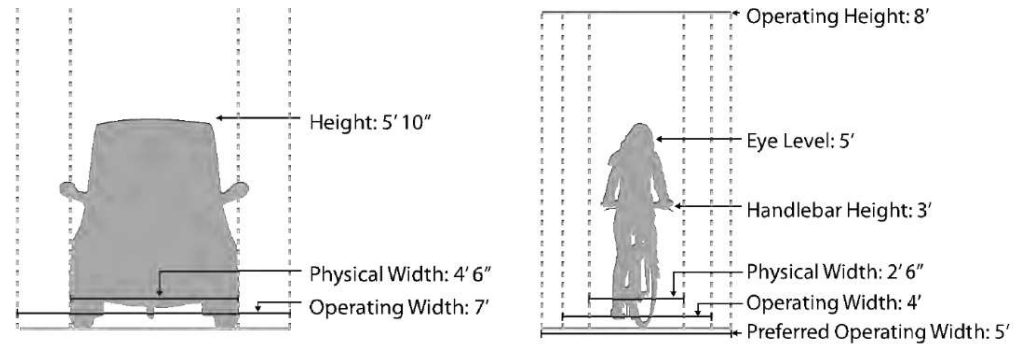


LSV Design Considerations



Source: Coachella Valley Association of Governments NEV Plan 2014 and 2016

Spatial needs of NEVs and bicyclists



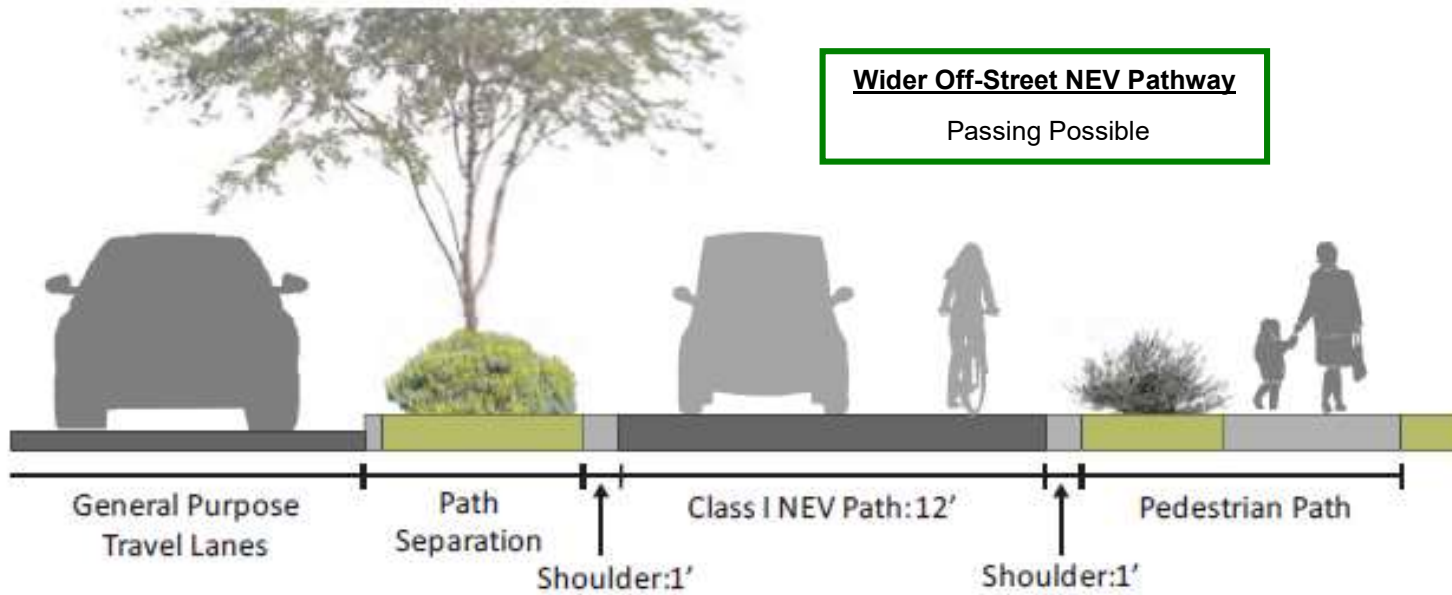
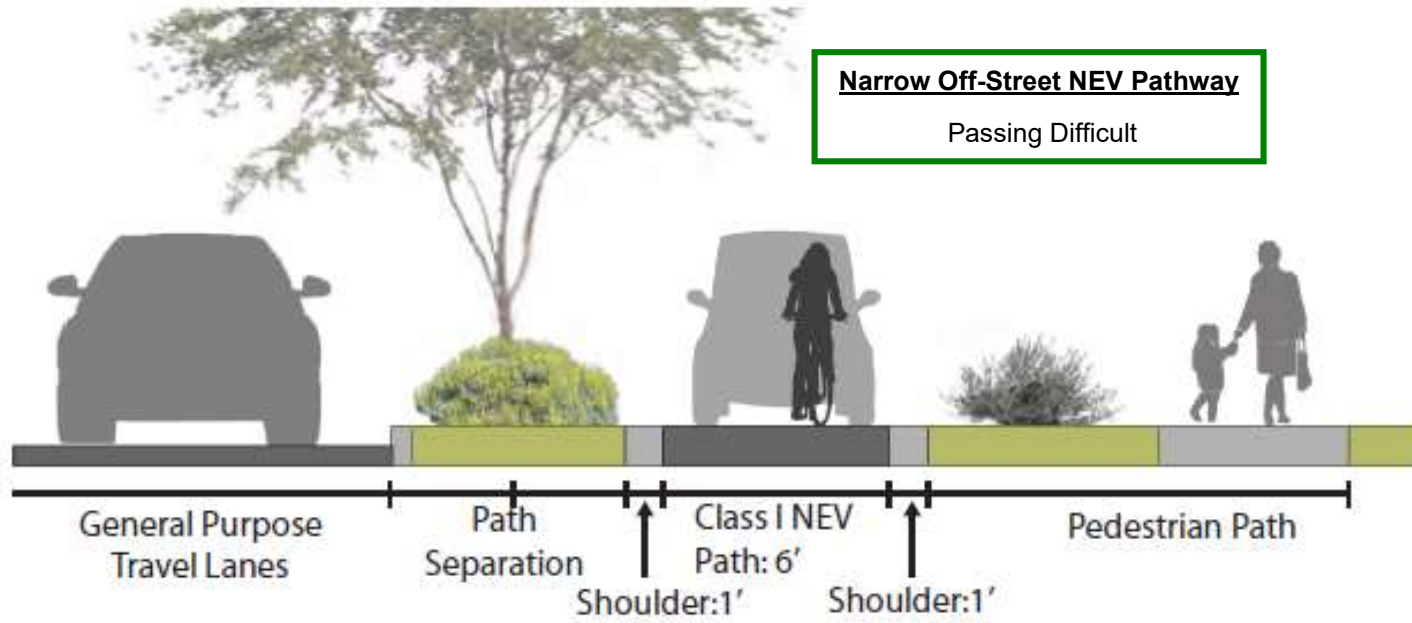
Where space is limited, NEV/LSV and bike lanes are combined (Lincoln, CA)



Source: City of Lincoln NEV Plan 2008

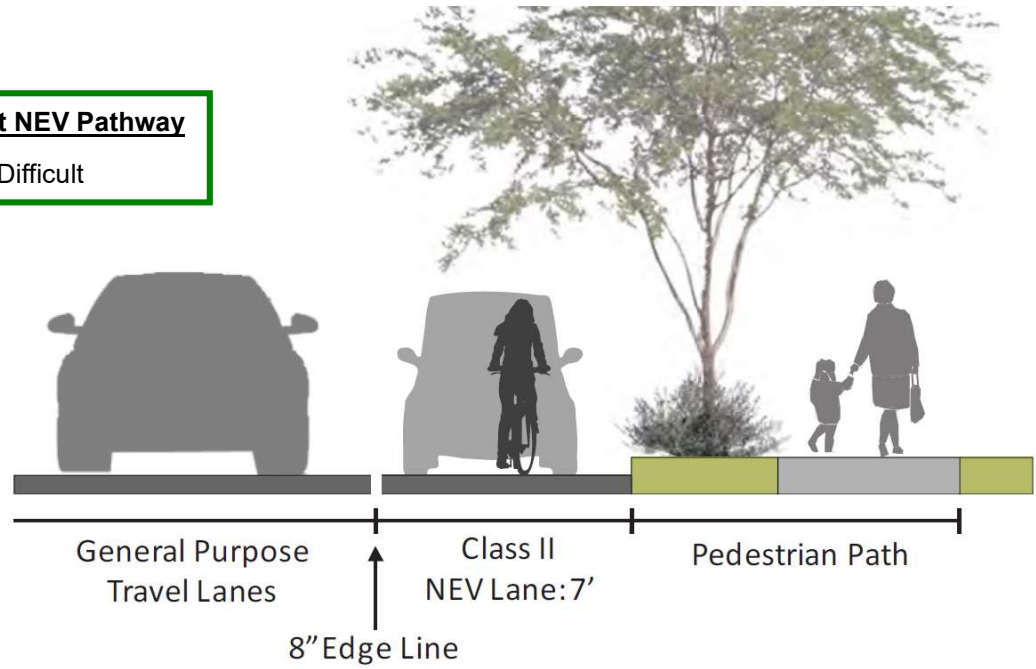


Source: Wheels & Water LLC

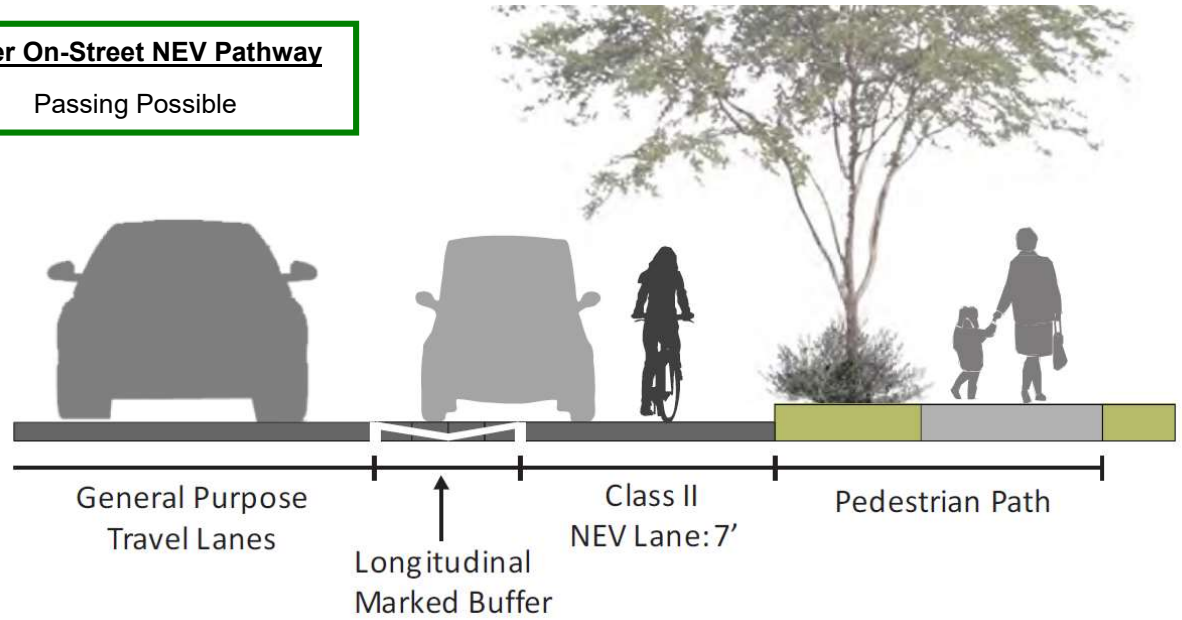


Source: Coachella Valley Association of Governments NEV Plan 2014 and 2016

Narrow On-Street NEV Pathway
Passing Difficult



Wider On-Street NEV Pathway
Passing Possible



Source: Coachella Valley Association of Governments NEV Plan 2014 and 2016

PEER CITY COMPARISONS

During the focus group meetings, curiosity arose about how Kyle compares with other cities that already have infrastructure in place for low speed modes like golf carts and NEVs. This section compares Kyle’s demographic, economic, and transportation characteristics with those of the two cities most known for their low speed mobility plans and infrastructure: Peachtree City, GA and Lincoln, CA. Figure 4 shows example of the media coverage Lincoln, CA receives for the city’s inclusion of NEVs. The three cities share similar characteristics, which suggest potential of LSVs in Kyle considering Peachtree City’s and Lincoln’s success in residents using the NEV and golf cart paths. A plan for Kyle would consider the unique characteristics of the city. Brief descriptions of how Lincoln, CA and Peachtree City, GA developed their low speed network precedes the peer city comparison cities.

Peer City: Lincoln, CA

The City of Lincoln, CA took initiative as first city in California to develop a NEV transportation plan, authorized by state legislation Assembly Bill 2353. The City Council directed the plan consultants to create city-wide NEV routes that would “enable any resident to travel from their home to Downtown Lincoln.” Figure 5 is an example of one of the routes in Lincoln. The City obtained funding from a variety of sources to implement the network plan including the Placer County Air Pollution Control District and the Sacramento Area Council of Governments. The City won the League of California Cities’ 2006 Helen Putnam Award for Excellence in the Public Works, Infrastructure, and Transportation Category for their NEV plan. Figure 6 shows the current NEV route map on the City’s website.



Figure 4. Headline Highlighting NEVs in Lincoln, CA

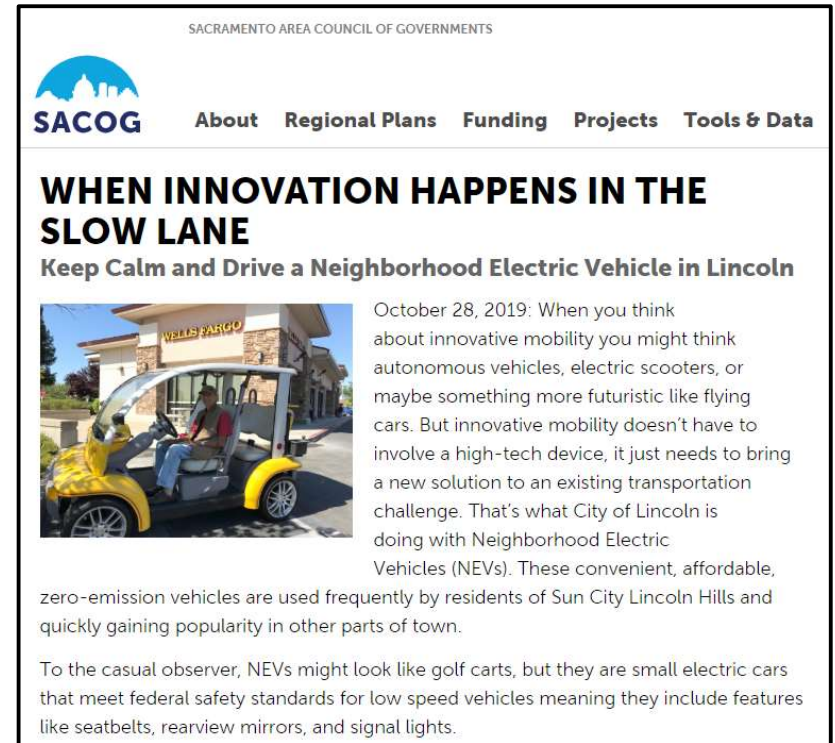
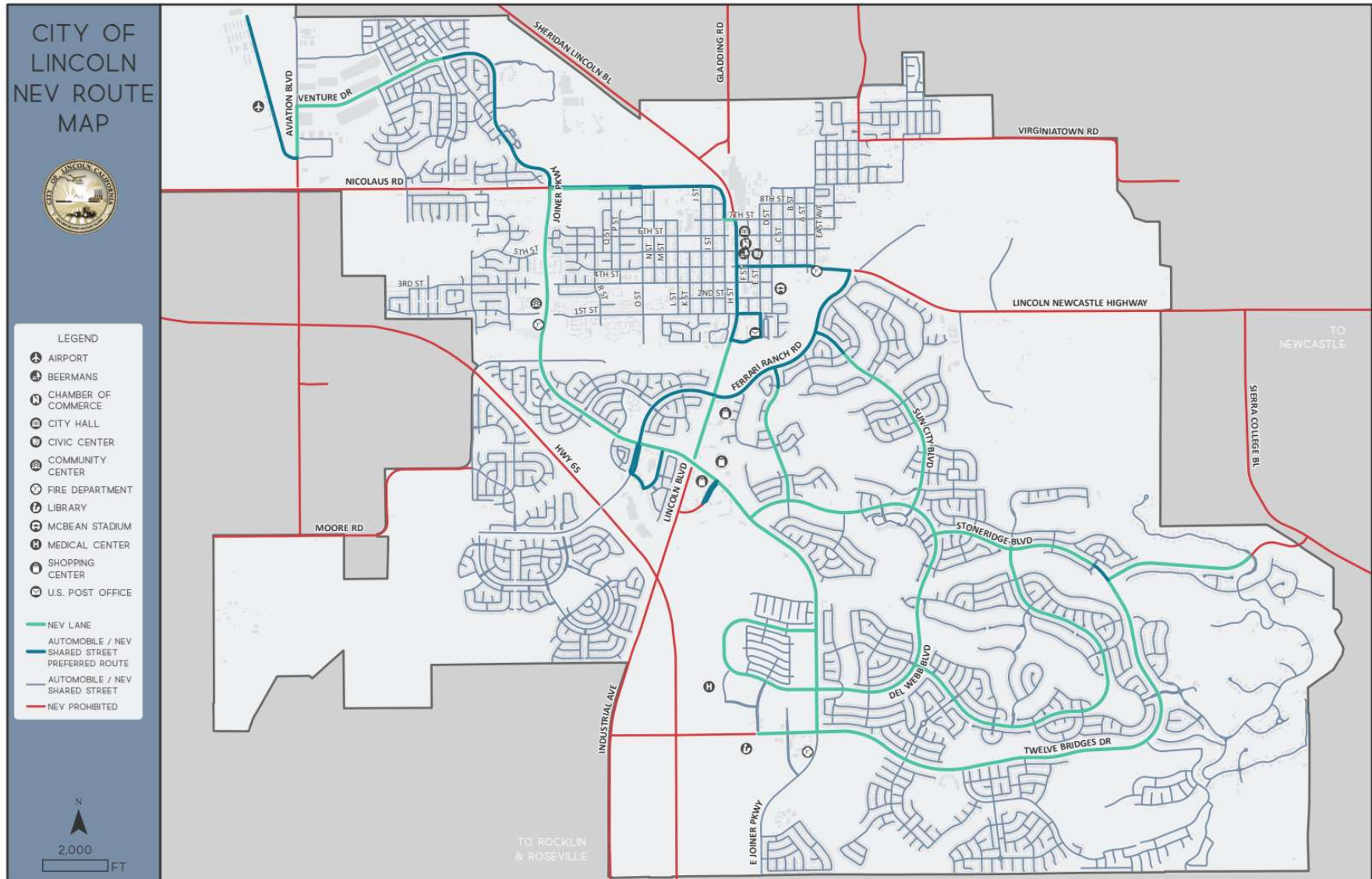


Figure 5. NEV/Bike Lane and Route in Lincoln, CA



Figure 6. City of Lincoln NEV Route Map



Source: City of Lincoln, CA NEV Map
<http://www.lincolncalifornia.gov/residents/nevs-golf-carts>

Peer City: Peachtree City, GA



Peachtree City started paving the way for city-wide low speed mobility decades ago. Peachtree City started off as a planned development in 1959 of six villages. Initially in the 1970s a few residents used golf carts to access golf courses, but then residents decided to use them for travel to other places. The City responded by creating off-street paths to connect all six villages in right-of-way (ROW) and easements. By 2003, the number of golf carts grew to about 9,000¹ and now there are 11,000 registered golf carts in the city (almost one for every household).²

The 100-mile network of multi-use paths for low speed modes is the City of Peachtree City's hallmark (Figure 8). TripAdvisor lists the paths as the #1 thing to do when visiting the city and the City's logo³ includes a golf cart (Figure 7). The City's development code requires developers to install or pay for multi-use paths (refer to Figure 16).



Figure 7. City of Peachtree City Logo



To avoid having to cross major roadways, Peachtree City constructed several underpasses and bridges (from simple wood to landmark stone and steel bridges) for the low speed mobility modes.



Source: <https://www.ptcpeople.com/place/golf-cart-paths>

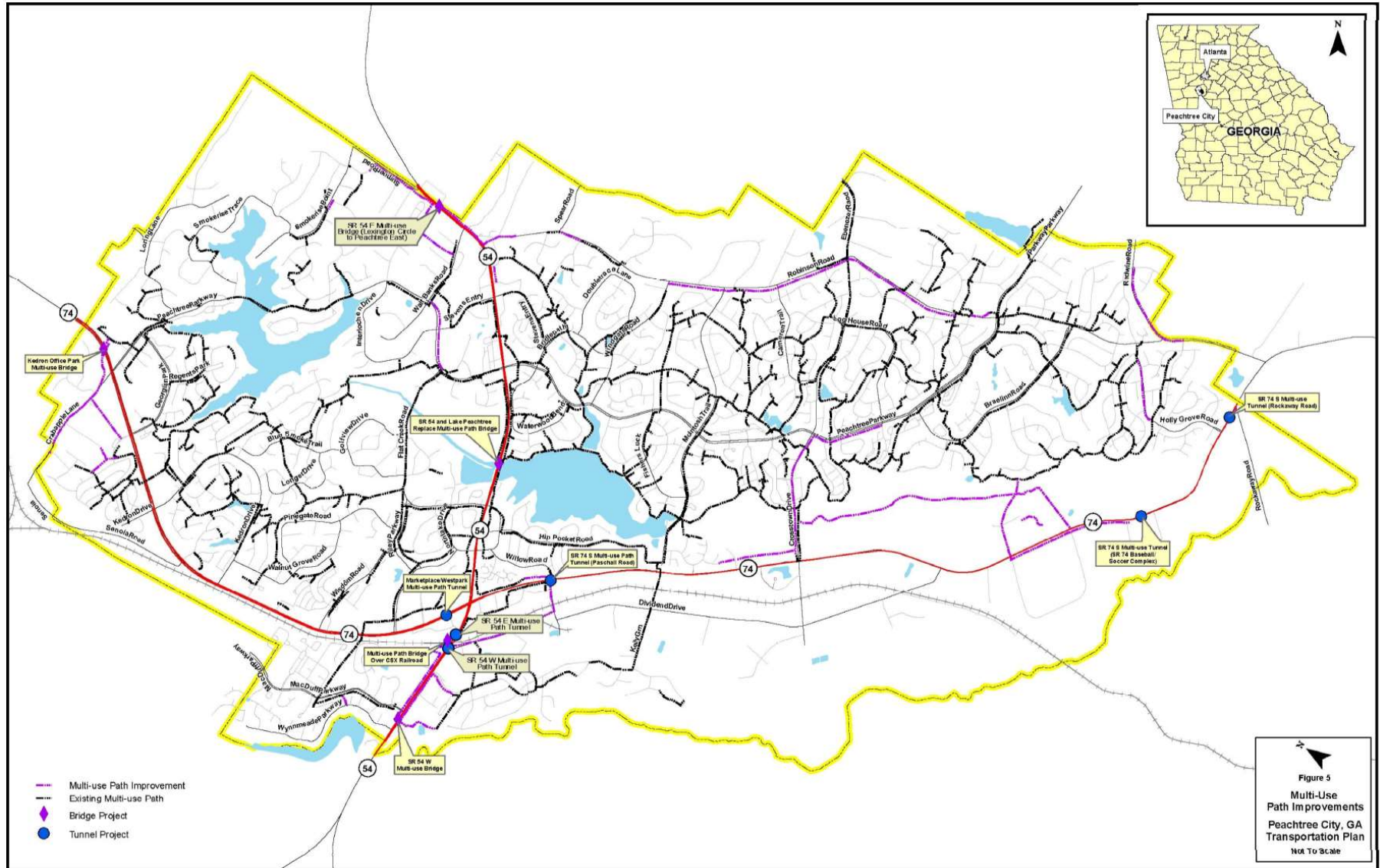
¹ <https://history4220fall2011.wordpress.com/2011/11/17/peachtree-citys-golf-cart-paths/>

² <https://www.peachtree-city.org/66/Facts-and-Figures>

³ Logo and top left photo from: <https://www.peachtree-city.org/127/Services>



Figure 8. Multi-Use Path Plan for Peachtree City, GA



Source: City of Peachtree City, GA Transportation Plan (February 2007). More detailed, updated map available at: <https://www.peachtree-city.org/DocumentCenter/View/1645/2011-proposed-master-path-map?bidId=>

Land & Demographics

Table 1 shows Kyle and the peer cities share similarities in community characteristics based on 2018 American Community Survey 5- Year Estimates. Figure 9 shows both Lincoln, CA and Kyle, TX experiencing a population boom.⁴ Considering Kyle's younger population, providing paths and lanes for low speed modes can help strengthen Kyle's attractiveness as an affordable, family-friendly, and livable place.

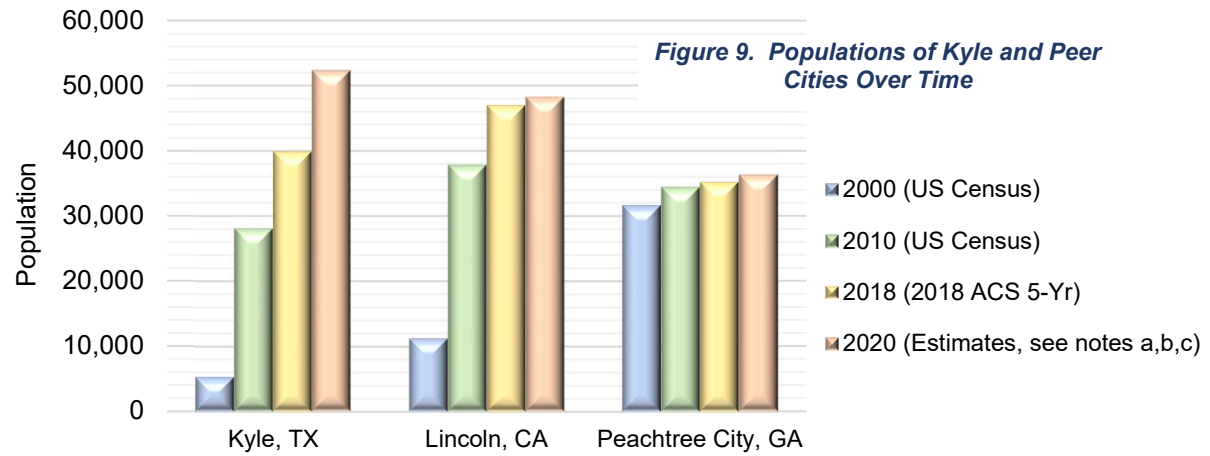


Table 1. Peer City Comparison of Community Characteristics

Observations	Community Characteristics	Kyle, TX	Lincoln, CA	Peachtree City, GA
City Characteristics				
Kyle and peer cities have similar land area; Kyle housing units increased since 2010.	Land Area (square miles), US Census 2010	19.6	20.9	24.5
	Total Housing Units, US Census 2010	13,503	18,210	14,080
Population Characteristics				
Kyle has slightly more males and slightly less veterans and persons with disabilities.	Sex Ratio (Males per 100 Females)	98.5	92.0	93.8
	Veterans	7.5%	11.3%	11.2%
	Disability	8.3%	11.8%	9.7%
Highest Educational Attainment				
Kyle and Lincoln are comparable. Peachtree City has more college graduates.	High School Degree	23.2%	20.1%	14.1%
	Bachelor's Degree	20.6%	22.2%	36.0%
	Graduate or Professional Degree	11.3%	11.3%	21.1%
Age Distribution				
Kyle has younger population, which aligns with perception that the city is place for young families and professionals.	Median Age	32.2	43.3	43.3
	18 Years and Over	70.0%	77.2%	74.9%
	65 Years and Over	8.0%	27.0%	17.2%
Race				
Kyle is a little more diverse (more Hispanic and Blacks, though fewer Asians).	White	33,685 (84.5%)	38,334 (81%)	28,938 (82.3%)
	Black or African American	2,262 (5.7%)	849 (1.8%)	2,276 (6.5%)
	Asian	463 (1.2%)	2,954 (6.3%)	2,046 (5.8%)
	American Indian and Alaska Native	226 (0.6%)	80 (0.2%)	53 (0.0%)
	Hispanic Race	17,866 (44.8%)	9,624 (20.5%)	2,749 (9.4%)

⁴ (a) Kyle city staff (b) <http://www.lincolncalifornia.gov/city-hall/departments-divisions/economic-development/demographics> (c) <https://worldpopulationreview.com/us-cities/peachtree-city-ga-population/>

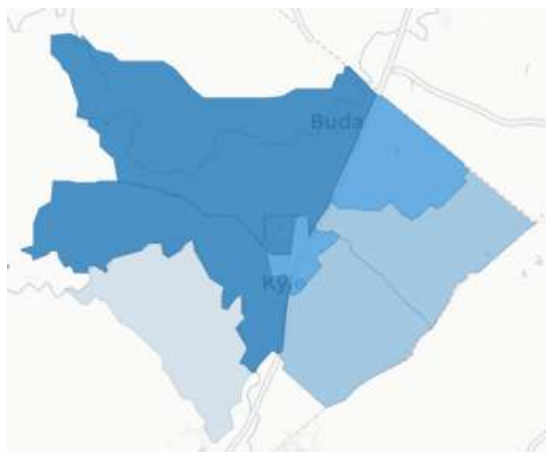
Economy

Table 2 compares the economic characteristics of the cities using the 2018 American Community Survey 5-Year Estimates data. Figure 10 shows how income is distributed across each of the cities, with all three cities having a wealthier “side.” The 2018 data, of course, predates the impact of the economic growth of the last two years coupled with the decline due to COVID-19. The higher income in Peachtree City highlights the attractiveness of LSVs as a mobility option even to households that could afford ownership of conventional automobiles. This is a phenomenon seen in higher income golf course communities where residents will use golf carts or NEVs for mobility.

Table 2. Peer City Comparison of Economic Characteristics

Observations	Economic Characteristics	Kyle, TX	Lincoln, CA	Peachtree City, GA
Income				
Peachtree City has a notably higher median income than Kyle and Lincoln.	Median Household Income	\$ 74,826	\$ 81,417	\$ 96,577
	Female Median Year Round	\$ 40,984	\$ 46,669	\$ 56,786
	Male Median Year Round	\$ 51,629	\$ 69,899	\$ 99,875
Business				
Kyle and Lincoln share similar number of business firms and amount of retail sales.	Total Retail Sales	\$ 290,215	\$ 267,998	\$ 617,731
	Total Business Firms	2,285	2,672	3,879
	Poverty Rate	6.1%	7.4%	5.3%
	Employment Rate	70.9%	50.1%	60.1%

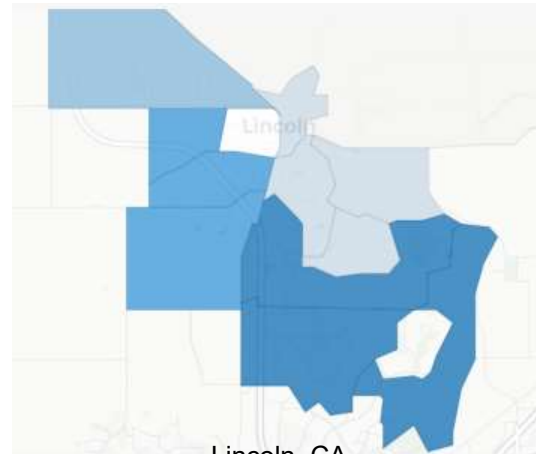
Figure 10. Distribution of Income Across the Cities



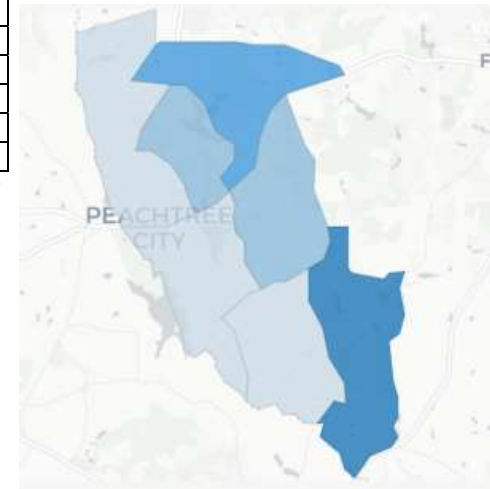
Kyle, TX

	Kyle, TX	Lincoln, CA	Peachtree City, GA
	\$ 36.3k - \$ 45.9k	\$ 41.1k - \$ 55.8k	\$ 70.7k - \$ 81.5k
	\$ 45.9k - \$ 57.3k	\$ 55.8k - \$ 81.9k	\$ 81.5k - \$ 94.6k
	\$ 57.3k - \$ 67.4k	\$ 81.9k - \$ 96.4k	\$ 94.6k - \$ 113k
	\$ 67.4k - \$ 76.1k	\$ 96.4k - \$ 110k	\$ 113k - \$ 145k
	\$ 76.1k - \$ 85.6k	\$ 110k - \$ 133k	\$ 145k - \$ 161k

Source: 2017 median income data from <https://datausa.io/profile/geo/>



Lincoln, CA



Peachtree City, GA

Transportation

Table 3 compares the three cities of Kyle, Peachtree City, and Lincoln regarding length of commute time and how residents commute to work, vehicle ownership by households, and distance to the major city nearby. The three cities are similar in all aspects in these transportation characteristics. **Not surprisingly, the vast majority of residents of all three cities drive alone to commute to work. The 2-vehicle household dominates, followed by the 3-vehicle household.** So, there is potential for the 2 or more vehicle households to benefit from having low speed mobility infrastructure in place so they can swap out a conventional vehicle for a low speed option. The presence of the lanes and paths for low speed modes will likely encourage residents to stay within Kyle for shopping and recreation, which would help with economic development efforts.

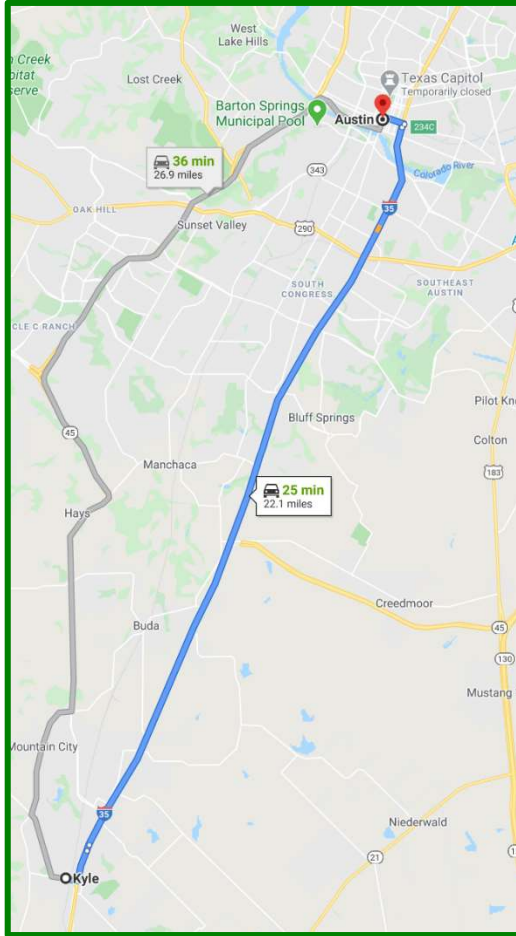
As mentioned earlier, there are approximately 11,000 registered golf carts in Peachtree City, which has a population of about 36,000 people. That level of ownership could be realized in Kyle with the provision of similar levels of infrastructure and promotion of the low speed mobility modes.

Table 3. Peer Cities Comparison of Transportation

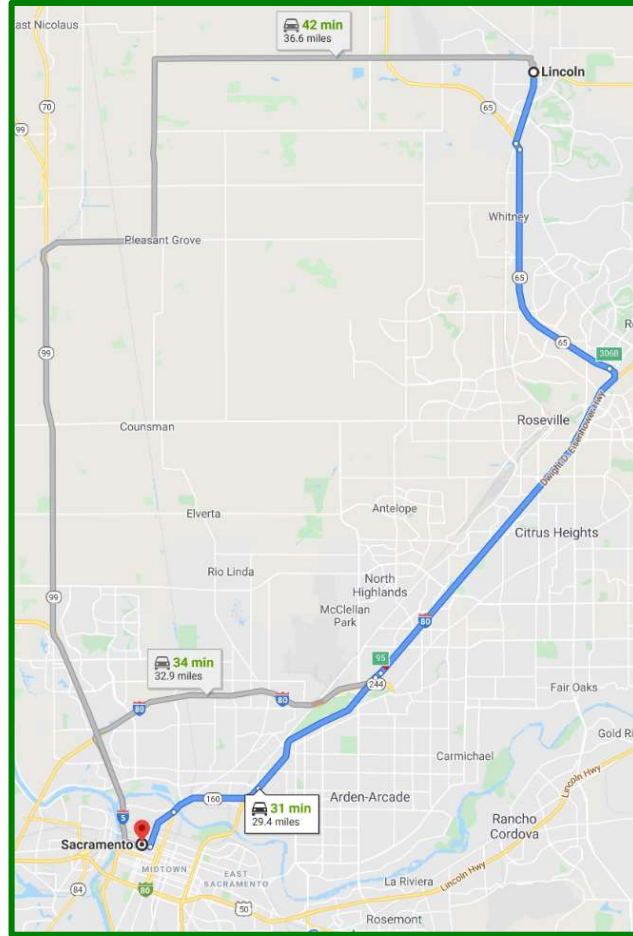
Transportation Characteristics	City of Kyle, TX	City of Lincoln, CA	City of Peachtree City, GA
Commute Modes			
Average Commute to Work (minutes)	35.7	29.6	28.8
Drove Alone (a)	16,633	15,202	12,987
Carpooled	2,029	1,436	1,012
Public Transportation (exclude taxicab)	0	125	20
Walked	107	156	19
Taxicab, motorcycle, bicycle, or other means	284	274	570
Worked at home	1,098	1,462	1,728
Vehicles Available			
No vehicle	77	175	170
1 vehicle	2,561	2,257	2,516
2 vehicles	10,259	7,907	7,439
3 vehicles	4,468	5,400	4,779
4 vehicles	2,301	1,953	1,035
5 vehicles or more	485	963	397
Travel Time and Distance (refer to Figure 11)			
Distance to Major City (Road Miles)	22.1 (Austin)	29.4 (Sacramento)	31.3 (Atlanta)
Time to Major City (minutes)	25	31	36

Source: Commute modes and vehicles available from 2018 American Community Survey 5-Year Estimates Detailed Tables (gender of workers by vehicles available and means of transportation to work by vehicles available); travel time and distance from Google maps.

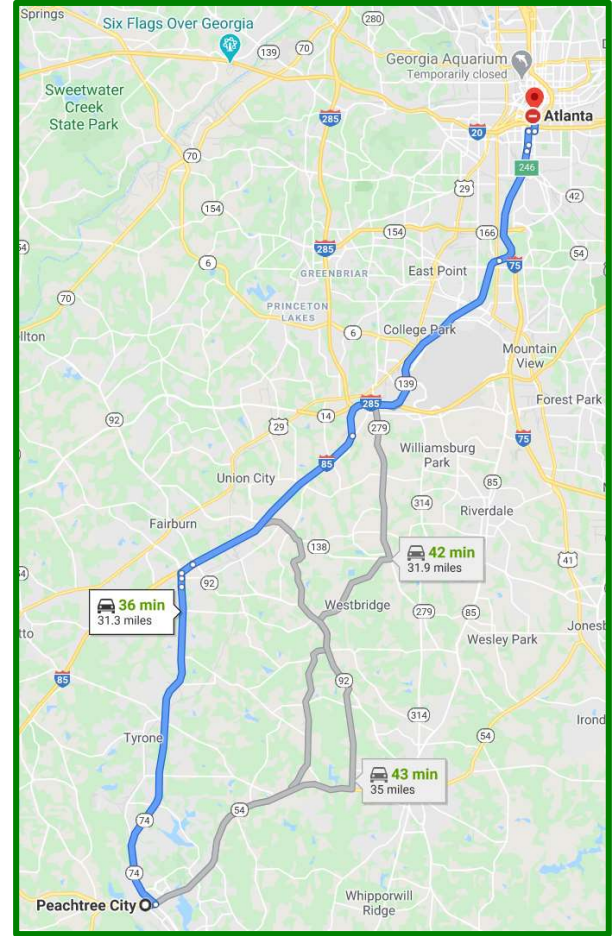
Figure 11. Google Maps Drive Times and Miles to Major Metropolitan Area



Kyle, TX to Austin, TX
(25 min, 22.1 mi)



Lincoln, CA to Sacramento, CA
(31 min, 29.4 mi)



Peachtree City, GA to Atlanta, GA
(36 min, 31.3 mi)

Incorporating Low Speed Mobility

Potential Routes

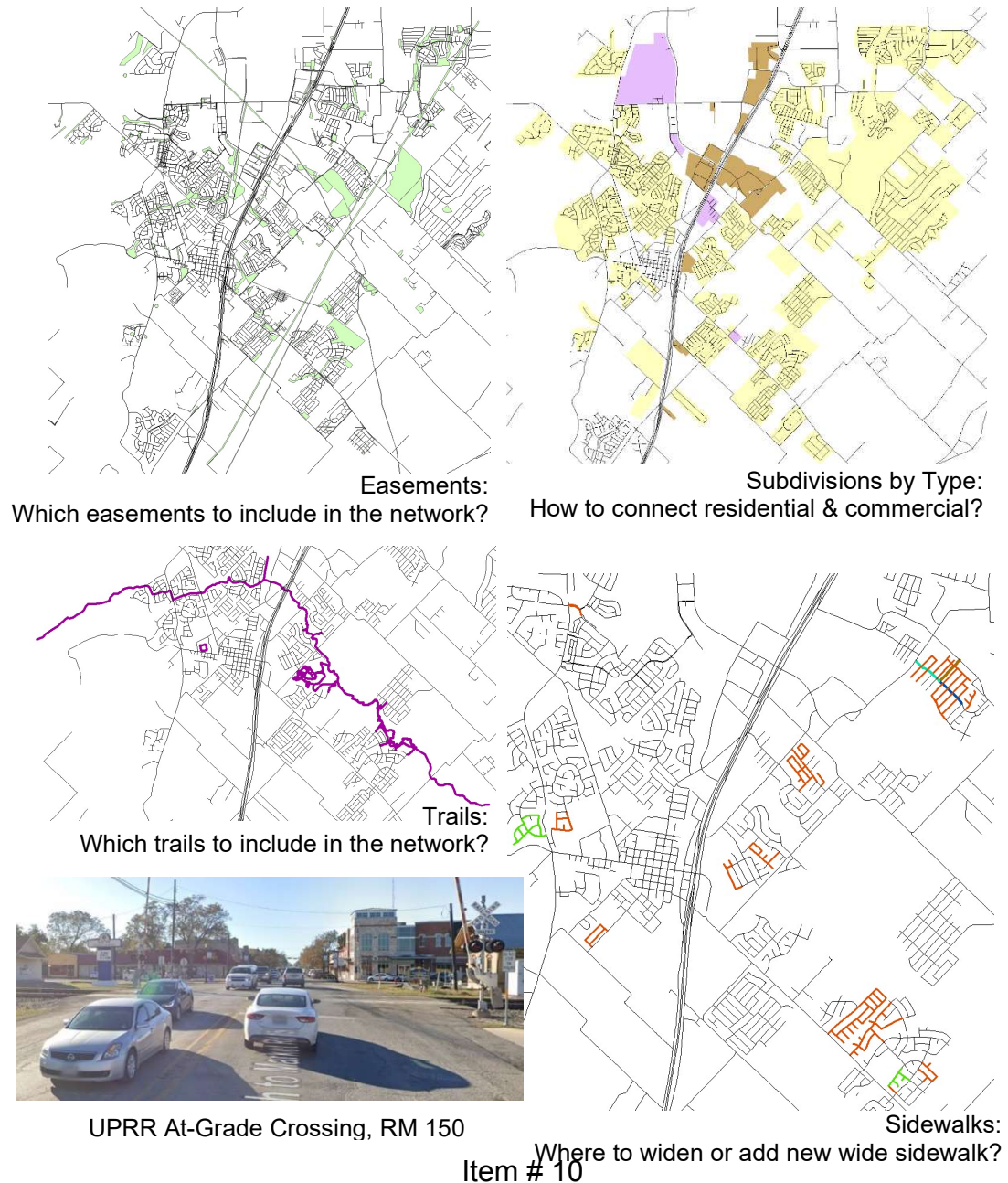
The completion in the future of a low speed mobility network plan would include analysis of the plans already in place (Comprehensive Plan, Transportation Master Plan, Parks and Recreation Master Plan, and any Planned Unit Development (PUD) plans) as well as geographic information systems (GIS) data to assist with identifying route opportunities and impediments. Data available already includes street centerlines, easements, and subdivisions by type (residential, commercial, mixed). Examples of additional data to gather either because the data does not exist in the City's GIS datasets, is incomplete in the existing GIS datasets, or needs to be verified as complete includes:

- Speed limits of roadway segments (not in GIS)
- ROW widths of key roadway segments (mostly complete)
- Pavement width (incomplete)
- Existing and proposed trails within and outside Kyle (incomplete)
- Sidewalk locations and widths (incomplete)
- Traffic counts (from traffic impact analyses for private land development projects and city traffic and traffic control studies)
- Existing and proposed tunnels and bridges (not complete)

Figure 12 shows the extent of data included and missing. The additional, relevant data will be entered into GIS to develop a series of maps to help evaluate and present potential locations for low speed mobility routes.

Tunnels were noted by staff and by participants in focus groups as potential connection points for low speed mobility infrastructure (e.g., 3 below grade crossings under FM 1626). The planning effort would explore how those tunnels could be used to expand low speed mobility connectivity. Also brought up several times in focus groups was the traffic delay at the Union Pacific Railroad at-grade crossings. The idea of creating an overpass or underpass for low speed modes to avoid that delay was appealing to participants.

Figure 12. Existing GIS Data (Various Scales Depending on Extent of Data Available)



Routes to Schools

The creation of safe, protected lanes for low speed mobility modes allows parents and teenagers the freedom to choose a fun, affordable mode that can enhance independence. Indeed, during the focus group with the articulate members of the Kyle Youth Advisory Council (KYAC), members indicated strong interest in having a low speed mode, such as a LSV, and supportive infrastructure, as an option to get to and from school, work, shopping, and friends' homes. The next page lists the two words each KYAC member came up to describe low speed mobility for Kyle.

Peachtree City's McIntosh High School parking lot consists of parking spaces dedicated to golf carts and LSVs, with pathways that lead to the school. The City of Lincoln, CA also has dedicated NEV routes go by schools.



McIntosh High School in Peachtree City, GA



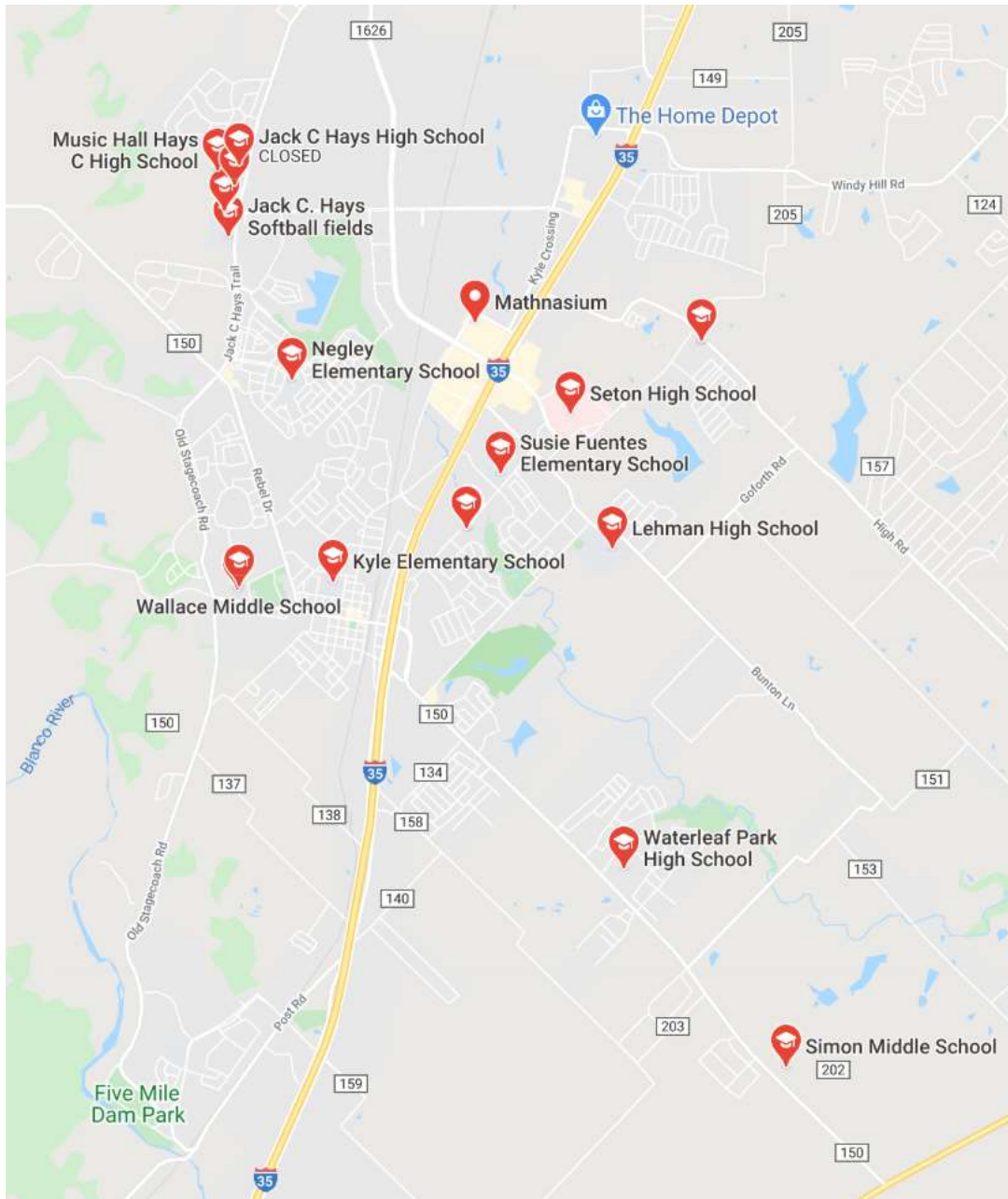
Student pick-up at elementary school in Lincoln, CA.

Source: Western Riverside Council of Governments 4-City NEV Plan 2010



Protected infrastructure by the school becomes a youth art canvas.

Figure 13. Connecting Kyle Neighborhoods to Schools with “Green Pragmatism”



When focus group KYAC students were asked to describe low speed mobility in two words, here were the results typed in:

- the future!
- eco-friendly
- affordable, safe
- money saving
- easily accessible
- eco-friendly and safe
- **Green Pragmatism**
- beneficial and cheaper!
- environmentally green
- future, green
- safe, inexpensive
- excitement and safety

Public Works Projects

Another opportunity to incorporate low speed mobility is within the planned Capital Improvement Program (CIP), new and expanded roadway, road repair (Figure 15), and other City public works projects. The FY 2018-2019 CIP budget lists several roadway projects that may have opportunities to add off-street paths or widen shoulders for protected lanes (assuming projects still in design stage). A coordinated effort within the City and with developers to identify opportunities to incorporate low speed mobility infrastructure with each project, such as for the proposed Uptown development, will support the incremental completion of a network.

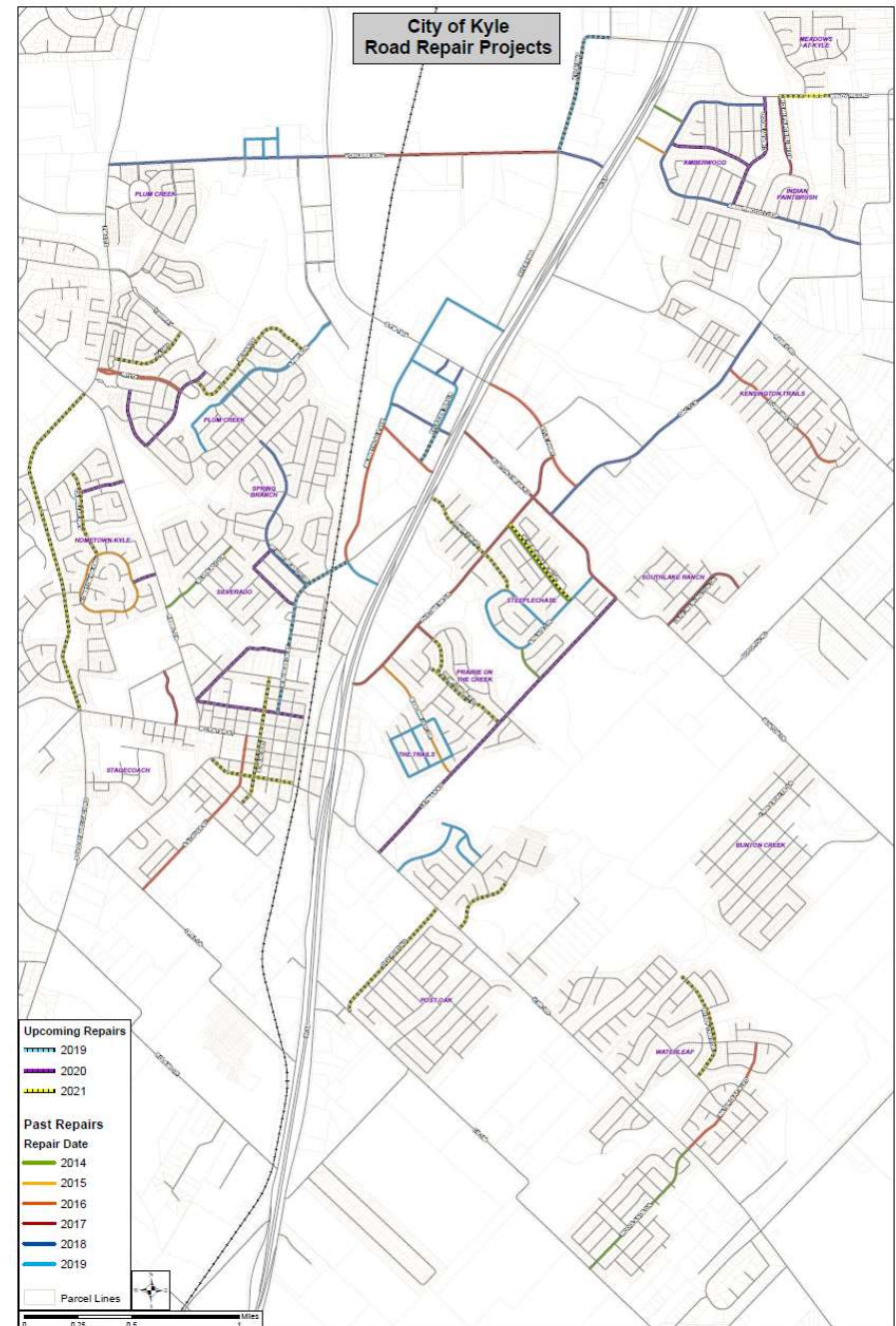
Table 4. CIP Projects with Potential for Inclusion of Low Speed Modes

Sidewalks	
Sidewalk Repair Program	Consider creating wider sidewalks
Dacy Lane Sidewalk	
Roadways	
Old Stagecoach Road Improvements (Oak Tree to FM 2770 & 150 to Stagecoach)	Add low speed mobility lanes or off-street paths
Kyle Crossing (0.06 miles north from Kohlers Crossing)	
Windy Hill Road (Indian PB Drive to IH-35 Frontage)	
Windy Hill Road (Indian PB Drive to Purple Martin Avenue)	
Old Post Road	
Lehman Road	
North Burleson Street	
Goforth Extension	

Source:

https://www.cityofkyle.com/sites/default/files/fileattachments/finance/page/9842/5-year_cip_plan_for_fiscal_years_2019-23.pdf

Figure 15. Upcoming Road Repair Projects



Land Development Projects

Private land development has a role in supporting the creation of a city-wide low speed mobility network; already the Code requires developers to support the conventional automobile mode and pedestrians with parking lots, streets, and sidewalks. As mentioned earlier, Peachtree City, GA requires developers to incorporate multi-use paths into development (Figure 16). The City of Kyle should consider amending their land development code to require low speed mobility infrastructure (e.g., lanes, parking, connections) in new development projects.

For land development projects in progress, the City of Kyle can intercept designs before finalized and constructed to suggest incorporating low speed mobility facilities. For instance, the upcoming Uptown project is an excellent opportunity to include infrastructure for low speed modes. Initial conversations with the developer indicate interest. Before Code requirements are in place, the City of Kyle can benefit from the approach of “it doesn’t hurt to ask.”

Figure 16. Peachtree City Land Development Ordinance for Multi-Use Paths

Sec. 703. - Access.

The entire parcel, rather than simply a particular project, shall be considered in formulating and approving access plans. **Interparcel site access, for pedestrians, golf carts and vehicles, should be provided to adjacent properties when land uses are compatible.** Common access easements for shared driveways along state highways and busy streets are strongly encouraged.

Sec. 706. - Multi-use paths.

The planning commission shall require multi-use paths in order to facilitate pedestrian and golf cart access from residential and commercial developments to schools, parks, playgrounds and other city amenities via the multi-use path system. **If, at the time of conceptual approval, there are no completed multi-use paths to which the multi-use paths of the proposed developer can be linked, the planning commission shall require that the developer, in lieu of installing the multi-use paths, dedicate the easements and deposit a cash payment with the city council equal to the cost of installing the multi-use paths.** This cost shall be determined by the city engineer. Such deposit shall be placed in a multi-use path construction fund to be established by the city council. When the multi-use system is extended to the boundary of the development, the city council will use the deposit to construct the multi-use paths in the development.

Figure 17. Proposed Cross Section for Cromwell Street North



Source: Plum Creek TIRZ Strategic Framework 2020



Draft plan of proposed Uptown development: an opportunity to design for low speed mobility.

Economic Development Strategy



CITY OF KYLE

ECONOMIC DEVELOPMENT STRATEGIC PLAN

Setting the Stage for Development Success



Prepared for:

City of Kyle, Texas

Economic Development Department

September, 2015

SUBMITTED BY:



THE NATELSON DALE GROUP, INC.
24835 LA PALMA AVE SUITE 1 • YORBA LINDA, CA 92887
O: 714.692.9596 • F: 714.692.9597 • www.natelsondale.com

In Association with Weinstein, Clower & Associates



Kyle's *Economic Development Strategic Plan*, developed in 2015, "sets the stage for development success—in economic development as well as real estate development" and lists four goals, of which the three goals in **green bold** are relevant to mobility. **Creating a low speed mobility network is an economic development strategy** that supports these goals. Here's how:

Goal 1: "Brand" Kyle to Meaningfully Differentiate it Among Other I-35 Communities

- **Unique identity.** The City of Kyle becoming a leader in the adoption of a safe, green, sustainable, inclusive low-cost mobility network can generate **pride and identity** for Kyle, especially as more residents see protected paths in place, see the fun kinds of vehicles on them, and experience use of the low speed lanes and paths themselves. For cities that have incorporated low speed mobility into their transportation plans for over a decade, NEVs and golf carts became the distinguishing characteristic of the city in the region and state.
- **Leader among I-35 cities.** Kyle can be in the enviable role of serving as a **model** for promoting sustainable low speed mobility. Kyle can also connect via a regional trail linking the cities. This makes Kyle stand out.
- **Marketing the positives.** There are many positive stories around a city-wide low speed mobility network (think: fun, healthy, inclusive, safe, affordable, efficient, green, electric, climate conscious, practical). In addition, the City of Kyle would be the first to create and implement a plan for low speed mobility in Texas. Those positives provide a bountiful supply of material for traditional and social media and marketing material.
- **"The good life."** Providing a network for families and individuals to enjoy fun, low speed mobility can enhance the good life. Two-car families can shed a car and reduce their transportation budgets by thousands *each year*, which reduces financial stress (American Automobile Association claims average annual cost of owning car is \$8,400). Low speed mobility as community-oriented mobility supports spending at local businesses.

Goal 2. Expand and Diversify the Economy to Help Meet the Employment Patterns of Kyle Working Residents

- **Attract employers.** Kyle's economic development strategy calls for targeting hi-tech manufacturing, destination recreation, and professional/business services to expand and diversify the economic base. Employers choose to locate and expand in places where they can find and recruit the employee talents that they need. That's why sought-after employers choose cities where people want to live—cities that are livable, affordable, innovative, interesting, cool, and have high quality schools and high quality of life. A low speed mobility network will be a magnet for these kinds of employees, employers, and entrepreneurs. Additionally, a city-wide low speed mobility network, especially one that connects with neighboring cities, qualifies as destination recreation (see Peachtree City website for visitors as example, Figure 18).
- **Collaborate with partners.** Developing a low speed mobility network requires collaboration with TxDOT, Hays Consolidated ISD, Austin Community College, employers, neighborhoods, real estate developers, and neighboring cities with the mutually beneficial goals of enhancing the economy and transportation system.

Goal 3. Support the Expansion of Kyle's Economy Through Proactive Development Efforts

- **Encourage efficient development patterns.** Low speed mobility modes support more efficient land development: they take up less space than conventional cars (e.g., smaller parking spaces) and can allow for deferment or elimination of road-widening projects as use of the alternative low speed network increases. Since low speed modes have less impact on the community (e.g., quieter operation, take up less space), neighborhoods may find more efficient development more attractive than if done within an environment consisting solely of the space-consuming, noisier conventional automobiles. Kyle's adoption of an ordinance that requires developers to incorporate low speed mobility infrastructure into new development would reinforce formation of the network and thus the intended efficient development pattern. This will put Kyle on the cutting edge of designing new subdivisions and commercial developments around people and their variety of mobility options, not just around conventional cars. Supportive developers will embrace this and offer valuable recommendations for making it work to everyone's benefit.
- **Coordinate infrastructure investments to serve logical, efficient growth.** The plan for the low speed mobility network should include network links to the "targeted priority development areas" identified in the *Economic Development Strategic Plan* to support logical, efficient growth. Coordinated infrastructure investment would occur from 1) taking a "Build It with Crumbs" financial approach that incorporates low speed mobility infrastructure for fraction of the cost of the overall larger transportation projects, 2) collaboration among departments, agencies, and land developers to incorporate the infrastructure wherever possible, and 3) going after and coordinating regional, state, and federal funding sources, especially infrastructure funding that may be allocated as part of a U.S. economic stimulus package.
- **Ensure high amenity/ high quality of life as Kyle grows.** Peachtree City, GA attributes their "environmentally friendly path system" as one of the reasons why they have "world renowned quality of life." They promote the path system to future residents and businesses on their website (Figure 19). Kyle could do the same.

Figure 18. Main Page for Visit Peachtree City Website



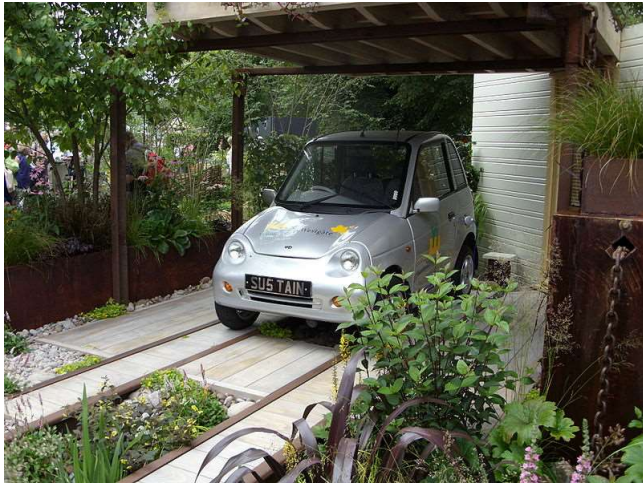
Source: <https://visitpeachtreecity.com/>

Figure 19. How Peachtree City Promotes the City to Future Residents and Businesses

- **Quality of Life.** Peachtree City is more than just a great place to run a business. Our world renowned quality of life is one of the greatest advantages when it comes to considering a relocation or startup. From the environmentally friendly path system to the emphasis on natural beauty to the small town atmosphere so close to all the excitement of Atlanta, Peachtree City has proven to be the destination of choice for nearly half a century. Just ask some of our residents, who have come from all 50 states and around the world!

Source: <https://peachtree-city.org/70/Relocating-to-PTC>

Moving Forward



Resilience

This *Economic & Transportation Resilience Planning Study* is premised on resilience emerging from having options. Indeed, resilience means the ability to recover from or adjust easily to change. That is easier to do when multiple options are available. We see this with the response of businesses to the COVID-19 pandemic. Restaurants were forced to close; so what did they do? They adapted and chose to provide curbside service and delivery to customers. Current transportation planning focuses on walking, biking, transit, and cars only, which limits the options available unnecessarily. Resilience in the economy and transportation comes from having a network of protected, multi-modal, off-street paths to expand the types of mobility options that can safely and practically be used.

For the cities with a low speed mobility network, the low speed modes and the paths become part of the lifestyle, the culture, and what the city is known for in the region. The availability of more mobility options enhances the quality of life along the socioeconomic spectrum. With residents having a wide range of options, such as pedicabs, bikes, trikes, and LSVs, the City of Kyle becomes a demonstration of sustainable, affordable transportation in Texas.

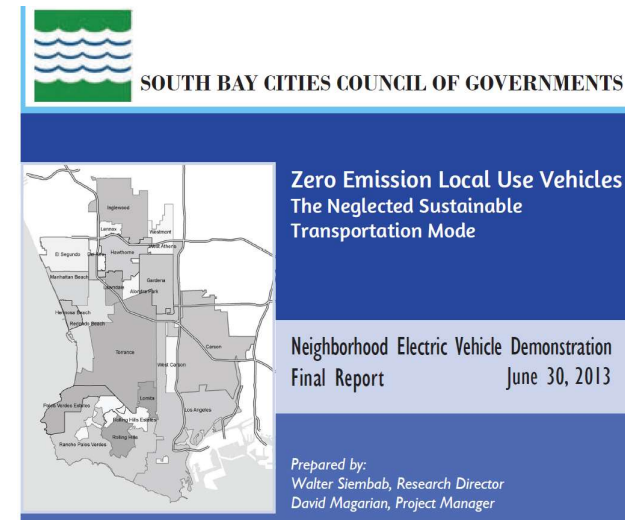
Next Steps

These next steps will help move the City of Kyle forward:

1. **Create “Low Speed Mobility Network Strategic Plan” for the City of Kyle.** The City of Kyle would be the first in Texas, placing the city on the map as example of how to create an affordable, inclusive, sustainable, and fun transportation system. The routes would connect all areas of Kyle, similar to Peachtree City, GA and Lincoln, CA, to insure equitable, distributed access to the network. TxDOT requested that the City of Kyle have a Council-approved plan so that they can coordinate their project plans and designs with the Kyle plan.
2. **Identify and intercept CIP, road repair, public works, and private land development projects** to pivot the designs to incorporate low speed mobility infrastructure. Also, go after simple changes such as working with the community to identify bike lanes that could be painted with “NEV” and reserve parking in shopping centers for NEVs, as is done in Lincoln, CA.
3. **Adopt a City Council resolution** to incorporate low speed mobility infrastructure into existing and future City projects and to **develop an ordinance** that requires the infrastructure in private land development.
4. **Apply for funding and awards.** Providing mobility for all people with community-oriented, healthy, and environmentally-friendly mobility options is an attractive goal for regional, state, and federal agencies, foundations, non-profits, challenges, and competitions, and so efforts should be made to pursue those funding and recognition opportunities.
5. **Collect data.** Implement data collection program to track adoption of low speed mobility modes and usage of the infrastructure to provide supporting documentation for growing support and attracting additional investment.



6. **Work closely with the Hays Consolidated Independent School District and Austin Community College** to enhance mobility options for students and families, especially for high school students of driving age. This includes identifying low speed mobility routes to connect school attendance areas with the schools.
7. **Collaborate and coordinate with TxDOT.** By creating and adopting a “Low Speed Mobility Network Strategic Plan,” Kyle provides the guidance TxDOT needs to insure TxDOT projects meet the city’s design expectations for low speed mobility. The coordination will involve working with the TxDOT district office to develop suitable facility designs.
8. **Proactively promote low speed electric modes.** Instead of passively hoping residents invest in low speed modes, actively promote them: offer ride & drive events, post about the modes on social media, and insert informative brochure in utility mail to raise awareness and interest. The City could also pursue a demonstration project, like the South Bay Cities Council of Governments’ program to loan NEVs to households to acquaint them with the vehicle and to see how they use the vehicle. Additionally, the City of Kyle can purchase LSVs to use for City business to increase the presence of the vehicles.
9. **Connect with other cities also encouraging low speed mobility.** The Institute for Community MicroMobility can facilitate online discussions with other cities that incorporate low speed modes for the purpose of exchanging ideas and funding opportunities, providing support, and collectively promoting efforts.
10. **Make safety the prime directive.** Low speed mobility modes require a protected network of lanes and paths for safety, especially with “redundant safety,” meaning not relying on one feature or program alone. With redundant safety, several things need to go wrong for someone to be injured. One driver error, for example, running a stop sign because of glare, must not result in injury. At least one additional safety measure must be incorporated where someone could run a stop sign—because someone will. Motor vehicle accidents are the top or second cause of injury deaths for all age groups above 1 years of age. The community’s plan for a low speed mobility network will need to highlight safety measures.



Future of Kyle, TX



Grab lunch on a quadracycle

(Source: <https://en.wikipedia.org/wiki/Quadracycle>)



Have fun on a cargo trike

Source: Institute for Community MicroMobility



Use mode that makes most sense for the trip

Source: Wheels & Water LLC

Transportation & Economic Resilience Study

For Low Speed Mobility Modes



Presentation Purpose: Phase 1 Study Summary

Phase 2 Proposal

Katie Kam, PhD, PE
President
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Susan Engelking
Executive Director
enkelkingsusan@gmail.com



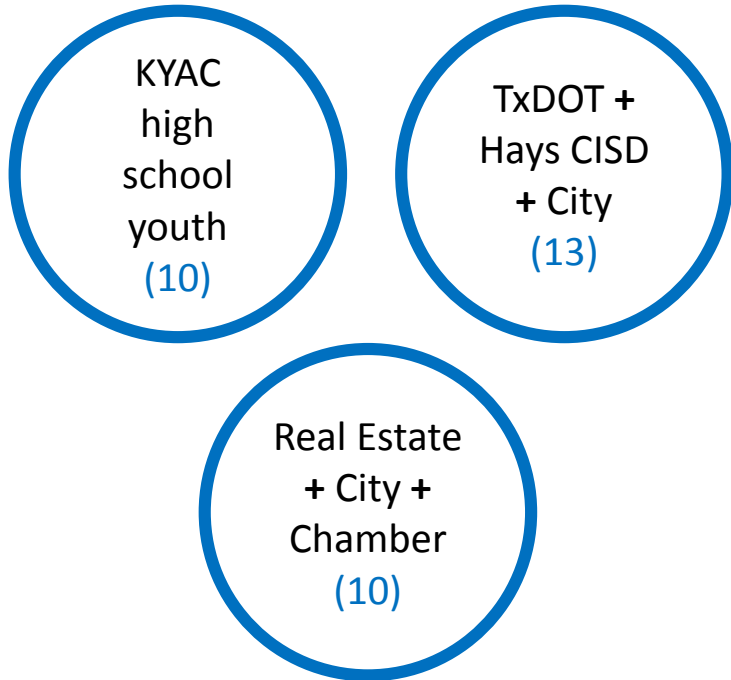
Item # 10

Transportation & Economic Resilience Study

Phase 1 Study Summary



FOCUS GROUPS



Transportation & Economic Resilience Study

Phase 1 Study Summary



FOCUS GROUPS

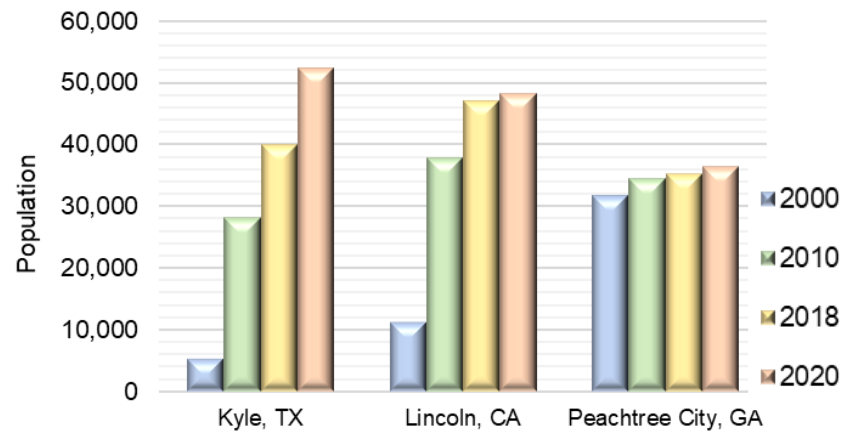
KYAC
high school
youth
(10)

TxDOT +
Hays CISD
+ City
(13)

Real Estate
+ City +
Chamber
(10)



PEER CITIES: OVERVIEW & COMPARISON

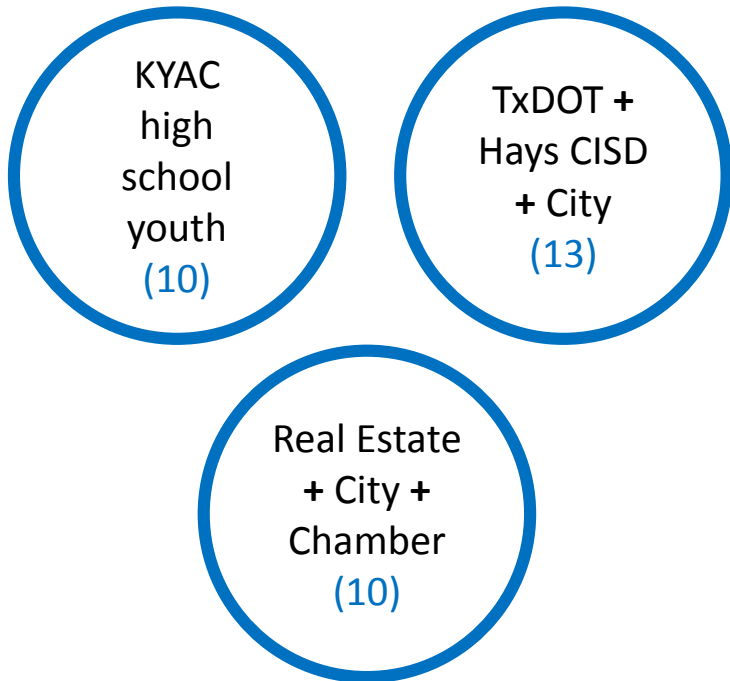


Peachtree City local retail sales >> Kyle

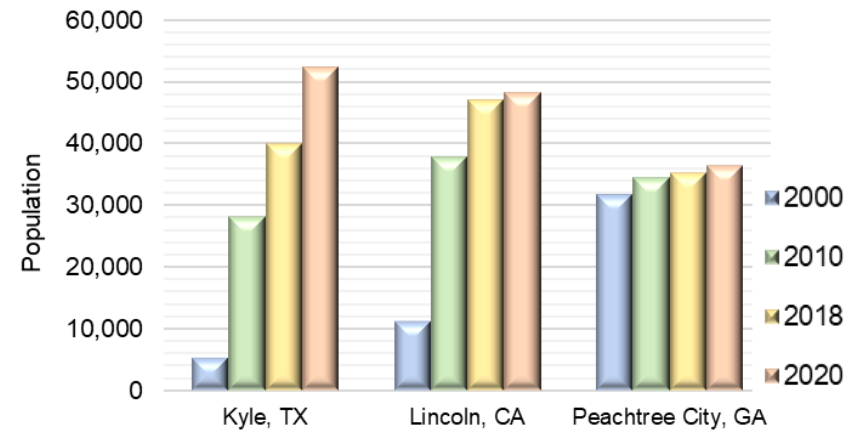
Transportation & Economic Resilience Study

Phase 1 Study Summary

FOCUS GROUPS



PEER CITIES: OVERVIEW & COMPARISON



Peachtree City local retail sales >> Kyle

LOW SPEED MOBILITY TAKEAWAYS

- Focus group participants supportive
- Kyle similar to peer cities
- TxDOT requested design coordination and City plan
- Benefits Hays CISD families and campuses
- Supports multiple economic development goals
 - Create unique and attractive community to live, play, work, and visit
 - Support local economy

Phase 2 Proposal

Deliverable: Low Speed Mobility Strategic Plan

- Kyle would be:**
- 1st city in Texas to create this plan
 - unique in I-35 Corridor

➤ Network Plans

- Regional → City → Neighborhood **ROUTES**
- Charging

➤ Facility Design Development

- Designs, strategies, coordination
- Pilot projects

➤ Legal & Policy Changes

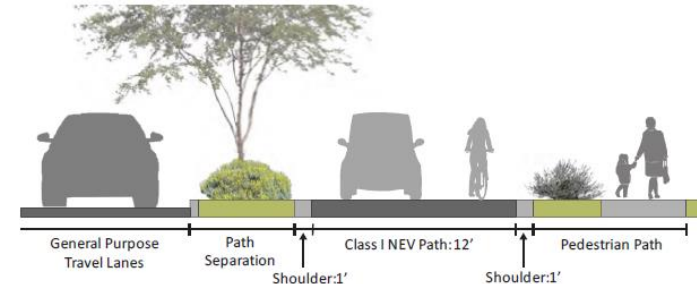
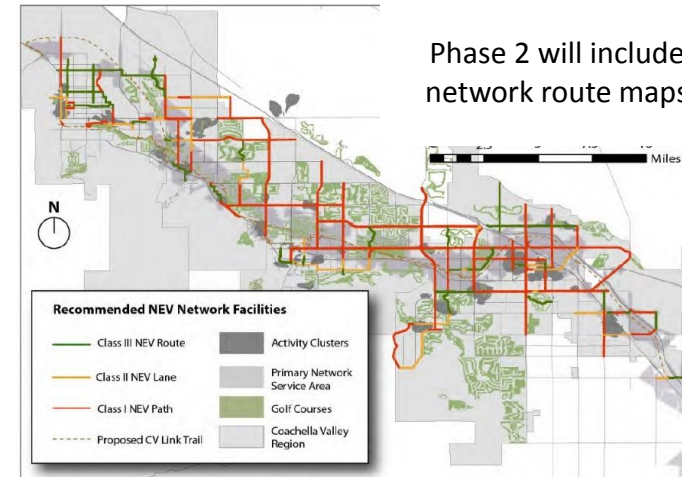
- **ORDINANCES**, CIP policies, transportation plan

➤ Implications

- Safety, public health, environmental, economic, equity, traffic, financial, & energy

➤ Funding Mechanisms

➤ Action Items



Schedule:

Deliver October 2020

Cost:

\$40,000 plus \$1,000 reimbursables



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Police Headquarters Contract

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Police Headquarters Construction Manager at Risk Bartlett-Cocke Agreement. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- A133-2019 Final
- A133ExhibitB-2019 - Final
- A201-2017 - Final
- Exhibits A and B to 133
- Wage Rates, Progress Payment Certificates

EXHIBIT "A"
CERTIFICATES OF INSURANCE
CITY OF KYLE
POLICE STATION

EXHIBIT "B"
FORMS OF PERFORMANCE AND PAYMENT BONDS
CITY OF KYLE
POLICE STATION

PAYMENT BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

Bond No. _____
Premium \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (Contractor), City of Kyle, County of Hays, and State of Texas, hereinafter referred to as the Principal, and _____ a corporation organized and existing under the laws of _____ and authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto City of Kyle, Texas as Obligee, in the penal sum of _____ (\$ _____) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, the said Principals and Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain written Contract with the OWNER for the following project: Police Station, dated the ____ day of _____, 2020 to which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principals shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the project is to be constructed.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code Chapter 2253 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

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 work performed thereunder, or the Plans, specifications or drawings accompanying the same, 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 work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed

this instrument this _____ day of _____, 2020.

Principal

Surety

By _____

By _____
Name _____

Name _____

Title _____

_Address

Title _____

Address

The name and address of the Resident Agent of Surety is:

(Seal)

PERFORMANCE BOND
Pursuant to Vernon's Texas Government Code
Title 10, Chapter 2253, as amended

THE STATE OF TEXAS § BOND NO.

COUNTY OF _____ §

KNOW ALL BY THESE PRESENTS, THAT:

_____ of the City of Kyle, County of Hays, and State of Texas, as PRINCIPAL, and _____, a corporation organized and existing under the laws of _____ and authorized under the laws of the State of Texas to act as SURETY on bonds for PRINCIPALS, are held and firmly bound unto the _____ (OWNER), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written Contract with the OWNER, dated the _____ day of _____, 2020, for the construction of _____ to which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE 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 and the Plans and Specifications thereto annexed, and shall fully indemnify and save the OWNER harmless from any loss, cost or damage by reason of PRINCIPAL's failure to complete the work then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Gov. 2253 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

In the event that the OWNER declares the PRINCIPAL in default under the Contract, the Surety will, within fifteen days of the OWNER'S declaration of such default, at OWNER'S election either: 1) take over and assume completion of said Contract and shall faithfully construct and complete said Contract in a good and workmanlike manner in accordance with the original schedule for completion, the approved Plans and Specifications, or 2) allow OWNER to draw on any part or all of the total amount of this bond by submitting a written request for a draw from the OWNER'S Public Works Director or designee to SURETY'S Attorney-in fact. Conditioned upon the Surety's faithful performance of its obligation, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay the OWNER upon demand all loss and expense, including attorneys' fees, incurred by the OWNER by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the work is to be constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein. This Bond may be cancelled upon Surety's receipt of written notice of cancellation by the OWNER stating that the Contract has been completed and accepted by OWNER.

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 work performed thereunder, or the Plans, specifications or drawings accompanying the same, 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 work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____, 2020.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

(Seal)

EXHIBIT "A"
PREVAILING WAGE RATES

EXHIBIT "B"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE – POLICE HEADQUARTERS

TO: **City of Kyle, Texas**
 % _____, City Representative ("Owner")

FROM: _____ ("Construction Manager")

SUBJECT: Construction Manager at Risk Agreement for City of Kyle New Police Headquarters dated as of the ___ day of _____ 20 ___, between _____, a Texas corporation (the "Construction Manager") and the City of Kyle, Texas, a Texas home rule city (the "Agreement"), for the construction management for City of Kyle New Police Headquarters as described in the Agreement (the "Work").

Capitalized words not defined herein shall have the meaning given in the Agreement.

This represents Requisition Certificate No. ___ in the total amount of \$_____ for payment of those Costs of the Work detailed in the attached documentation and payment instructions. *The documentation attached shows as completely as practicable the total value of the actual work performed by the Construction Manager and accepted by the City up to and including the last day of the preceding month. The documentation also includes the value of all equipment and materials not previously submitted for payment which have been delivered to the site or stored off-site pursuant to the Agreement, but have not yet been incorporated into the work. The Construction Manager's architect/engineer, by its signature below, represents that the documentation accurately shows the percentage of the Work completed.*

(Attach AIA Document G703 Continuation Sheet for Schedule of Values)

The undersigned Construction Manager certifies that:

1. All of the costs and expenditures for which moneys are requested hereby represent proper Costs of the Work, have not been included in a previous Progress Payment Requisition Certificate and such Costs of the Work are properly owing and payable based on the percentage of the Work completed.
2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable for fees, funds or expenses actually expended for Costs of the Work, and are properly payable as a progress payment based on the percentage of the Work completed. The moneys requested do not include moneys that are not due and payable based on the progress and percentage of completion of the Work.
3. After payment of moneys hereby requested, there will remain available a sufficient amount of the Guaranteed Maximum Price and Work Costs, as defined in the Agreement, to complete the construction of the Work.
4. All work for which Payment Requisition Certificates have been previously issued and payment

EXHIBIT "B"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE

received is free and clear of any liens, claims, security interests or encumbrances of any kind, and all sums received pursuant to this application will be applied so as to assure that no liens, security interest or encumbrances attach to the work to which this application applies.

5. All subConstruction Managers, labor, equipment and materials suppliers for the Work have been paid.

The undersigned Construction Manager and its representatives represent and agree that the above statements are, to the best of their knowledge are true and correct.

EXECUTED this _____ day of _____, 20__.

[Construction Manager]

By: _____
Name:
Title:

Reviewed and recommended for payment pursuant to the terms of the Agreement:

By: _____
Name:
Title: Architect

Approved for payment this the _____ day of _____ 20__.

City of Kyle

By: _____
Name: _____
Title: City Representative

EXHIBIT "C"

Final Affidavit of Bills Paid

TO: City of Kyle, Texas
% _____, City Representative ("Owner")

FROM: _____ ("Construction Manager")

SUBJECT: _____ (*insert name of project/work*)

Capitalized words not defined herein shall have the meaning given in the Agreement.

The undersigned Construction Manager certifies that:

1. The Project/Work is Finally Complete in accordance with the Agreement and I request that the City accept the Project/Work as Finally Complete.
2. All bills for labor, materials, and incidentals submitted by subcontractors, materialmen or third parties and included in any prior application for payment have been paid in full.
3. The Project/Work is free and clear of any liens, claims, security interests or encumbrances of any kind.
4. Any claims from manufacturers, materialmen, and subcontractors have been released, and there are no claims pending related to the Project/Work of which the Construction Manager has been notified.

EXECUTED this _____ day of _____, 200__.

[Construction Manager]

By: _____
Name:
Title:

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 _____, Construction Manager herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200__.

(SEAL)

Notary Public-State of Texas



CITY OF KYLE, TEXAS

Approve a Resolution Directing the City Manager & Director of Finance to Calculate Property Tax Rates for FY 2021 Using 8.0% Cap Instead of 3.5% Cap

Meeting Date: 7/7/2020
Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution finding City of Kyle's jurisdictional area affected by the disaster declared by the Governor of the State of Texas related to COVID-19 health pandemic which continues to have an economic impact on Kyle residents, businesses and City operations and to direct the City Manager and the Director of Finance to develop the City's proposed budget and property tax rate calculations for Fiscal Year 2021 based on a 8.0 percent rate cap instead of a 3.5 percent rate cap as allowed under Senate Bill 2. ~
J. Scott Sellers, City Manager

Other Information: Under a statute added by Senate Bill 2, a City Council may direct its designated officer or employee to calculate the voter-approval tax rate in the manner provided for a special taxing unit (an 8 percent rate, instead of a 3.5 percent rate) if any part of the city is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States. Tex. Tax Code § 26.04(c-1). The designated officer or employee shall continue calculating the voter-approval tax rate using 8 percent instead of 3.5 percent until the earlier of: 3 1. the second tax year in which the total taxable value of property in the city exceeds the total taxable value of property taxable by the city on January 1st of the tax year in which the disaster occurred; or 2. the third tax year after the tax year in which the disaster occurred.

This item was discussed during the City Council Budget Worksession #1 held on June 13, 2020. Staff recommends approval of the Resolution.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution - Property Tax Rate Cap Deferral for FY 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DIRECTING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO DEVELOP THE CITY'S BUDGET AND PROPERTY TAX RATE CALCULATIONS BASED ON A 8.0 PERCENT TAX RATE CAP INSTEAD OF A 3.5 PERCENT TAX RATE CAP AS AUTHORIZED UNDER SENATE BILL 2; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council acknowledges that the Governor of Texas declared a Texas statewide disaster due to the COVID-19 health pandemic, and

WHEREAS, the City Council acknowledges that the President of the United States of America declared a national disaster due to the COVID-19 health pandemic, and

WHEREAS, the City Council recognizes that COVID-19 health pandemic has not ended and continues to have an economic impact on residents, businesses, and the City organization, and

WHEREAS, the City Council understands that in the event of a disaster declaration, the Texas Legislature's property tax transparency bill, Senate Bill 2, allows for the deferral of the 3.5 percent tax rate cap and instead allows for the 8.0 percent tax rate cap in the calculation of property tax rate.

WHEREAS, the City Council during its Budget Worksession No. 1 held on June 13, 2020, discussed the impact of the 3.5 percent tax rate cap on the City organization as compared to the 8.0 percent tax rate cap in the calculation of property tax rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

Section 1. Findings.

The City Council of the City of Kyle finds that:

- A. The City Council has reviewed the statewide disaster declaration made by the Governor of Texas for the COVID-19 health pandemic.
- B. The City Council recognizes that the COVID-19 health pandemic has not ended in the United States of America.
- C. The City Council acknowledges that the COVID-19 health pandemic continues to have an economic impact in Hays County and in the City of Kyle including the City organization.
- D. The City Council wants to direct the City Manager and the City's Director of Finance to develop the City's budget and property tax rate calculations for Fiscal

Year 2021 based on an 8.0 percent rate cap instead of a 3.5 percent rate cap as allowed under Senate Bill 2.

- E. The recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. City Council's Direction to City Manager and the Director of Finance.

The City Council hereby directs the City Manager and the City's Director of Finance to develop the City's budget and property tax rate calculations for Fiscal Year 2021 based on an 8.0 percent rate cap instead of a 3.5 percent rate cap as allowed under Senate Bill 2.

Section 3. Authorization.

This Resolution of the City of Kyle, Texas, is hereby adopted in compliance with the requirements set forth in the Charter of the City of Kyle.

Section 4. Effective Date.

This Resolution of the City of Kyle, Texas shall take effect from and after the date of its passage as authorized by the Charter of the City of Kyle.

Section 5. Open Meetings.

It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of the said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

FINALLY PASSED AND APPROVED ON THIS THE 7TH DAY OF JULY 2020.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Vetrano, City Secretary



CITY OF KYLE, TEXAS

Approve Guidelines for Emergency Utility Bill Relief Grant Program

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Approve guidelines and eligibility requirements for implementing the Emergency Utility Bill Relief Grant Program to assist City of Kyle's inside-City residential utility customers who are experiencing financial hardships due to COVID-19 pandemic to pay for their City of Kyle provided utility services bill for the months of March 2020, April 2020, and May 2020. ~ *J. Scott Sellers, City Manager*

Other Information: The Kyle City Council has declared that the City's utility services are considered essential utility services to meet basic public health, sanitation, welfare, and public safety needs of its residents.

The Kyle City Council is considering approval of guidelines and eligibility requirements for implementing the Emergency Utility Bill Relief Grant program. This grant program is intended to assist City of Kyle's inside-City residential utility customers who are provided and billed for utility services by the City of Kyle and are experiencing financial hardships due to COVID-19 pandemic.

Under this special utility bill assistance grant program, if an inside-City residential customer meets the program eligibility requirements, the Emergency Utility Bill Relief Grant will assist in paying for the customer's City of utility bill for the months of March 2020, April 2020, and May 2020.

The following utility items are eligible and authorized for the use of grant funds under the City's Emergency Utility Bill Relief Grant program:

1. City of Kyle's utility bill for inside-City residential customer issued for utility services and billed for the following months:
 - March 2020 utility bill due April 15, 2020
 - April 2020 utility bill due May 15, 2020
 - May 2020 utility bill due June 15, 2020
2. All utility services provided by and billed for by the City of Kyle which may include the following utility services:
 - Water, wastewater, solid waste, and storm drainage
 - Monthly service charges for utility services
 - Late payment penalty
 - Service disconnection fee
 - Does not cover account deposit or other service application or new initiation fee

Please refer to the attached program guidelines for eligibility requirements and additional details. The City of Kyle intends to enter into an agreement with the Community Action, Inc., of Central Texas to provide application intake, eligibility certification, and administration services for the City's Emergency Utility Bill Relief Grant program.

The utility service disconnection for non payment that was scheduled for June 29, 2020 has been deferred to July 27, 2020.

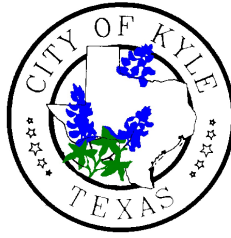
Legal Notes:

Budget Information: The funding source for the Emergency Utility Bill Relief Grant Program is from the City of Kyle's allotment of Coronavirus Relief Fund (CRF) from the Texas Department of Emergency Management (TDEM) authorized under the CARES Act.

ATTACHMENTS:

Description

- Guidelines for Emergency Utility Bill Relief Grant Program



City of Kyle, Texas
Emergency Utility Bill Relief Grant Program Guidelines
July 7, 2020

1. Program Objective

The Kyle City Council has declared that the City's utility services are considered essential utility services to meet basic public health, sanitation, welfare, and public safety needs of its residents.

The Kyle City Council has approved the implementation of the Emergency Utility Bill Relief Grant program which is intended to help City of Kyle's inside-City residential utility customers to have uninterrupted access to utility services who are experiencing financial hardships due to COVID-19 pandemic and are unable to pay their utility bills.

2. Funding Source

The funding source for this emergency financial assistance program is from the City of Kyle's allotment of Coronavirus Relief Fund (CRF) from the Texas Department of Emergency Management (TDEM) under the CARES Act.

3. Effective & Program End Date

The City's Emergency Utility Bill Relief Grant program is effective March 1, 2020 to May 31, 2020. The City Council, at its sole discretion, subject to funding availability may authorize to extend the program end date to any date prior to December 30, 2020.

4. Eligibility Requirements

City's utility customers to be eligible must meet **ALL** requirements identified below to qualify for financial assistance under the City's Emergency Utility Bill Relief Grant program:

- a. Applicant must be experiencing a financial hardship due COVID-19 pandemic.
- b. Applicant must be experiencing a financial hardship due to loss of job or reduction in income related to COVID-19.
- c. Applicant must be an inside-City residential customer with an active utility account (not account that has been closed).
- d. Applicant must be the primary individual under whose name the utility account is registered and established.
- e. Applicant's income must be at or below the federal income thresholds for low income as shown in Exhibit A as attached herewith.

5. Eligible Financial Assistance

Only the following items are eligible and authorized for the use of grant funds under the City's Emergency Utility Bill Relief Grant program.

- a. City of Kyle's utility bill issued for utility services and billed for the following months:
 - i. March 2020 utility bill due April 15, 2020
 - ii. April 2020 utility bill due May 15, 2020
 - iii. May 2020 utility bill due June 15, 2020
- b. All utility services provided by and billed for by the City of Kyle which may include utility services for water, wastewater, solid waste, and storm drainage.
- c. Monthly service charges for utility services.
- d. Late payment penalty.
- e. Service disconnection fee
- f. Does not cover account deposit or other service application or new initiation fees.

6. Financial Assistance for Utility Account Credit

The financial assistance to inside-City residential utility customers who have met the eligibility requirements and who have been approved under the City's Emergency Utility Bill Relief Grant program will be aided as follows:

- a. The customer's utility account will be applied a monetary credit for the customer's monthly utility bill issued for utility services billed for the following months and for which the payment due date is on:
 - i. March 2020 utility bill due April 15, 2020
 - ii. April 2020 utility bill due May 15, 2020
 - iii. May 2020 utility bill due June 15, 2020
- a. The monetary credit applied to the customer's utility account is not for past due utility account balance(s) outstanding prior to the program effective date of March 1, 2020.
- b. No refunds to utility customers receiving financial assistance under the City's Emergency Utility Bill Relief Grant program shall be allowed and authorized.
- c. Any unused account credit arising as a result of the customer, who has been approved to receive financial assistance under this program, having made a utility payment before the financial assistance approval, shall rollover to the next month.

7. Documentation Required

The City of Kyle inside-City residential customer to be considered for financial assistance under the City's Emergency Utility Bill Relief Grant program shall provide the following:

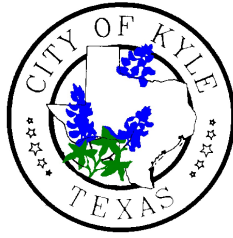
- a. Completed Application (Exhibit B attached herewith) and whichever is applicable,
 - 1) Proof of income or pay reduction (latest pay stub), or
 - 2) Proof of approved unemployment claim, or
 - 3) Letter from employer confirming business closure, layoff, or reduction in pay due to COVID-19, and
 - 4) City of Kyle Affidavit Form with justification boxes to be checked, signed and dated (Exhibit C attached herewith).

8. Outsourcing of Program Intake & Administrative Services

Due to the urgent and emergency nature and objective of the City's Emergency Utility Bill Relief Grant program, the City Manager and or their designee is hereby authorized to consider, negotiate and recommend for City Council's approval a contract with a professional organization and or a business entity for securing application intake and administration of the grant program on behalf of the City of Kyle.

9. City Council Authorization

The above program guidelines and eligibility requirements for the City's Emergency Utility Bill Relief Grant were initially reviewed on June 16, 2020 and finally approved by the Kyle City Council on July 7, 2020.



City of Kyle, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT A
Federal Annual Income Thresholds for Hays County by Household Size

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$54,700	\$62,500	\$70,300	\$78,100	\$84,350	\$90,600	\$96,850	\$103,100

Source:

U.S. Department of Housing and Urban Development (HUD) income guidelines utilized for Section 8 program. This income threshold is based on 80% of FY 2020 MFI \$97,600 for Austin-Round Rock, TX MSA which includes Hays County, Texas.



City of Kyle, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT B
APPLICATION FORM

1. Today's Date: _____
2. Applicant's Name: _____
3. Name of Account Holder: _____
4. Utility Account Number: _____ (13-digits, no dashes)
5. My Utility Account: Is Active Has Been Closed-out
6. Service Address: _____
7. Number of People in Household: _____
8. Contact Email Address: _____
9. Contact Phone Number: _____ (10-digits, no dashes)
10. My Monthly Income: _____
11. My Spouse/Partner's Monthly Income: _____
12. Reason for Requesting Emergency
Financial Assistance: Experiencing Hardship Due to COVID-19
 Loss of Job Due to COVID-19
 Reduction in Income Due to Covid-19
 Other: Please Provide Explanation Below

13. Applicant's Signature: _____



City of Kyle, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT C
AFFIDAVIT

I, _____, presently residing at _____,
Kyle, Texas 78640, County of Hays, Texas, do hereby solemnly swear that I and my family have been
experiencing financial hardships due to COVID-19 and I am unable to pay my City of Kyle utility bill.

I further solemnly swear that I have provided the following documentation as proof for:

1. Loss of job
2. Loss of income
3. Unemployment claim filed
4. Unemployment claim approved
5. Employer's letter confirming business closure, layoff, or
reduction in pay due to COVID-19
6. Other: Explanation provided by me under item #11 on the attached
application

I am requesting financial assistance under the City's Emergency Utility Bill Relief Grant Program. I
hereby agree that should the information submitted by me to receive financial assistance under the
City's Emergency Utility Bill Relief Grant Program is found to be untrue or false, any monetary credit
applied to my City of Utility account will be immediately reversed and I will be responsible for all utility
account balance.

By signing this Affidavit, I hereby attest that I have read this Affidavit, that I fully understand and
acknowledge all claims and statements made by me in this Affidavit, and that all such claims and
statements made by me in this Affidavit are completely true and accurate.

Signature of Applicant & Date



CITY OF KYLE, TEXAS

Silberberg Sidewalk Extension - Site Plan (SD-20-0070)

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Approve Silberberg Sidewalk Extension - Site Plan (4210 Benner - SD-20-0070) A sidewalk extension to connect Fairway Landing sidewalk to Benner along Kohler's Crossing right-of-way. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 6-0 to approve the site plan.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

Site Plan

LEGEND

- LIMITS OF CONSTRUCTION
- ACCESSIBLE ROUTE
- FIRE LANE
- LIGHT POLE
- FIRE HYDRANT
- LANDSCAPE AREA
- CONCRETE SIDEWALK

NOTES

1. SEE EXISTING RECORDED PLAT FOR SITE BOUNDARY AND EASEMENT INFORMATION.
2. SEE LANDSCAPE PLANS FOR LOCATIONS OF PROPOSED PLANTINGS, BENCHES, TRASH RECEPTACLES, FURNITURE AND BICYCLE RACKS.
3. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING AND FACE OF RETAINING WALL UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED, ALL PARKING LOT RADII ARE 2.0"
5. ALL SIGNS SHALL COMPLY WITH THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
6. CONTRACTOR SHALL CALL ONE-CALL CENTER (1-800-545-6005) FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN EASEMENTS OR STREET R.O.W.
7. A MINIMUM VERTICAL CLEARANCE OF 14'-0" IS REQUIRED FOR ALL DRIVEWAYS AND INTERNAL CIRCULATION AREAS ON SITE.
8. ALL HANDICAPPED PARKING SPACES SHALL BE 9'-0" WIDE MINIMUM WITH A 9'-0" ADJACENT ACCESS AISLE UNLESS OTHERWISE NOTED.
9. EVERY ACCESSIBLE PARKING SPACE MUST BE IDENTIFIED BY A SIGN, CENTERED AT THE HEAD OF THE PARKING SPACE. SEE DETAIL, SHEET 17.
10. SEE ARCHITECTURAL PLANS FOR COMPLETE BUILDING DIMENSIONS.
11. ALL THROUGHFARES DESIGNATED "FIRE LANE" ON THIS SITE PLAN SHALL BE RED WITH WHITE STENCILING READING "FIRE LANE / NO PARKING" IN LETTERING AT LEAST 3-INCHES HIGH. THE STENCILING SHALL BE AT INTERVALS 30 FEET OR LESS.
12. SEE ARCHITECTURAL PLANS FOR SITE LIGHTING PLAN AND DETAILS.
13. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF KYLE.
14. FOR DRIVEWAY CONSTRUCTION: THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS FOR RELOCATION OF, OR DAMAGE TO UTILITIES.
15. SEE SHEET 21 FOR PAVEMENT SECTION DETAILS.
16. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH CROSS SLOPES OF LESS THAN 2.0% AND RUNNING SLOPES OF LESS THAN 5.0% SLOPES FOR ALL SIDEWALKS ADJACENT TO ALL PROPOSED DOORS, HANDICAPPED PARKING AREAS AND AT ALL SIDEWALK INTERSECTIONS AND/OR TURNS SHALL BE LESS THAN 2.0% IN ALL DIRECTIONS. SEE SPOT ELEVATIONS ON SHEET 9.
17. EACH BUILDING SHALL HAVE AN INDIVIDUAL KNOX BOX. IN ADDITION TO BUILDING KEYS, THE OWNER SHALL PROVIDE A KEY TO THE LOCK ON THE LADDER FOR FOR EACH BUILDING.
18. THE REAR DOORS OF EACH SUITE SHALL BE LABELLED WITH THE SUITE NUMBER AND BUSINESS NAME FOR FIRE DEPARTMENT IDENTIFICATION.

	PHASE 1	PHASES 1 & 2	PHASES 1, 2 & 3	PHASES 1, 2, 3 & 4
TOTAL AREA (S.F.)	105,720			
TOTAL AREA (AC.)	2.427			
PROPOSED CONDITIONS:				
TOTAL FLOOR AREA (SF)	6,382	13,402	19,535	27,545
FLOOR AREA RATIO	0.06:1.00	0.13:1.0	0.18:1.0	0.26:1.0
TOTAL IMPERVIOUS COVER (SF)	28,866	51,831	71,016	80,202
TOTAL IMPERVIOUS COVER (AC)	0.66	1.19	1.63	1.84
TOTAL IMPERVIOUS COVER (%)	27.3	49.0	67.2	75.9
BUILDING COVERAGE (SF)	6,382	13,402	19,535	27,545
BUILDING COVERAGE (%)	6.0	12.7	18.5	26.1
PARKING SUMMARY:				
VAN ACCESSIBLE SPACES	2	6	8	8
STANDARD SPACES	48	82	120	120
TOTAL SPACES	50	88	128	128
PARKING RATIO	128	152	153	215

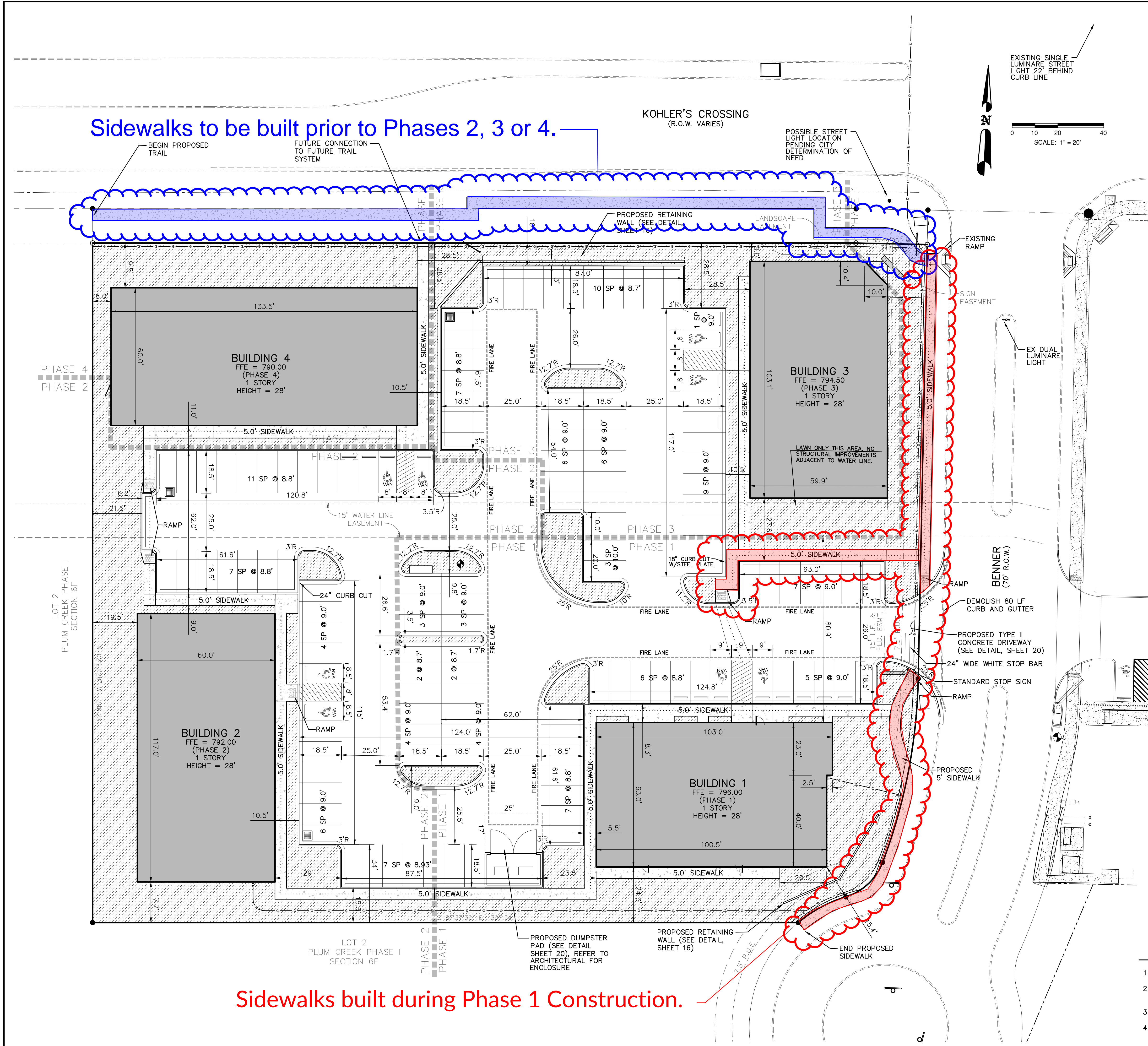
LEGAL DESCRIPTION: LOT 3, BLOCK A, PLUM CREEK PHASE I, SECTION 6F
 PER SECTION 53-33 (n)(4) OF CITY OF KYLE CODE, UP TO 50% OF THE STANDARD PARKING SPACES MAY BE BETWEEN 8.5' AND 9.0 FEET IN WIDTH. THIS PROJECT PROPOSES 61 STANDARD SPACES 9.0' OR WIDER AND 59 STANDARD SPACES BETWEEN 8.7' AND 9.0' IN WIDTH (49%)

ACCESSIBILITY NOTES

1. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
2. ACCESSIBLE PARKING SPACES MUST BE LOCATED ON A SURFACE WITH A SLOPE NOT EXCEEDING 1:50.
3. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50.
4. GROUND SURFACES ALONG ACCESSIBLE ROUTES SHALL BE STABLE, FIRM AND SLIP RESISTANT.

Sidewalks to be built prior to Phases 2, 3 or 4.

Sidewalks built during Phase 1 Construction.



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 Austin, Texas 78750
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 www.axiomtx.com
 Texas P.E. Firm No. F-43

AXIOM
 Engineers, Inc.

Silberberg Development
 4210 BENNER, KYLE, TEXAS

SITE PLAN

DESIGNED: ADR
 APPROVED: ADR
 FILE: SILB-SITE
 JOB NO.: 282-01
 DATE: JULY 2016
 SHEET 4 OF 26

REVISION NO. DATE
 APPVD



CITY OF KYLE, TEXAS

Professional Services Agreement with Black & Veatch Corporation

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a purchase order to BLACK & VEATCH CORPORATION, San Antonio, Texas, in an amount not to exceed \$1,080,000.00 for professional engineering services for construction management and construction inspection for the expansion of the City of Kyle wastewater treatment plant. ~ *Leon Bara, P.E., City Engineer*

Other Information: The City of Kyle engineering department has negotiated and accepted a detailed scope of services for construction management and construction inspection for the construction phase of the City of Kyle Wastewater Treatment Plant Expansion. Black & Veatch Corporation was selected and approved by City Council on April 21, 2020.

Legal Notes: N/A

Budget Information:

ATTACHMENTS:

Description

- COK Contract with Black & Veatch CM-CI
- City of Kyle WWTP Expansion Project Fee Workbook

**CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES FOR
THE CITY OF KYLE WASTEWATER TREATMENT PLANT EXPANSION**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS IS AN AGREEMENT by and between the CITY OF KYLE, Texas, a Texas home rule City (hereinafter called "CITY"), acting through its duly authorized agent, Travis Mitchell, Mayor, and BLACK & VEATCH CORPORATION, (hereinafter called "ENGINEER") for engineering services (hereinafter called the AGREEMENT").

WHEREAS, the ENGINEER has provided a detailed scope of services for the construction management and construction inspection for the construction phase of the City of Kyle Wastewater Treatment Plant Expansion, hereinafter called the "PROJECT";

WHEREAS, the CITY desires to obtain professional engineering services in connection with the PROJECT; and

WHEREAS, the ENGINEER is qualified and capable of performing the professional engineering construction management and construction inspection proposed herein, which are acceptable to the CITY, and is willing to enter into an AGREEMENT with the CITY to perform such services.

NOW, THEREFORE, for and in consideration of the payment terms and performance obligations herein described, the parties hereto do mutually CONTRACT and AGREE as follows:

**ARTICLE 1
RETAINER**

The CITY agrees to retain the ENGINEER, and the ENGINEER agrees to perform professional services in connection with the PROJECT as an independent contractor and professional consultant as set forth in the sections following; and CITY agrees to pay, and the ENGINEER agrees to accept fees as specified in the sections following as full and final compensation for the work accomplished.

It is understood and agreed that no professional services of any nature shall be undertaken under this AGREEMENT by the ENGINEER until ENGINEER is instructed in writing by the CITY's representative to commence with the work.

**ARTICLE 2
PROFESSIONAL QUALITY**

ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion and retainage of all inspection reports, assist in coordination of activities between contractor and CITY to minimize conflicts with CITY's operation of the existing wastewater treatment plant, observance of contractors workmanship for compliance with construction plans, timely coordination of red line drawings, review of contractors construction sequencing, and other tasks (collectively the Construction Management and Construction Inspection outlined in the Scope of Services) furnished by the ENGINEER under this AGREEMENT.

Approval by the CITY of PROJECT DOCUMENTS, including construction plans and specifications, manuals, services, and incidental engineering services shall not in any way relieve the ENGINEER of

responsibility for the technical accuracy of the engineering services performed. The CITY's review, approval, or acceptance of, or payment for any of the services described herein shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

ARTICLE 3 CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES

ENGINEER agrees to perform CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations in this AGREEMENT. The ENGINEER shall perform CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION necessary for the PROJECT as follows:

TASK 1000 CONSTRUCTION ADMINISTRATION SUPPORT SERVICES.

Black & Veatch as the Construction Manager (CM) will conduct construction administration support services related to the execution of Black & Veatch's scope of services for the CITY throughout the construction duration. Services provided shall include:

1. Project Kickoff Meeting: Facilitate a project initiation meeting to review CITY's requirements for the project, review pertinent available project data, review project staffing and organization, present initial work plan, and present initial work schedule.
2. Project Documentation: Provide construction management related documentation including monitoring of construction progress and schedule.
3. Progress Review Meetings. Coordinate informal meetings with the CITY to review progress and exchange ideas and information. Prepare and distribute minutes for project meetings. A total of 8 progress meetings are anticipated over the course of construction. Additional meetings for construction phase site visits are covered under those tasks.
4. Invoice Submittals. Prepare and submit monthly invoices. Each submittal will include a summary of activities of which the current invoice is recovering costs incurred for that billing cycle.

Task 1000.1 Web-Based Enterprise Project Management Information System (PMIS):

The CM shall utilize the Engineer of Record's (EOR) provided PMIS for project electronic document storage, retrieval, and archiving. The EOR will provide necessary access to the CM team members, will develop file structures, and will provide for project setup and training. The CM shall administer their services for the project within the PMIS, including posting of project documentation as associated with the CM services provided.

Task 1000.2 Project Management Plan (PMP)

The CM shall develop and implement a PMP that is comprehensive to how Black & Veatch manages their internal processes as well as details the manner in which the CM activities performed by Black & Veatch will be planned, managed, and executed. The PMP must define the approach that the CM will use to deliver the Project and how project related information will be communicated. The CM shall update the PMP, ~~Item # 16~~, to reflect changes in the Project. The PMP shall include the following plans:

- Construction Management Plan – The CM shall develop a Construction Management Plan indicating the roles and responsibilities of the CM’s employees, the CM’s Subconsultants’ employees (if any), and the CM’s Experts, and how they integrate into the delivery of the project in accordance with CITY’s requirements. The plan will include project organization, contacts and lines of communications, filing system, budget, and schedule.
- Health and Safety Plan – The CM shall develop a Health and Safety Plan that will guide the safe execution of the project for the assigned Black & Veatch professionals.
- Quality Management Plan (QMP) - The CM shall develop and/or update a QMP describing how Quality Assurance and Quality Control (QA/QC) will be implemented by the CM and CI (Construction Inspector) based upon the specific requirements of the construction contracts to ensure that all City, design, code, and industry standards are met. The QMP must ensure that the construction management goals are achieved, and all facets of the construction contract requirements are met. The QMP will integrate the roles and responsibilities that the CITY and ENGINEER will be required to fulfill within the overall QA/QC process of plant construction.
- Closeout Plan. In collaboration with the CITY and ENGINEER, a Closeout Plan will be developed to identify all closeout activities, timeline for activities to occur, and responsible party or point of contact.

Task 1000.3 Kick-Off Meeting with CITY

The CM shall attend a kick-off meeting with the CITY to:

- Review the planned roles and responsibilities of the CM, the CI, the Subconsultant’s employees, and Technical Experts; and
- Review the Project’s scope, schedule, budget, project control processes, and deliverables.

TASK 2000 CONSTRUCTION MANAGEMENT

PHASE 2300 CONSTRUCTION MANAGEMENT SERVICES

A full time CM and part-time assistants will observe the Contractor's work and perform the services listed below. The CM and assistants shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Black & Veatch. The CM will exercise stop work authority as delegated by the CITY in the event of an identified Immediate Danger to Life or Health condition. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the CM are as follows:

A. Site Observations and Liaison with CITY and Contractor

1. The CITY, through the Contractor, will provide a lockable office, furniture, and internet access during the duration of construction.
2. Conduct onsite observations of the general progress of the work to assist CITY and EOR in determining if the work is proceeding in accordance with the construction contract documents.
3. Serve as CITY's liaison with the Contractor, working principally through the Contractor's

superintendent, and assist CITY and EOR in providing interpretation of the construction contract documents. Transmit CM's clarifications and interpretations of the construction contract documents to the Contractor.

4. Assist OWNER in serving as CITY's liaison with the Contractor when the Contractor's operations affect CITY's onsite operation.
5. Report to CITY and EOR, giving opinions and suggestions based on the CM's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. These opinions and observations are exclusive of special inspections and structural observation to be conducted by others.
6. Advise CITY, EOR and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by EOR.
7. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
8. Review the Contractors' construction sequence for all construction work undertaken simultaneously.
9. Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with CITY's activities.
10. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents. These inspections are exclusive of special inspection activities performed by others.
11. Coordinate onsite materials testing services, performed by CITY's contracted materials testing firm, during construction. Copies of testing results will be forwarded to CITY and EOR for review and information. Materials testing contained as part of special inspections are the responsibility of the approved agency conducting such work and reporting is made in accordance with the program for special inspections.
12. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to CITY and EOR, as appropriate.

B. Outside Liaison and Public Information Services

1. All outside liaison and public information services will be handled by CITY.

C. Meetings, Reports, and Document Review and Maintenance

1. Attend the preconstruction conference and assist ENGINEER in explaining administrative procedures that will be followed during construction. Agenda and meeting minutes will be prepared by CITY and EOR with input from the CM.
2. Schedule and attend monthly progress meetings, and other meetings with CITY and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project. Agenda and meeting minutes will be prepared by CITY and EOR with input from the CM.
3. Submit to CITY, a monthly construction progress report containing a summary of the Contractor's

progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Special inspections reports are submitted by others per schedule and procedures established in the program for special inspections.

4. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with CITY concerning their acceptability.
5. Review submittals for familiarity with all construction equipment and materials. Receipt and processing of submittals will be administered by the EOR.
6. Report to CITY and EOR regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise CITY and EOR whether the work should be corrected or rejected, or should be uncovered for observation, or requires additional testing, inspection, or approval. The responsibilities of any special inspector or agent to report deficiencies in accordance with the program of special inspections is not to be amended or altered and may be the basis for the knowledge.
7. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to CITY, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
8. Record date of receipt of shop drawings samples. Receive samples that are furnished at the site by the Contractor and notify CITY and EOR of their availability for examination.
9. During the course of Work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items installed; and deliver this material to EOR for his review and forwarding to CITY prior to final acceptance of the work. This is exclusive of any verifications contained as part of the program of special inspections.
10. Ensure Contractor is maintaining a marked set of drawings and specifications at the jobsite based on changes occurring in the field. This information forms the basis by which the EOR will prepare the conformed to construction records documents.
11. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements. This is exclusive of items contained in the program of special inspections reviewed or verified by others.
12. Participate in coordinating facility start-up, testing and commissioning services between the CITY, EOR, and Contractor. Development of startup, testing, and commissioning plans will be handled by others.

D. Maintain the following documents at the jobsite.

1. Correspondence files.
2. Reports of jobsite conferences, meetings, and discussions among the EOR, CITY, and Contractor.
3. Submittals of shop drawings and samples.

4. Reproductions of original construction contract documents and addenda.
5. Change orders.
6. Field orders.
7. Additional drawings issued subsequent to execution of the construction contract documents.
8. Progress reports.
9. Names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

E. Maintain a daily diary or log book of events at the jobsite.

The diary or log book shall remain the property of CM. It will include the following information:

1. Days the Contractor worked on the jobsite.
2. Contractor and subcontractor personnel on jobsite.
3. Construction equipment on the jobsite.
4. Observed delays and causes.
5. Weather Conditions.
6. Data relative to claims for extras or deductions.
7. Daily activities.
8. Observations pertaining to the progress of the work.
9. Materials received on jobsite.

F. Assistance in Certification of Substantial Completion

1. Before EOR issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
2. Assist EOR in conducting final inspection in the company of CITY and the Contractor and prepare a final list of items to be completed or corrected.
3. Verify that all items on the final list have been completed or corrected and make recommendations to EOR concerning acceptance.

PHASE 4400 MATERIALS TESTING

Assist in coordinating onsite materials testing services during construction. Copies of testing results will be forwarded to City/EOR for review and information. Material testing services will be provided by the CM. Item #16

PHASE 4500 SPECIAL INSPECTIONS

Special Inspections are not anticipated to be performed by the CM. The CM will work collaboratively with the CITY's separately contracted materials testing firm to obtain specified field-testing information required by the construction contract documents. If Special Inspections are required, the CM will obtain written approval to utilize Supplemental Service funds.

ARTICLE 4 COMPENSATION

- A. For the services covered by this AGREEMENT, the CITY agrees to pay the Engineer an amount not-to-exceed \$1,080,000.00 (One Million Eighty Thousand Dollars).
- B. The Engineer shall be compensated for the services in accordance with the following billing rates. The indicated rates account for labor, overhead, profit, and expenses.

Labor Category	2020
Construction Manager	\$158.00
Construction Inspector	\$132.00
Project Manager	\$270.00
Civil Engineer	\$156.00
Electrical Engineer	\$193.00
Instrumentation Engineer	\$193.00
Safety Engineer	\$174.00
Project Scheduler	\$117.00
Accounting	\$87.00
Project Administration	\$83.00

The indicated billing rates shall be increased 3% each January 1st throughout the duration of the Project.

ARTICLE 5 SERVICES BY THE CITY

5.1 In general, the CITY will render services as follows:

5.1.1 Provide available criteria and full information as to the CITY's requirements for the PROJECT.

5.1.2 Assist the ENGINEER by placing at its disposal all available written data pertinent to the construction management and construction inspection of the PROJECT, and any other data affecting the construction of the PROJECT.

5.1.3 Respond in writing no later than thirty (30) days to requests by the ENGINEER for authorization to proceed with specific activities deemed desirable.

5.1.4 Timely provide to ENGINEER information that is required or necessary for the orderly progress of the work.

5.2 The ENGINEER will be entitled to rely upon the CITY's Engineer regarding decisions made by the CITY pertaining to this PROJECT and rely upon the accuracy and completeness of all information and data provided by or through the CITY or its ENGINEER; further, all notices or information will be deemed made when conveyed in writing to the ENGINEER.

**ARTICLE 6
PROJECT DOCUMENTS**

- 6.1** All documents including, but not limited to, correspondence files, daily diary or log book, copies of materials testing reports, will upon payment of all amounts rightfully owed by the CITY to the ENGINEER herein be the property of the CITY and will be available to the CITY no later than thirty (30) days from the date the CITY makes a verbal or written request to ENGINEER. ENGINEER, its subcontractors, agents and employees will be liable to the CITY for any loss or damage to any such documents while they are in the possession of or while being worked upon by the ENGINEER or anyone connected with it. All documents so lost or damaged will be replaced or restored by ENGINEER without cost to the CITY. Any reuse or modification of such documents for purposes other than those intended by the ENGINEER shall be at the CITY's sole risk and without liability to the ENGINEER unless said unintended reuse or modification occurs as a result of ENGINEER's negligence, malfeasance, or willful misconduct. Upon completion of the PROJECT, all documents shall be transferred to the CITY. ENGINEER shall not be required to maintain the records but may do so in accordance with its Document Retention Policy.

**ARTICLE 7
NOTICE TO PROCEED**

- 7.1** It is understood and agreed that the ENGINEER will work as an Independent Contractor by the CITY, will have ultimate control of the services to be rendered except as otherwise provided in this Agreement or in the event said control shall be in violation of this Agreement, and that no work will be done under this Agreement until the ENGINEER is instructed in writing to proceed with the work. In the event the ENGINEER does work before it is instructed in writing to proceed, the CITY shall not be obligated or in any way liable for payment of compensation or other reimbursements to the ENGINEER.

**ARTICLE 8
ASSIGNMENT**

- 8.1** The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

**ARTICLE 9
TERM & TERMINATION**

- 9.1** In connection with the work outlined in this Agreement with a , it is agreed and fully understood by the ENGINEER that the CITY may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon fifteen (15) days written notice to the ENGINEER with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract will cease. As a condition precedent for termination for cause, the ENGINEER shall have the fifteen (15) day notice period to cure such cause and shall have failed to so cure. Before the end of such fifteen (15) day period, ENGINEER will invoice CITY for all work completed satisfactorily to the CITY and will be compensated in accordance with the terms of this Agreement. All correspondence files, daily diary or log book, copies of materials testing reports other data work related to the PROJECT will become the property of the CITY upon termination of the Agreement.
- 9.2** Nothing contained in paragraph 9.1 above will require the CITY to pay for any work which fails to meet the Standard of Care. The CITY will not be required to make any payments to the

ENGINEER when the ENGINEER is in default under this Agreement. The CITY and the ENGINEER retain their respective rights and remedies under law and this Agreement does not, nor shall be interpreted, to waive or otherwise modify said rights.

- 9.3** The ENGINEER understands and agrees that time is of the essence and that any failure of the ENGINEER to complete its services within the time limit established herein solely due to the fault of the ENGINEER will constitute a material breach of this Agreement. However, it is agreed that ENGINEER must use sound professional practices performed in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Hays County, Texas. The ENGINEER will be fully responsible for any delays or for failures to use its professional efforts in developing contractual documents in accordance with the terms of this Agreement. Where damage is caused to the CITY due to the ENGINEER 's failure to perform in this manner, as determined by the governing body of the CITY, the CITY may withhold all or any portion of the ENGINEER's payments hereunder without waiver of any of either Party's additional legal rights or remedies.
- 9.4** The ENGINEER will have the right to terminate this Agreement, upon fifteen (15) days written notice to the CITY should the CITY fail to perform its obligation herein to the satisfaction of the ENGINEER. In the event of termination, the ENGINEER will be paid for all services rendered to date of termination. Nothing contained herein will constitute a waiver of ENGINEER 's right to bring a suit for damages or to enforce specific performances of this Agreement under these circumstances. In the event of termination hereunder, ENGINEER will invoice CITY for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of the Agreement.
- 9.5** Notwithstanding anything contained herein to the contrary, the CITY will have the right to withdraw from this Agreement in the event of non- appropriation of funds by its governing body, and providing ten (10) days written notice from CITY to ENGINEER.

ARTICLE 10 VENUE

- 10.1** Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will lie exclusively in a court of competent jurisdiction Hays County, Texas, and such court will interpret this Agreement in accordance with the laws of the State of Texas.

ARTICLE 11 ENTIRE AGREEMENT

- 11.1** This instrument represents the entire understanding between the CITY and the ENGINEER in respect to the PROJECT and may only be modified in writing signed by both parties.

ARTICLE 12 SEVERABILITY

- 12.1** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

ARTICLE 13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- 13.1** Approval by the CITY will not constitute nor be deemed a release of the responsibility and liability of the ENGINEER, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the CITY for the ENGINEER's negligent acts, errors or omissions in the performance of the professional services that are the subject of this Agreement, including the preparation of the designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the CITY for ENGINEER's negligent acts, errors or omissions in the performance of the professional services that are the subject of this agreement, including the preparation of the designs, drawings, or other documents prepared by the ENGINEER, its employees, subcontractors, agents and consultants.
- 13.2** The CITY agrees the ENGINEER is not responsible for damages arising from any circumstances beyond the ENGINEER's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; quarantines, epidemics changes in applicable laws, regulations or orders of a government agency, failure of any governmental agency to act in a timely manner; failure of performance by the CITY or the CITY's other subcontractors or consultants; or discovery of any hazardous substances or differing and unforeseeable site conditions.

For clarity the parties acknowledge that this Agreement is being entered into in the context of a pandemic (known as the COVID -19 pandemic); which has the potential to cause disruptions and delays to the work beyond the parties' control. The Parties agree the delays caused by or related to the COVID-19 pandemic (including changes in governmental orders or regulations) will be considered an excusable delay in accordance with section 13.2.

ARTICLE 14 INDEMNIFICATION

- 14.1** The ENGINEER will indemnify and hold the CITY and all of its councilmembers, officers, agents, servants, and employees harmless from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to property and injuries, including death, to all persons, whether caused by ENGINEER or its officers, agents, employees, subcontractors, licensees, or invitees to the extent caused by any act of negligence or intentionally wrongful act or material breach of any obligation under this Agreement, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewith resulting from such act of negligence or intentional act or breach for which ENGINEER is found to be legally liable.

In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. ENGINEER's total aggregate liability to the CITY under this Agreement whether arising under breach of warranty or contract, tort strict inability indemnity, or any other theory of legal liability, shall not exceed the compensation actually received by ENGINEER under this Agreement.

shall survive the completion of the work on the PROJECT.

It is understood and agreed that the indemnity and defense obligations contained and described herein shall be interpreted in accordance with Texas law current as of the date of this Agreement and that any indemnity or defense obligation, if at all, shall be claimed, interpreted and enforced on a comparative basis of fault and responsibility. Neither Party to this Agreement will allege, claim, file suit or otherwise demand that the other Party provide any indemnity or defense as such may relate to the negligent acts, errors or omissions of the claiming Party.

ARTICLE 15 INSURANCE

15.1 The ENGINEER will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by ENGINEER 's negligent act, or error or omission in an amount of \$250,000 per claim and \$1,000,000 annual aggregate. ENGINEER agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims-made basis, for a period of not less than two (2) years after the PROJECT is complete and provide proof of such continuing coverage providing such coverage is readily available and financially feasible. ENGINEER further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if ENGINEER changes insurance carriers during this extended indemnity period.

ENGINEER will further maintain general commercial liability coverage with limits for damages resulting from bodily injury or death of \$500,000 per person and \$1,000,000 per occurrence, and \$1,000,000 per occurrence for property damage, or single limit of \$1,000,000. Engineer will maintain Worker's Compensation insurance coverage as required in statutory amount for Coverage A and \$250,000 for Coverage B.

ENGINEER further agrees that with respect to the above required liability insurance, the CITY will:

1. Be named as additional insured for general liability insurance.
2. Be provided with a waiver of subrogation, in favor of CITY (other than on professional liability insurance).
3. Be provided with thirty (30) days advance written notice of cancellation, or nonrenewal (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate).
4. Upon execution of this Agreement by ENGINEER, be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above limits and requirements and subject to approval by the City Attorney, as so requested by the City.

The insurance requirements set out in this section are independent from all other obligations of ENGINEER under this Agreement and apply whether or not required by any other provision of this Agreement.

ARTICLE 16 COMPLIANCE WITH LAWS

16.1 The ENGINEER, its consultants, agents, employees and subcontractors, will comply with all applicable federal and state laws, the Charter and Code of Ordinances of the City of Kyle, and all other applicable rules and regulations promoted by all local, state and national boards, bureaus, and agencies.

ARTICLE 17 NOTICES

17.1 This Agreement will be administered on the CITY's behalf by the City Engineer. All notices, documentation, or questions arising under this Agreement should be addressed to the CITY's Engineer at:

Leon Barba, P.E.
City Engineer
Kyle City Hall
100 W. Center Street
Kyle, Texas 78640

All written notices from CITY to ENGINEER will be addressed to the ENGINEER as follows:

Joseph Aillet, P.E BLACK &
VEATCH CORPORATION
14100 San Pedro Avenue, Suite #570
San Antonio, TX 78232

ARTICLE 18 CAPTIONS

18.1 The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.

ARTICLE 19 MEDIATION

19.1 In the event a dispute arises between the CITY and the ENGINEER in the application or interpretation of this Agreement, or one or more of its provisions, the Parties may mutually agree to take such dispute to a mediator mutually agreed upon by both parties to this Agreement for resolution. Neither Party is bound to the mediator's decision.

ARTICLE 20 EXECUTION AND EFFECTIVE DATE OF AGREEMENT

20.1 The execution of this Agreement shall proceed as follows: the Agreement shall be submitted to the City Attorney for review, whereupon signature of the ENGINEER shall be affixed hereto, and then to the City Council for final review and approval. After such approval from the City Council, the Agreement shall then be signed by the Mayor. This Agreement will become effective immediately upon the signature of both parties. An executed original of this Agreement shall be kept on file in the City Secretary's office.

ARTICLE 21 INDEPENDENT CONTRACTOR

ENGINEER shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the CITY. The Work to be performed by ENGINEER shall be subject to the CITY's review, approval and acceptance but the detailed manner and method of performance shall be under the control of ENGINEER. The accuracy, completeness, and scheduling of the work and the application of proper means and methods for performance of the work are entirely the responsibility of ENGINEER. ENGINEER shall be solely responsible for hiring, supervising and paying its employees. ENGINEER shall

be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to ENGINEER's employees. However, because ENGINEER's work may be associated in the minds of the public with CITY, ENGINEER shall ensure that all Work by its employees is performed in an orderly, responsible and courteous manner.

ARTICLE 22 INTERESTED PARTY

ENGINEER acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by a business entity entering a contract with a local government entity such as the CITY. ENGINEER confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the CITY at the same time ENGINEER executes and submits the Contract to CITY. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Contract is not effective until the requirements listed above are satisfied and any award of the Contract by CITY is expressly made contingent upon ENGINEER's compliance with such requirements. The signed Form 1295 may be submitted to CITY in an electronic format.

ARTICLE 23 CONFLICTS OF INTEREST

ENGINEER acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as CITY. ENGINEER confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> seven (7) days of the date of submitting this Contract to CITY or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

ARTICLE 24 VERIFICATION UNDER CHAPTER 2271, TEXAS GOVERNMENT CODE

For purposes of Chapter 2271 of the Texas Government Code, ENGINEER represents and warrants that, at the time of execution and delivery of this Contract, neither ENGINEER, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with ENGINEER and exists to make a profit.

ARTICLE 25
VERIFICATION UNDER CHAPTER 2252, TEXAS GOVERNMENT CODE

ENGINEER represents and warrants that, neither ENGINEER, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes ENGINEER and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. ENGINEER understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with ENGINEER and exists to make a profit.

IN WITNESS WHEREOF, the City of Kyle, Texas has caused these presents to be executed by its Mayor and attested by its City Secretary and executed by Joe Aillet, P.E., Associate Vice President on behalf of **BLACK & VEATCH CORPORATION**.

Executed to be effective as of the ____ day of _____, 2020.

CITY OF KYLE, TEXAS

**BLACK & VEATCH
CORPORATION**

By: _____

By: Joseph R. Aillet

Name: Travis Mitchell
Title: Mayor

Name: Joseph R Aillet P.E.
Title: Associate Vice President

ATTEST: _____
City Secretary

Owner: [City of Kyle](#)

Project: [Kyle Wastewater Treatment Plant Expansion CM/CI](#)

PHASE/Task (Billing Rate, \$\$,Hr.)	PHASE	Admin	Scheduler	Safety Engineer	Project Manager	Civil Engineer	Construction Manager	Construction Inspector	Electrical Engineer	I&C Engineer	Accounting	SUBTOTAL, hours	TOTAL Billings +(3% Yearly escalation)
		\$83.00	\$117.00	\$174.00	\$270.00	\$156.00	\$158.00	\$132.00	\$193.00	\$193.00	\$87.00		
WORK BREAKDOWN STRUCTURE													
Construction Administration Support Services	1000	600	124	-	100	20	-	-	-	-	200	1,044	\$ 111,828
Web-Based Enterprise PMIS	1000.1	-	-	-	4	4	4	-	-	-	-	12	\$ 2,336
Project Management Plan	1000.2	-	-	8	8	12	4	-	-	-	-	32	\$ 6,056
Kick-Off Meeting with Owner	1000.3	-	-	-	4	4	4	-	-	-	-	12	\$ 2,336
Construction Management	2000	-	-	40	32	-	-	-	-	-	-	72	\$ 15,600
Resident Project Representative Services	2300.0	-	-	-	-	-	-	-	-	-	-	-	\$ -
Site Observations and Liaison with Owner and Contractor	2300.A	-	-	-	100	-	4,288	1,220	120	120	-	5,848	\$ 911,864
Material Testing	4400.0	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total, Hours		600	124	48	248	40	4,300	1,220	120	120	200	7,020	
Total, Billings		\$ 49,800	\$ 14,508	\$ 8,352	\$ 66,960	\$ 6,240	\$ 679,400	\$ 161,040	\$ 23,160	\$ 23,160	\$ 17,400		\$ 1,080,000

*The total fee of \$1,080,000 includes 3% annual salary increase in the amount of \$29,980.00
The annual salary increase is applied for year 2021 and four months in year 2022, which equals to an escalation factor of 1.028.*



CITY OF KYLE, TEXAS

2020 Miscellaneous Streets Resurfacing

Meeting Date: 7/7/2020
Date time: 7:00 PM

Subject/Recommendation: Approve a contract with VIKING CONSTRUCTION, INC., Georgetown, Texas in an amount not to exceed \$495,866.60 for the 2020 Miscellaneous Streets Micro-Surfacing Project. ~ *Leon Barba, P.E., City Engineer*

Other Information: City Council approved Resolution No. 1093 on March 20, 2018, authorizing Mr. Scott Sellers to sign an Interlocal Purchasing Agreement with Grand Prairie that provided for a cooperative purchasing program for goods and services, which included micro-surfacing. Utilizing this interlocal purchasing agreement, the City will be micro-surfacing the following fourteen (14) streets:

1. Sanders Lane – Between Fairway and Kohlers Crossing
2. McNaughton – Between Fairway and Mather Road
3. Mather Road – Between Negley and Hartson
4. Autumn Sage Pkwy – Between Camelia Pkwy and Rebel Drive
5. Hawthorn Drive – Between Hometown Pkwy and Rebel Drive
6. Steeplechase Blvd – Between Goforth Road and Brandi Circle
7. Newbridge Drive – Between FM 150 and Holly Groove St
8. Musgrav – Between Stennis and Enterprise
9. Kyle Crossing – Between Old Bridge Trail and Kohlers Crossing
10. Enterprise – Between Musgrav and Old Post Road
11. Amber Oak Drive – Between Amberwood Loop and Cherrywood
12. Cherrywood – Between Amberwood Loop and Windy Hill Road
13. Stennis – Between Atlantis and Goddard
14. Lox – Between FM 150 and Stennis

The micro-surfacing treatment portion of the contract is \$429,909.90. Exhibit 3, the striping portion of the contract, is \$65,956.70 totaling \$495,866.60.

Legal Notes: N/A

Budget Information: A Fiscal Note is attached.

ATTACHMENTS:

Description

- Exhibit 1
- Exhibit 2
- Exhibit 3

Exhibit 1

Master Interlocal Cooperative Purchasing Agreement
Between the City of Kyle and the City of Grand Prairie

Micro Surfacing and Slurry Seal Services Contract Between
City of Grand Prairie and VIKING Construction, Inc.

Micro Surfacing and Slurry Seal Services Contract Between
City of Grand Prairie and VIKING Construction, Inc –
Amendment 2

ID

9446

Department:
Purchasing for Streets

Vendor Name:
Viking Construction, Inc.

Project Name:
17041 R2 Micro Surfacing & Slurry Seal Treatment Srv - Viking Construction - Amendment 2

Work Order Number(s):

Account Number:
232010-63030

Contract Amount:
\$500,000.00

Implementation Date:
3/1/2019

Termination Date:
2/28/2020

City Council Appr. Date:
2/21/2017

Insurer A Name:
Zurich American Ins Co

Insurer A Expiration:
3/1/2019

Insurer B Name:
Travelers Property Cas Co of

Insurer B Expiration:
3/1/2019

Insurer C Name:
American Zurich Ins Co

Insurer C Expiration:
3/1/2019

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
Bryce Davis, Purchasing Manager

BD

Department Manager Signature:

Patricia C. Mercer

Date:

January 8, 2019

City Attorney Signature:

M. Segal

Date:

1/11/19

City Manager/Deputy City Manager Signature:

[Signature]

Date:

1.11.19

City Secretary Signature:

Cd

Date:

1-14-2019

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY," and **VIKING CONSTRUCTION, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide micro-surfacing & slurry seal treatment services per bid award resulting from vendor's response to RFB #17041, submitted by Dan Welsh on January 30, 2017; and

WHEREAS, the above referenced contract was written for the not to exceed amount of \$500,000.00 at the unit prices quoted. This Contract was effective as of February 22, 2017, and was to terminate at midnight on February 28, 2018, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on January 20, 2018 included a price redetermination and extended the term of the contract through February 28, 2019; and

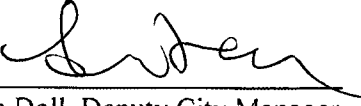
WHEREAS, the above referenced contract provides that VENDOR may request a price redetermination under this agreement so long as the request is substantiated in writing (Exhibit A); and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

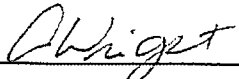
1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on February 28, 2020, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The CITY agrees that the price redetermination (Exhibit A) is acceptable and in the best interest of the CITY; and
3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$500,000.00; The total estimated amount to be paid to VENDOR if all allowable contract renewals are executed shall not exceed \$2,500,000.00; and
4. This shall constitute an Authorization for extension of contract as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 3 day of January, 2019.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Anna Doll, Deputy City Manager

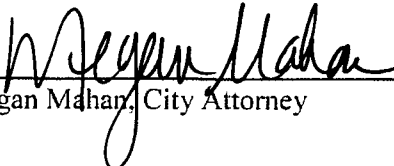
VIKING CONSTRUCTION, INC

By: 
Printed
Name: Adele Wright
Title: Controller

ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney



VIKING
Construction, Inc.

2592 Shell Road
Georgetown, TX 78628
Office 1(512)930-5777 ▼ Facsimile 1(512) 868-1955

*Preserving Texas roads with
pride and integrity.*

Specializing in Micro-Surfacing and
Slurry Seal Pavement Maintenance

City of Grand Prairie
Mr. Bryce Davis
Purchasing Manager

RE: RFB #17041
Micro-Surfacing & Slurry Seal Services

Mr. Davis,

Viking Construction would like to thank you for your use of Micro-Surfacing under the above-mentioned contract over the past 2 years. We also appreciate you allowing surrounding cities to piggy-back onto your contract.

As we near the 2019 construction season Viking would like to ask for an adjustment in our pricing structure for this contract. Please find attached in this e-mail our proposed changes, based on price increases for Asphalt emulsion, insurance costs, increased labor costs and several other additional increases.

Thank you for your consideration of this matter.

Viking Construction Inc.

Dan Welsh
Project Manager

EXHIBIT A

Micro-Surfacing & Slurry Seal Surfacing Services Price Redetermination RFB #17041 <u>All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees</u>	Vendor:	Viking Construction
	Contact:	Dan Welsh
	Email:	dan@vciss.com
	Phone:	512-966-9106
	City/State:	

					UNIT	
ITEM	DESCRIPTION	QTY	UOM	FISCAL 2018 PRICE	REDETERMINATIO N	
1	Slurry Seal <49,999	1	SY	2.58	\$	2.84
2	Slurry Seal >49,999	1	SY	2.44	\$	2.68
3	Micro Seal <49,999	1	SF	3.06	\$	3.37
4	Micro Seal >49,999	1	SY	2.90	\$	3.19

Client#: 148025

VIKING CON MAR 19 2018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

City Manager's Office
City of Grand Prairie

DATE (MM/DD/YYYY)
2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Southwest Austin, 7600-B N. Capital of TX Hwy #200, Austin, TX 78731, 512 451-7555. CONTACT NAME: Stefanie Wornell, PHONE: 512 451-7555, FAX: 512 467-0113, E-MAIL: stefanie.wornell@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company (NAIC # 16535), INSURER B: Transient Property Cos. Co. of America (25674), INSURER C: American Zurich Insurance Company (40142), INSURER D: , INSURER E: , INSURER F: . INSURED: Viking Construction, Inc., 2592 Shell Road, Georgetown, TX 78628.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (GL0437877408), Automobile Liability (BAP437877308), Umbrella Liability (ZUP11S4912218NF), and Workers Compensation and Employers' Liability (WC437877508).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named Insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when (See Attached Descriptions)

CERTIFICATE HOLDER: City of Grand Prairie, 326 W. Main Street, Grand Prairie, TX 75050. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: J. W. Wagner

DESCRIPTIONS (Continued from Page 1)

required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.

**MASTER INTERLOCAL COOPERATIVE PURCHASING
AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE
AND THE CITY OF KYLE**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Grand Prairie and The City of Kyle desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Grand Prairie and The City of Kyle represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and the City of Kyle are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Grand Prairie and the City of Kyle agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand

Prairie nor the City of Kyle warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or the City of Kyle, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and the City of Kyle agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
318 W. Main St.
Grand Prairie, TX 75050
972/237-8269 ph ~ 972/237-8265 fax
purchasingfax@gptx.org

City of Kyle: Scott Sellers, City Manager
City of Kyle
100 W. Center St.
Kyle, TX 78640
(512) 262-1010

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Hays County, Texas, United States of America for the City of Kyle and shall be


Dallas County, Texas, United States of America for the City of Grand Prairie.

16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

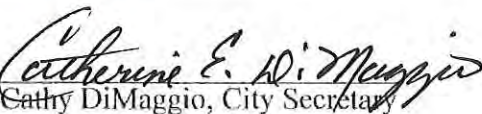
CITY OF KYLE


BY: 
Anna Doll, Deputy City Manager

BY: 
Scott Sellers, City Manager

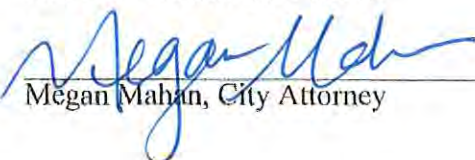
DATE: 4.9.18

DATE: 3/22/2018

ATTEST: 
Cathy DiMaggio, City Secretary

ATTEST: 
Jennifer Vitrano, City Secretary

APPROVED AS TO FORM:


Megan Mahan, City Attorney


Paige Saenz, City Attorney

ID

7120

*Return a signed copy
to City Secretary
after Vendor signs*

Department:
Purchasing for Streets

Vendor Name:
Viking Construction, Inc.

Project Name:
17041 Micro Surfacing & Slurry Seal Treatment Srv - Viking Construction - initial contract

Work Order Number(s):

Account Number:
232010-01713503-63030

Contract Amount:
\$500,000.00

Implementation Date:
2/22/2017

Termination Date:
2/28/2018

City Council Appr. Date:
2/21/2017

Insurer A Name:
Zurich American Ins

Insurer A Expiration:
3/1/2018

Insurer B Name:
Travelers Property Cas Co

Insurer B Expiration:
3/1/2018

Insurer C Name:
American Zurich Ins

Insurer C Expiration:
3/1/2018

Insurer D Name:

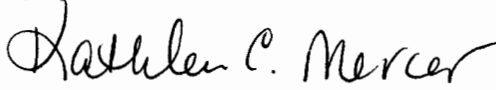
Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
Purchasing Robert Myers Dept Contact Dane Stovall

Department Manager Signature:



Date:

RM
March 2, 2017

City Attorney Signature:



Date:

3/7/17

City Manager/Deputy City Manager Signature:



Date:

3/8/17

City Secretary Signature:



Date:

3/8/17

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **VIKING CONSTRUCTION, INC.** (hereinafter referred to as “VENDOR”) and evidences the following:

I. PURPOSE

VENDOR shall provide Micro-Surfacing & Slurry Seal Treatment Services per bid award resulting from VENDOR’S response to RFB #17041, submitted by Dan Welsh, on January 30, 2017.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR’S bid to the CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR’S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$500,000.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of February 22, 2017. No new orders shall be accepted, against this Contract term, after midnight on February 28, 2018. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, 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, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize, Sr. Buyer ~ Purchasing Division
972-237-8262 Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
326 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Dane Stovall ~ Streets Department
972-237-8526 Phone
dstovall@gptx.org
City of Grand Prairie
1821 S. SH 161, Grand Prairie, TX 75052

VENDOR:
Dan Welsh, Project Manager
512-930-5777 Phone ~ 512-868-1955 Fax
dan@vciss.com
Viking Construction, Inc.
2592 Shell Rd., Georgetown, TX, 78628

XXI. SEVERABILITY

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

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 8th day of March 2017.

CITY OF GRAND PRAIRIE, TEXAS

By: Tom Cox
Tom Cox, Deputy City Manager

VIKING CONSTRUCTION, INC.

By: Dan Welsh
Printed
Name: DAN Welsh
Title: Project Manager

ATTEST:

Cathy E. DiMaggio
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahon
for Donald R. Postell, City Attorney



Dream Big ★ Play Hard

CITY OF GRAND PRAIRIE, TEXAS

[DATE]

REQUEST FOR BIDS

RFB #17041 – Micro-Surfacing (Polymer Modified) & Slurry Seal Treatment Services

DUE DATE: PRIOR TO 2:00 P.M. JANUARY 31, 2017

DUE TO: Angi Mize, Senior Buyer
Purchasing Division
326 W. Main Street
Grand Prairie, Texas 75050

CLEARLY MARK BID AS “RFB #17041”

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, until January 31, 2017 at 2:00 PM, and publicly opened and read at that time for the purchase of the following:

BID # 17041 - Micro Surfacing & Slurry Sealing Treatment Services

There will be a pre-bid meeting held on Tuesday, January 24, 2017 at 10:00 a.m. The meeting will take place at the Fiscal Administration Building, located at 326 W. Main Street, Grand Prairie, TX 75050.

Further information and specifications may be obtained by contacting the city's bid distribution partner, BidSync at www.bidsync.com or (801) 765-9245, or the Office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Robert Myers
Purchasing Manager

Publish: January 15th , & January 22nd 2017

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1. **SCOPE**

The work covered by this specification includes the design, testing, construction and quality control required for the proper application of micro-surfacing and slurry seal treatment services. This contract will begin on or after February 21, 2017.

1.1 **Micro-Surfacing**

This blend is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have high traffic volume. Rate of application: 25 to 28 pounds per square yard.

1.2 **Slurry Seal**

TYPE IIA: This blend is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have highly textured surfaced and require this size aggregate to fill in the voids and provides an improved wearing surface. Rate of application: 20 to 22 pounds per square yard.

2. **DESCRIPTION**

Both the Micro-Surfacing and the Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, mineral filler, and water and specified additives, proportioned, mixed and uniformly spread over a properly prepared surface. The completed micro-surface shall leave a homogenous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

3. **LABORATORY EVALUATION**

Before work commences, the vendor shall submit a signed original of a mix design containing the test results and proportioning of the specific materials to be used on the project. This design shall have been performed by a qualified laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. This initial mix design will be done at the vendor's expense. Upon receipt of the original mix design, an independent qualified laboratory selected by the City will perform tests using the same materials as used in the initial mix design for verification of the results. This testing will be done at the City's expense. No work will begin until all materials and/or mix design proportions have met the specifications as required. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the methods stated above.

4. APPLICABLE SPECIFICATIONS

The following specifications and test methods form a part of this specification.

AASHTO: American Association of State Highway and Transportation Officials

ASTM: American Society for Testing and Materials

ISSA: International Slurry Seal Association

AGGREGATE AND MINERAL FILLER		
AASHTO TEST NO.	ASTM TEST NO.	TEST
T 2	D 75	Sampling Aggregates
T 27	C 136	Sieve Analysis of Aggregates
T 11	C 117	Materials Finer than No. 200 in Mineral Aggregate
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 84	C 128	Specific Gravity and Absorption of Fine Aggregate
T 19	C 29	Unit Weight of Aggregate
T 104	C 88	Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
T 96	C 131	Resistance to Degradation of Small Size Aggregate by Abrasion and Impact in the Los Angeles Machine
	D 1073	Specifications for Fine Aggregate for Bituminous Paving Mixtures
	D 242	Mineral Filler for Bituminous Paving Mixtures
T 37	D 546	Sieve Analysis of Mineral Filler for Bituminous Paving Mixtures

EMULSIFIED ASPHALTS		
AASHTO TEST NO.	ASTM TEST NO.	TEST
T 40	D 140	Sampling Bituminous Materials
M 140	D 977	Specifications for Emulsified Asphalt
M 208	D 2397	Specifications for Cationic Emulsified Asphalt
T 59	D 244	Testing Emulsified Asphalt
T 59	D 88	Test Method for Saybolt Furol Viscosity
T 44	D 113	Test Method for Ductility of Bituminous Materials
T 44	D 2042	Test Methods for Solubility of Asphalt Materials in Trichloroethylene
T 49	D 5	Test Methods for Penetration of Bituminous Materials
	D 2398	Test Methods for Softening Point of Bitumen in Ethylene Glycol (Ring and Ball)

SLURRY SEAL SYSTEM		
ISSA TEST NO.	ASTM TEST NO.	TEST
	D 3910	Design, Testing, and Construction of Slurry Seal
	D 2172	Quantitative Extraction of Bitumen for Bituminous Paving Mixture
T 101		Guide for Sampling Slurry Mix for Extraction Test
T 102		Mixing, Setting, and Water Resistance Test to Identify "Quick-Set" Emulsified Asphalt
T 106		Measurement of Slurry Seal Consistency
T 111		Outline Guide Design Procedure for Slurry Seal
T 113		Trail Mix Procedures for Slurry Seal Design
T 114		Wet Stripping Test for Cured Slurry Seal Mixes
T 115		Determination of Slurry Seal Compatibility

MATERIALS

5. AGGREGATE

The mineral aggregate shall consist of a natural or manufactured crushed stone such as granite, slag, limestone or other high quality aggregates or a combination thereof that conforms to the quality requirement of ASTM Specification D1073 and shall be free of dirt, organic matter, clay balls, and adherent films of clay, dust or other objectionable material. The aggregate shall contain no free water.

- a. **Micro-Surfacing** - One hundred percent (100%) crushed material from a single source is required.
- b. **Slurry Seal** - Smooth textured sands of less than 1.25 % water absorption shall not exceed 50% of the total aggregate blend.

6. MINERAL FILLER

The mineral filler shall be a recognized brand of Type I and II Portland cement with no entrained air that meets the requirements of ASTM D 242 if required by the mix design. 0.5% to 2% by dry weight of aggregate will be the range of mineral filler in the mix design. The mineral filler shall be considered as part of the dry aggregate.

7. WATER

All water shall be potable and compatible with the micro-surfacing and slurry seal mix. Compatibility shall be ensured by the vendor. The percent of water in the mix design shall produce proper mix consistency.

8. **EMULSIFIED ASPHALT** - The asphalt emulsion shall be homogeneous and show no separation after mixing.
- 8.1 **Micro-Surfacing** - The emulsified asphalt shall be a quick-set polymer modified cationic type CSS-Ph emulsion and conform to the requirements specified in AASHTO M 208 and ASTM 2397. It shall pass all applicable storage and settlement test. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement mixing test shall be waived.
- 8.2 **Slurry Seal** - Typically grade CQS-1h shall be used. As directed by the Program Manager, the following grade of emulsion shall be used:
- 8.2.1 **Grade CQS-1h** - Conforming to the requirements specified in ASTM D 2397 for Cationic Emulsions. (Quick Set). The emulsion used shall be modified with latex (SBR) which shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. It shall pass all applicable storage and settlement tests. The cement mixing testing shall be waived. Asphalt emulsion, type CQS-1h (Quick Set) shall be specified on all city streets to minimize the amount of time the street will be closed.
9. **LATEX MODIFIER**
- 9.1 **Micro-Surfacing** - A minimum of 3% Latex Modifier content based on bitumen weight content, certified from the emulsion supplier, along with special quick-setting emulsifier agents, shall be milled into the asphalt emulsion. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface.**
- 9.2 **Slurry Seal** - A 3% latex content based on bitumen weight, certified by the emulsion supplier, shall be milled into the asphalt emulsion.
10. **ADDITIVES**
- Any additive used to accelerate or retard the break-set of the slurry seal shall be approved by the mix design laboratory as part of the mix design. The amount and type of additive (if needed) will be shown in the mix design.

TEST AND DESIGN

11. MIX DESIGN

All materials which first meet all quality test specifications shall be shown in the mix design by type of material and recommended proportions of said material.

12. MATERIALS

Dry Weight, Proportion %

Aggregate

Mineral Filler (Portland cement)

Emulsion

Water

Additive (if required)

13. TEST ON AGGREGATE

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Gradation Analysis	T 27	C 136	See Gradation Chart
Sand Equivalent	T 176	D 2419	45 Minimum
Soundness	T 104	C 88	15% Max. loss by Sodium Sulfate
	T 104	C 88	20% Max. loss by Magnesium Sulfate
Hardness	T 96	C 131	35% Maximum
Unit Weight of Aggregate	T 19	C 29	Informational lb. cu. Ft. (for bulking effect)

14. GRADATION CHART - The aggregate shall meet the above gradations and shall not vary from the low limit on one sieve to the high limit on the adjacent sieves or vice versa. The gradation to be used shall be as approved by the Program Manager.

14.1 Micro-Surfacing

SIEVE	PERCENT PASSING
3/8	99-100
No. 4	86-94
No. 8	45-65
No. 16	25-46
No. 30	15-35
No. 50	10-25
No. 100	7-18
No. 200	5-15

- 14.2 Slurry Seal - Type IIA** is a modification of ISSA Type II gradation to provide a coarser mix. The vendor shall be required to utilize a screening plant at the stockpile site and all aggregate loaded for use shall first pass thru the screening plant to remove any oversized material. The size of the screen opening on the screening plant shall be appropriate for the gradation approved by the Program Manager. Residual Asphalt Content, 8% to 12% % Weight of Dry Aggregate; Application Rate Lb. Sq. Yd. 20 Lbs to 22 lbs. Based on Weight of Total Mix

SIEVE	TYPE II A PERCENT PASSING
3/8	100
No. 4	85-100
No. 8	55-80
No. 16	35-60
No. 30	25-45
No. 50	18-30
No. 100	10-21
No. 200	5-15

15. TEST ON EMULSION

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Particle Charge		D 244	Informational (+ or -)
Residue from Distillation, Weight %	T 59	D 244	62% Min.
Saybolt Furol Viscosity@77 degrees F SSF, sec	T 59	D 88	15-50
Sieve Test, % Retained on 20 Mesh Sieve	T 59	D 244	0.1% Max.
24 hr Storage Stability, %	T 59	D 244	1% Max.
5 Day Settlement Test, %	T 59	D 244	5% Max.

16. TEST ON RESIDUE FROM DISTILLATION

TEST	TEST METHOD		SPECIFICATION
	AASHTO TEST NO.	ASTM TEST NO.	
Penetration@77 degrees F, 100 grams 5 sec	T 49	D 243	40-90
Solubility in Trichloroethylene, %	T 44	D 2042	97.5% Min.
Ductility, 77 degrees F, cm	T 44	D 113	40 Min.
Softening Point, degrees F (Ring and Ball)		D 2398	140 degrees F Min.

17. TEST ON MICRO-SURFACE JOB MIXTURE

TEST	TEST METHOD		SPECIFICATION
	ISSA TEST NO.	ASTM TEST NO.	
Set Time, Hours		D 3910	12 Hrs Max.
Cure Time, Hours		D 3910	24 Hrs Max.
Wet Stripping Test, % Coating	TB 114		80% Max.
Wet Track Abrasion Test, Grams per Sq Ft		D 3910	75 Max.
Set Time 30 minutes Blotter Test	TB 102		No Brown Stain
Displacement Test	TB 102		No Displacement
Water Resistance Test @ 30 Minutes	TB 102		No Discoloration

18. TEST ON SLURRY SEAL JOB MIXTURE

TEST	TEST METHOD		SPECIFICATION
	ISSA TEST NO.	ASTM TEST NO.	
Consistency Test, cm Flow		D 3910	2-3
Set Time, Hours		D 3910	12 Hrs Max.
Cure Time, Hours		D 3910	24 Hrs Max.
Wet Stripping Test, % Coating	TB 114		80% Max.
Wet Track Abrasion Test, Grams per Sq Ft		D 3910	75 Max.

EQUIPMENT

19. GENERAL

All methods and equipment employed in performing the work shall be subject to the approval of the Program Manager before work is started and whenever found unsatisfactory they shall be changed and improved as required. All equipment shall be maintained in a satisfactory condition.

20. MIXING EQUIPMENT

20.1 Micro-Surfacing – The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box with 0.05 to 0.15 gallons per square yard.

The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, accurately metered, predetermined amount of specified mineral filler.

20.2 Slurry Seal - The slurry seal mixing equipment shall be a continuous flow mixing unit or continuous-run design machines as to give a uniform and complete circulation of the batch in the mixer, so as not to segregate the aggregate, but will provide a thorough and uniform free flowing mix with the asphalt and water. The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of material used can be determined. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar adequate for completely fogging the surface with 0.05 to 0.15 gallons per square yard immediately ahead of the spreader box.

The vendor shall have a minimum of 2 Slurry Seal machines at the project site in good working condition each having a capacity of at least 8 cubic yards to assure sufficient production capability.

21. SPREADING EQUIPMENT

21.1 Micro-Surfacing - The surface mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the pavement, the longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement geometry.

21.2 Slurry Seal - The spreader box shall be equipped to prevent loss of slurry seal from all sides and with a flexible rear strike-off capable of being adjusted. It shall suitable means for side tracking to compensate for deviation in pavement geometry. The box shall be kept free of built-up asphalt and aggregate. The strike-off drag shall be kept completely flexible at all times.

22. AUXILIARY EQUIPMENT

Suitable crack and pavement cleaning equipment, hand tools and any support equipment will be provided by the Vendor as necessary to perform the work. The Vendor shall use a vacuum equipped street sweeper to remove all swept debris. Sweeping of debris into the gutter shall not be permitted.

23. EQUIPMENT CALIBRATION

Each Slurry unit to be used shall be calibrated in the presence of the Program Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. No machine shall be allowed to work on the project until the calibrations have been completed and/or accepted.

24. VERIFICATION

The test strips will be laid, by the Vendor (location to be determined by the Program Manager) before construction begins. The Program Manager will observe the test strip for verification or rejection according to the specifications. Upon failure of any of the test, additional test strips will be laid at no cost to the City. The square yards of the first test strip will be measured and paid for at the contract unit price. (Keeping proper consistency is a major concern. A wet mix will cause an asphalt rich surface. Consistency can be checked in the field by making a line through the slurry-surface immediately behind the spreader box. If the line stays, the slurry is at a proper consistency level. If the line fills up, the slurry is too wet.)

LIMITATIONS

25. WEATHER

All Micro-Surfacing/Slurry Seal will be applied between March 1 and December 1 unless otherwise approved by the Program Manager. The Slurry Seal shall be applied only when the air and pavement temperature is 50 degrees Fahrenheit and rising. No Slurry Seal shall be applied:

- 25.1 In the period following precipitation with water remaining on the surface to be coated.
- 25.2 In foggy conditions.
- 25.3 If there is a threat of rain before the slurry seal can fully cure.
- 25.4 If there is danger that the finished product will freeze within 24 hours after application.
- 25.5 If weather conditions prolongs opening to traffic beyond the time specified by the Program Manager.

The Micro-Surfacing/Slurry Seal will be placed on the location and within the time limits as specified by the Program Manager.

26. CONDITION AND TYPE PAVEMENT TO BE TREATED

Any base failures, severe pavement defects, or similar conditions which are present will be properly repaired by the City to ensure correct application and performance of the slurry. Slurry normally adheres to asphalt pavement more readily than, concrete, especially worn or polished areas. Heavy traffic areas, especially those on concrete, require greater care in selection of type of coarseness of slurry allowing the surface to fully cure before opening to traffic, and the placing of either a tack coat or a second coat of slurry for greater adhesion and wear purposes.

27. NOTIFICATIONS

It shall be the Vendor's duty to notify all homeowners and businesses affected by the construction a minimum of 24 hours in advance of the surfacing. Should the work not occur on the specified day, new notification will be distributed as required. Complete street closures are allowed when approved by the Program Manager in consultation with the City Traffic Engineer. In general, complete street closures are allowed on residential streets for more efficient and effective completion and for reduction of the project duration impact to the neighborhood.

28. TRAFFIC CONTROL

It shall be the Vendor's responsibility to provide adequate traffic control measures, such as barricades, cones, advance warning signs, flag person, etc. to protect the uncured slurry from all types of traffic and provide traffic safety in the construction area. These measures shall be in accordance with the City of Grand Prairie Traffic Barricade Manual and the most current Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Opening to traffic does not constitute acceptance of the work. Any damage to the uncured slurry will be the responsibility of the Vendor and will be repaired as directed by the Program Manager. Approved temporary lane marking will be provided by the Vendor for placement as directed by the Program Manager.

29. TEMPORARY MARKINGS AND LANE DELINEATION

Whenever the work causes obliteration of pavement markings or delineation, temporary markings or delineation shall be in place prior to opening the traveled way to public traffic. Lane line and centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. Other markings such as crosswalks, stop bars, and pavement arrows shall be delineated prior to opening the roadway to public traffic if directed by the Program Manager.

All work necessary to establish satisfactory temporary marking and lane delineation shall be performed by the Vendor. Surfaces on which temporary marking and lane delineation is to be applied shall be cleaned of all dirt and loose material, and shall be dry when it is applied. Temporary markings and lane delineation shall be maintained until replaced with permanent markings.

Temporary lane delineation shall consist of either a 4-inch by 4-inch square stripe or a 4-inch reflectorized tab, as directed by the Program Manager. Temporary lane delineators shall be placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart, or 12 feet apart on radii. The temporary markings and lane delineators shall be the same color as the lane line, centerline, or pavement marking being replaced.

Temporary markings and lane delineation shall not be paid for as a separate pay item and shall be considered subsidiary to the contract unit price per square yard of Slurry Seal or Micro-Surfacing, which pay item shall be the total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to locate, install, and maintain the temporary markings and lane delineation.

STORAGE AND STOCKPIING

30. STOCKPILING OF AGGREGATE

Precautions shall be taken to ensure the aggregate does not become contaminated with oversized rock, clay, silt or excessive amount of moisture. The stockpile shall be kept in areas that have good drainage. Segregation of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

31. STORAGE SITE

The Vendor shall provide a suitable storage facility for all equipment and materials needed to perform the work. This site should be located as close as possible to the area of work being done to reduce turnaround time and ensure an acceptable rate of work. Any site selected shall be subjected to final approval by the Program Manager. Erosion control measures shall be implemented as needed to comply with the law and City of Grand Prairie ordinances.

32. SURFACE PREPARATION

Immediately prior to applying the slurry seal, the pavement shall be thoroughly cleaned of all loose materials, vegetation, soil and other objectionable material. Any breakdowns, base failures, or other defects will be properly repaired by the city before application of the slurry seal begins. Manholes, valve boxes, grate inlet, and other designated objects shall be covered by the Vendor to ensure their integrity. After completion of slurry placement, the vendor shall remove said covers so the objects protected will remain fully functional. Any objects damaged by the Vendor shall be repaired or replaced at no cost to the City.

APPLICATION

33. GENERAL

If conditions require, the pavement shall be pre-wetted by fogging ahead of the spreader box. Water used in fogging the surface shall be applied so that the entire surface is damp with no flowing water in front of the box.

Rate of spray: 0.05 to 0.15 gal/sq. yd. (or as directed by the Program Manager); no streaks, lumps, balls, or unmixed aggregated shall be permitted.

34. RATE OF APPLICATION

The slurry shall be sufficiently stable during the spreading period so that the emulsion does not break, there is no segregation of the fines from the coarser aggregate and the liquid of the mix does not float to the surface.

35. JOINTS

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joint. An excessive overlap will not be permitted on longitudinal joints. The Vendor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area.

36. HAND WORK

In areas where the spreader box cannot be used, the slurry shall be applied by hand squeegees to provide complete and uniform coverage. Any joint or cracks not filled by the slurry shall be corrected by use of hand squeegees. Hand work shall be completed during the machine applying process. Due to difficulty in hand working micro-surfacing material due to the quickset nature of the emulsion, hand work areas should be kept to a minimum.

37. LINES

Straight lines along curb gutters and shoulder will be required. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance. Slurry shall be placed at the lip of the gutter or at a distance from the face of the curb as directed by the Program Manager.

38. CURING

38.1 Micro-Surfacing - All traffic shall be kept off the micro until it has cured to a firm condition that will prevent damage to the micro. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations.** Protect other locations subject to sharp turning or stopping and starting traffic for longer periods when necessary. Any uncured micro damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

38.2 Slurry Seal - All traffic shall be kept off the slurry until it has cured to a firm condition that will prevent damage to the slurry. Any uncured slurry damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

39. CLEAN-UP

All objects covered (manhole covers, valve covers, grate inlets, etc.) shall be restored to their original integrity. The Vendor shall remove all unused material and debris from the site prior to final acceptance.

MEASUREMENT AND PAYMENT

40. METHODS OF MEASUREMENT – Micro-Surfacing

40.1 Aggregate

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate as measured by approved scales at the project or approved stockpile site and delivered to the lay down machine. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete in place, in accordance with these specifications. The amount aggregate shall fall between the specified range of 25 to 28 lbs. of dry aggregate per square yard of polymer modified micro-surfacing treatment to be acceptable to the City.

40.2 POLYMER MODIFIED ASPHALT EMULSION

The quantity of polymer modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete, in place, in accordance with these specifications.

40.2 BASIS OF PAYMENT

The authorized and accepted quantity of polymer modified micro-surfacing treatment shall be paid for at the contract unit price bid per square yard accepted by the City, completed in place in accordance with these specifications. The unit price bid shall be considered full compensation for all aggregate, polymer modified asphalt emulsion (including mineral filler, water, modifiers and additives), emulsion for tack coat, material, labor, tools, equipment, cleaning the existing pavement, maintenance of traffic and all other incidentals necessary to complete the work in accordance with these specifications and the bid documents. Payment shall be restricted to only those micro surface areas in which the specified range of dry weight aggregate is 25 to 28 lbs. per square yard. **No payment shall be made for micro-surfacing treatment not authorized or approved by the Program Manager.**

41. METHODS OF MEASUREMENT - Slurry Seal

41.1 AGGREGATE

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate shipped to the project and used.

41.2 LATEX MODIFIED ASPHALT EMULSION

The quantity of latex modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately from the bid item.

41.3 BASIS OF PAYMENT

The treated area on each street authorized and approved by the Program Manager shall be field measured and calculated in square yards. The gallons of latex modified asphalt emulsion and pounds of aggregate applied shall be calculated. Payment for authorized work shall be approved if the amount of emulsion and aggregate fall within the specified range per square yard. Payment per square yard shall be considered full compensation for grass removal, cleaning the existing pavement, all material (including mineral filler, water modifiers and additives) labor, tools, equipment, maintenance of traffic and incidentals necessary to complete the work. **No payment shall be made for work not authorized and approved by the Program Manager.**

42. SURFACE TREATMENT INSPECTION PROCEDURES

42.1 All locations will be selected and subject to final approval by the Program Manager. Non-compliance will result in nonpayment.

42.2 No work will commence on any location until approval by the Program Manager. Non-compliance will result in nonpayment.

42.3 All pavement cleaning (sweeping, vegetation removal, etc.), and covering of appurtenances to be performed by the vendor as directed in the Slurry Seal Specification will be subject to the final approval and acceptance of the Program Manager. Non-compliance will result in nonpayment.

42.4 All locations will be subjected to final approval in regards to appearance by the Program Manager. Any work directed by the Program Manager to correct any appearance defect will be subject to the final approval of the Program Manager. Non-compliance will result in nonpayment.

42.5 No location will be opened to traffic without the approval of the Program Manager. Any locations damaged due to non-compliance will be repaired as directed by the Program Manager at the Vendor's expense.

43. PAYMENT AND INVOICING

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Micro-Surfacing (Polymer Modified)" of the type specified. This price shall be full compensation for furnishing all labor, equipment, time, materials, and incidentals necessary to complete the Work.

Surface preparation and cleaning will not be measured or paid directly but shall be considered subsidiary to Item No. SS330 "Micro-Surfacing (Polymer Modified)".

Payment for work meeting specifications will be made under:

Pay Item No. SS330-A: Micro-Surfacing (Polymer Modified), Type II Mod., at a rate of 25 lbs/SY- Per Square Yard (SY).

Pay Item No. SS330-B: Micro-Surfacing Scratch Course (Polymer Modified), Type II Mod. - Per Square Yard (SY).

44. VENDOR RESPONSIBILITIES

44.1 Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the City agent.

44.2 Defective Work and Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Fleet Services Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

44.3 Warranty - The bidder agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

45. VENDOR QUALIFICATIONS

- 45.1** Bidder must be engaged in the business of providing micro-surfacing and/or slurry seal treatments, maintenance and repair services for a minimum of five years within the last seven years.
- 45.2** Bidder must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 45.3** Bidder must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified.

46. SAFETY REQUIREMENTS

- 46.1** The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 46.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.
- 46.3** All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.
- 46.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.
- 46.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.
- 46.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.
- 46.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

47. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	Tuesday, January 17, 2017
Pre-Bid Meeting	Tuesday, January 24, 2017 10:00 a.m.
Deadline for Questions	Wednesday, January 25, 2017
Responses to Questions	Thursday, January 26, 2017
Deadline for Receipt of Bids	Tuesday, January 31, 2017
Council Date	Tuesday, February 21, 2017

48. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize at amize@gptx.org by 4:30 p.m. (Central Time) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync (www.bidsync.com) by 12:00 pm Thursday, January 26, 2017.

49. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. **The City reserves the right to inspect the bidder's shop and equipment for the purposes of evaluating the vendor's qualifications and location.** The annual estimated dollar value of this contract shall be \$500,000. Annual estimated quantities are not known and vary from year to year.

50. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

CRITERIA	POINTS
1. Price	35
2. Reputation/References	15
3. Qualifications	40
4. Government Experience	10
TOTAL POSSIBLE POINTS	100

51. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:

- Completed and signed proposal check list.
- Bid Pricing Form filled in with unit prices, extended prices, and total.
- Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- Bid Affirmation form reviewed and signed.
- Completed and signed Conflict of Interest Form. If the vendor has no conflict of interest mark "NA", sign and include with your bid.
- Completed Historically Underutilized Business Questionnaire. If the vendor is not a certified HUB or DBE mark "NO", sign and include with your bid.

52. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **F.O.B.:** All shipping shall be F.O.B. delivered.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.

12. **ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.
28. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
29. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. **TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
31. The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.
32. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
33. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.
34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.
35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall be in compliance with the CITY'S drug free workplace policy.

36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.
37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the manner in which the goods must be packaged, VENDOR shall package the goods so as to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.
38. **AUDIT:** the CITY reserves the right to audit the records and performance of vendor during the contract and for three years thereafter.
39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Vendor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

TYPE AND AMOUNT

- a. Workers' Compensation Statutory
 - b. Employer's Liability \$1,000,000
 - c. Comprehensive General Liability \$1,000,000 (Combined Single Limit)
 - d. Premises Operations
 - e. Products Operations Hazard
 - f. Contractual Insurance
- Comprehensive Automobile Liability \$1,000,000 (Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information

Respondent Name and Title: Don Welsh - Project Manager

Company: Viking Construction Inc.

Company Address: 2592 Shell Rd.

Telephone Number: 512-930-5777

Fax Number: 512-868-1955

Email Address: DAN@VCISS.COM

Federal Tax ID: 742653491

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1

Reference Name and Title: Chris Lutz - Project Manager

Reference Organization: City of Dallas

Project Title: 2016 Micro-Surfacing Project

Telephone Number: 214-671-0077

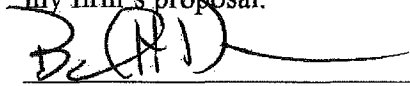
Email Address: Christopher.Lutz@DallasCityHall.org

SUBMITTAL CHECK LIST

Interested parties **MUST** submit one (1) bid marked as original that includes all of the following items listed below for consideration. The submission should be in the order stated below.

	ITEM	CHECK LIST
1	Proposal Submittal Check List	✓
2	Bid Pricing	✓
3	Questionnaire and References	✓
4	Submittal Affirmation Form	✓
5	Conflict of Interest Questionnaire	✓
6	Historically Underutilized Business Questionnaire	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.



 Authorized Signature

PRES

 Title

BARRY H DUNN

 Print/Type Name

1/30/17

 Date

BID PRICING

				UNIT
ITEM	DESCRIPTION	QTY	UOM	PRICE
1	Slurry Seal <49,999	1	SY	2.47
2	Slurry Seal >49,999	1	SY	2.30
3	Micro Seal <49,999	1	SF	2.89
4	Micro Seal >49,999	1	SY	2.74

***Mobilization fees shall be included in your price per square yard.**

VIKING CONSTRUCTION, INC.
 2592 SHELL ROAD
 GEORGETOWN, TX 78628

Company Name

Date

1/30/17



PRESIDENT

Authorized Signature

Title

BARRY H DUNN

Project Reference #2

Reference Name and Title: Keith Gabbard - Street Supt.

Reference Organization: City of Denton

Project Title: RFP #5712 Microsurfacing

Telephone Number: 940-765-0807

Email Address: Keith.Gabbard@cityofDenton.com

Project Reference #3

Reference Name and Title: Tom Nagel - Project Manager

Reference Organization: City of Amarillo

Project Title: Micro-Surfacing of various Streets

Telephone Number: 806-680-9252

Email Address: Thomas.Nagel@Amarillo.GOV

Service Information

1. How many years has your firm been involved in providing these services? 25 Years

2. Please list all government entities your firm has worked with in the past 3 years. (use separate sheet if needed)

see Attached

3. List five street locations that were completed in the last six (6) months to one (1) year for both Micro-Surfacing and Slurry Seal (use separate sheet if needed).

See Attached

4. List five street locations that were completed in the last 2-3 years for both Micro-Surfacing and Slurry Seal. (use separate sheet if needed)

See Attached

2014

STATE CREW - Micro

2014101	POLK COUNTY
2014102	GRAYSON
2014103	HOCKLEY
2014104	CITY OF LUBBOCK
2014105	CITY OF WEATHERFORD
2014106	TARRANT COUNTY
2014107	RED RIVER COUNTY
2014108	CITY OF BURLESON
2014109	
2014110	

CITY CREW - Slurry

2014201	CITY OF AUSTIN
2014202	CITY OF KILLEEN
2014203	RICHARDSON/NANTUCKET
2014204	CITY OF DENTON
2014205	
2014206	HARRIS COUNTY
2014207	OMEGA WATER UTIL
2014208	CITY OF WOODWAY
2014209	OSCAR RENDA
2014210	FLOWER MOUND
2014211	CITY OF KYLE
2014212	AUSTIN AVE MICROSEAL
2014213	CITY OF HEWITT
2014214	CITY OF MARSHALL
2014215	FT. HOOD
2014216	CITY OF MIDLOTHIAN
2014217	LOVE FIELD
2014218	BRAZOS PAVING
2014219	SAN ANTONIO
As of 9/29/14	

2015
2016 JOBS

STATE CREW - Micro

2014101 POLK COUNTY
2014107 RED RIVER
2015101
2015102 SAN ANTONIO/FLASHER
2015103 SAN ANTONIO/CLARK
2015104 TOM GREEN
2015105 MIDLAND
2015106 COLLIN COUNTY
2015107 AMARILLO
2015108 APAC/KAUFMAN CO

CITY CREW - Slurry

2015201 WACO
2015202 FT HOOD
2015203 CITY OF HEWITT
2015204 CITY OF DENTON
2015205 MCLENNAN COUNTY
2015206 COLLIN COUNTY
2015207 KILLEEN
2015208 JOHN BURNS/DWU
2015209 CITY OF KYLE
2015210 CITY OF AUSTIN
2015211 OMEGA/DWU
2015212 SYB/DWU
2015213 ARK/DWU
2015214 BARSON/DWU
2015215 EULESS/PEACHREE
2015216 FLOWERMOUND

2016 JOBS

STATE CREW - *Micro*

2014101	POLK COUNTY
2016101	CITY OF KILLEEN
2016102	CITY OF LAMPASAS
2016103	CITY OF DALLAS - MICRO
2016104	FT HOOD/ ATLANTIC ICON
2016105	FT HOOD/ ALBRITE - ACE CO
2016106	CITY OF WOODWAY
2016107	CITY OF AMARILLO
2016108	CITY OF KYLE

CITY CREW - *Slurry*

2015210	CITY OF AUSTIN
2016201	CITY OF DALLAS/SLURRY
2016-3	CITY OF DALLAS/SLURRY 3rd CREW
2016202	CITY OF DENTON
2016203	CITY OF EULESS/PEACHTREE
2016204	TOWN OF FLOWER MOUND
2016205	ATKINS BROS CONSTRUCTION - DWU
2016206	JOHN BURNS CONSTRUCTION - DWU
2016207	OMEGA CONTRACTING - DWU
2016208	SYB CONSTRUCTION - DWU
2016209	CAMINO CONSTRUCTION - DWU
2016210	WEBBER, LLC - DWU
2016211	CITY OF AUSTIN '16
2016212	HAYS COUNTY
2016213	HYDRA ENGINEERING - FT HOOD

Last 6 Months

Microsurfacing in Dallas - 2016

<u>Block #'s</u>	<u>Street</u>	<u>Start</u>	<u>Stop</u>
7500-8000	Harry Hines Blvd	Anson Rd.	Roanoke Ave.
9700-10200	Hillcrest Rd.	Walnut Hill Ln.	Meadow Ln.
13600-13900	Coit Rd.	Willow Bend Rd.	Greenhollow Ln.
6900-7200	Spring Valley Rd.	Hillcrest Rd.	Meandering Way
5200-5700	Hampton Rd.	Campfire Cir.	US67
3000-3100	Hampton Rd.	Cliff Teen Ct.	Kiest Blvd.
1600-1700	Hampton Rd.	Bentley Ave.	Falls Dr.
1100	Hampton Rd.	Clarendon Dr.	Emmett St.
600-1000	Hampton Rd.	Gladstone Dr.	Clarendon Dr.
100-400	Hampton Rd.	10th St.	12th St.
100-300	Hampton Rd.	10th St.	Jefferson Blvd.
5500-5900	Marsalis Ave.	Ledbetter Dr.	Laureland Rd.
200-500	12th St.	Zang Blvd.	Llewellyn Ave.
800	Dividend Dr.	Chancellor Row	Sovereign Row
11400-11500	Denton Dr.	Zelrich Ln.	Rodney Ln.
10900	Denton Dr.	Anode Ln.	Walnut Hill Ln.

Mapasco 5f

City of DMHAS Slurry 6 months old

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding	Item #
21648	Slurry	3700	3700	MARFA AVE	Asbury St to Kolloch Dr	2	<input checked="" type="checkbox"/>	0.1546	Accepted	56-T	4	STS-OPS	
21665	Slurry	3400	3400	OVERTON CT	Overton Rd (E) to Humphrey Dr	145	<input checked="" type="checkbox"/>	0.2011	Accepted	56-T	4	STS-OPS	
22026	Slurry	1600	1600	POPULAR ST	Holmes St to Colonial Ave	167	<input checked="" type="checkbox"/>	0.3784	Accepted	56-B	7	STS-OPS	
22028	Slurry	3000	3100	ROCHESTER ST	Woodville St to Municipal St	140	<input checked="" type="checkbox"/>	0.3443	Accepted	56-H	7	STS-OPS	
22246	Slurry	1700	3000	SARGENT RD	Southerland Ave to Overton Rd (E)	175	<input checked="" type="checkbox"/>	1.7692	Accepted	56-N	4	STS-OPS	

13 Projects

Mapasco 57

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding
22048	Slurry	6600	6600	CARTER RD	Dead-end near Longacre Ln (S) to Great Trinity Forest Ramp E	38	<input checked="" type="checkbox"/>	0.2012	Accepted	57-Z	8	STS-OPS
21936	Slurry	4600	4600	CHERBOURG ST	Dutch Harbor Ave to dead-end	3	<input checked="" type="checkbox"/>	0.2402	Accepted	57-W	7	STS-OPS
22003	Slurry	8300	8300	YUKON CIR	Cherbourg St to dead-end	12	<input checked="" type="checkbox"/>	0.1552	Accepted	57-W	7	STS-OPS

3 Projects

Mapasco 58

Id	Treatment	From	To	Street	Description / Comment	Rank	Approved	Lane Miles	Field Status	Mapasco	Council District	Funding
21908	Slurry	7900	7900	ALTO GARDEN DR	Rose Garden Ave to Gardenview Dr	109	<input checked="" type="checkbox"/>	0.2063	Accepted	58-L	5	STS-OPS
22044	Slurry	400	400	BOLERO AVE	Antler Ave to Elam Rd	37	<input checked="" type="checkbox"/>	0.4030	Accepted	58-S	8	STS-OPS
21832	Slurry	1700	2000	CONNOR DR	Asphalt-Over-Concrete	92	<input checked="" type="checkbox"/>	1.3130	Accepted	58-G	5	STS-OPS
22060	Slurry	100	300	FORSYTHE DR	Stonehurst St to Bruton Rd	13	<input checked="" type="checkbox"/>	0.5909	Accepted w/mods	58-X	8	STS-OPS
21850	Slurry	400	400	GLENVIEW ST	Great Trinity Forest Way to Gayglen Dr	22	<input checked="" type="checkbox"/>	0.4498	Accepted	58-V	5	STS-OPS
21914	Slurry	1900	2000	HILLBURN DR	Birch St to Elam Rd	113	<input checked="" type="checkbox"/>	1.1963	Accepted	58-F	5	STS-OPS
21860	Slurry	7700	7900	HUTTING AVE	Tillman St to Bruton Rd	44	<input checked="" type="checkbox"/>	0.9638	Accepted	58-G	5	STS-OPS
21918	Slurry	8100	8100	KIPLING DR	Gaylord Dr to Shortal Dr	110	<input checked="" type="checkbox"/>	0.3359	Accepted	58-U	5	STS-OPS
21906	Slurry	2300	2400	LOLTA DR	Buckner Blvd (S) to dead-end	64	<input checked="" type="checkbox"/>	0.3336	Accepted	58-C	5	STS-OPS
22087	Slurry	7600	7600	GLUSTA DR	Cordell Dr to Jennie Lee Ln	22	<input checked="" type="checkbox"/>	0.1766	Accepted	58-X	8	STS-OPS
21883	Slurry	8400	8400	RAYVILLE DR	Forsythe Dr to Longbranch Ln	106	<input checked="" type="checkbox"/>	0.1516	Accepted	58-R	5	STS-OPS
22034	Slurry	6900	7000	SECO BLVD	Tersa Ln to Holcomb Rd	69	<input checked="" type="checkbox"/>	0.6425	Accepted w/mods	58-E	5	STS-OPS
19827	Slurry	8300	8300	TERESA LN	Gillette St to Jim Miller Rd (N)	0	<input checked="" type="checkbox"/>	0.4664	Accepted	58-R	5	STS-OPS
21896	Slurry	8300	8400	TRANSIT ST	Full-depth treatment in FY2013, FY2015	28	<input checked="" type="checkbox"/>	0.3964	Accepted	58-V	5	STS-OPS
21900	Slurry	500	500	WIDEMAN DR	Rayville Dr (westside) to Rayville Dr (eastside)	8	<input checked="" type="checkbox"/>	0.0970	Accepted	58-U	5	STS-OPS

5/18/2016

PSI Project Summary by Mapasco for FY2016 (Project Status: Approved)

City of DALLAS 2013 Slurry Seal

APPROVED	Approx. 200 ft. east of Dalview to Southerland	55-M
ASHLEN	Grandview to Martinique	46-D
ASHLEN	Claremont to Newell	47-A
ADRIANA ST (NW)	Victor to Junius	46-C
BANK ST	Ash to East Grand	46-L
BARCLAYMAN	Lanshire to Goforth	27-T
BEARDEN LN	Buckner Blvd (S) to dead-end	48-Y
BEAULHAMP ST	Bonnie View to Balch	56-S
BECKLEYHEAD AVE	Beckleycrest to Metz	74-F
BEDEFORD ST	Vilbig to Harston	44-N
BECKHOLD LN	Midway to Rockbrook	24-Q
BEVILIN ST	Fabrication to Singleton Blvd	44-Q
BELMONT AVE	Garrett (N) to Henderson (N)	36-S
BELMONT AVE	Alderson to Abrams	36-U
BENNETT AVE	Ross to Monarch	36-W
BERNAL DR	Esmalda to Norco	43-E
BEANTON ST	Greenmound to Ukiah	59-A
BLOSSOM LN	Piedmont to Prichard	48-X
BLUE BAY DR	Keller Springs to cul-de-sac	5-T
BRIARFIELD DR	Midway to Voss	4-B
BRIARCREST CIR	Briarcrest to cul-de-sac	64-A
BRIERFIELD DR	Greenspan to Brierfield Cir	64-U
BRIARWOOD LN	Hilandale to alley	64-M
BROWNALL ST	Berridge to Lomax	48-K
BROOKLYN AVE (W)	Rosemont (S) to Hampton (S)	54-E
BRYAN TRAW	Henderson (N) to Matilda	36-X
BRYAN ST	Munger Blvd (N) to Live Oak	36-X
CADIZ ST	Terminal to Lamar (S)	45-T
CALDWELL AVE	Philip to East Grand	46-L
CAMBRICK ST	Cole to Travis	35-Y
CAMELOT	Plum Dale to Tracy	66-N
CAMELLIA DR	Orchid to Royal	25-F
CAMPELLA DR	Schroeder to Rialto	16-U
CARLEO DR	Alley/dead-end to Dove Creek Way	64-E

2013 Micro Streets

Viking Construction Inc.
City of DENTON

Revised - 6/14/10 1

Item # 17

Map	Street	Start & Stop	Square Yards	Tons	Field Measurement	Trash day
Mon 4/29						
	CALIBRATE			0.00		
	NOTICES/CLEAN STREETS			0.00		
Tue 4/30						
493S	ANTLER CIR.	FAWN-NORTH	630	8.19		MON
494G	DEER FOREST	GRANT-WHITETAIL	1,804	23.45		THUR
494F	HARVEST HILL	HARVEST GLEN-EAST	1,848	24.02		THUR
494J	OXFORD CT.	OXFORD LN-NORTH	474	6.16		THUR
493S	BROADWAY	AILEEN-MALONE	3,681	47.85		MON
493W	ANDERSON	AMARILLO-MOUNTS	1,665	21.65		MON
Wed 5/1						
493D	SELENE	NEPTUNE-JUPITER	2,635	34.26		MON
493D	JUNO	ATLAS-STUART	2,295	29.84		MON
493W	LIVEOAK	SHERMAN-CRESTWOOD	3,995	51.94		MON
493R	GLENWOOD	PALMWOOD-UNIVERSITY	455	5.92		THUR
526J	MERCEDES	DUDLEY-PARVIN	3,006	39.08		TUES
Thu 5/2						
492Y	CHARLOTTE	BONNIE BRAE-AVE G	3,784	49.19		WED
525D	LOUISE	BONNIE BRAE-AVE H	1,777	23.10		WED
525D	W. PRAIRIE	AVE. H-NORTH TEXAS	4,743	61.65		WED
525H	WESTRIDGE	HIGHLAND PARK-EAST	2,676	34.79		TUES
Fri 5/3						
494G	FAWN	GRANT-ANTLER	1,801	23.41		THUR
494E	HARVEST GLEN	HIGHMEADOW-NORTH	1,392	18.10		THUR
494J	OXFORD	HEATHER-NOTTINGHAM	5,241	68.13		THUR
526R	GATEWOOD	TICONDEROGO-LAFAYETTE	3,981	51.76		WED
Sat 5/4						
	NO WORK		0	0.00		
Sun 5/5						
	NO WORK			0.00		
	NO WORK			0.00		
Mon 5/6						
527J	1/2 COLORADO(INSIDE)	VALLEY CREEK-LOOP 288	8,267	107.47		WED
526R	LYNHURST	TICONDEROGO-LAFAYETTE	3,570	46.41		WED
Tues 5/7						

City of Eulless 2013 Slurry Seal street list

STREETS TO BE COMPLETED SOON					
STREET	FROM	TO	LENGTH	WIDTH	SY
Anthony Dr.	Baze Rd.	Bear Creek Dr.	598	26	1,728
Aurora Ct.	Baze Rd.	Cul-de-sac			661
Aurora Dr.	Baze Rd.	Bear Creek Dr.	535	26	1,546
Allen Dr.	Baze Rd.	Bear Creek Dr.	635	26	1,834
Allen Dr. (west)	Baze Rd.	Concrete	264	26	763
Cherry Ann Dr.	Baze Rd.	Bear Creek Dr.	882	26	2,548
Cherry Ann Ct.	Baze Rd.	Cul-de-sac			679
Regina Ct.	Baze Rd.	Cul-de-sac			654
Candice Ct.	Baze Rd.	Cul-de-sac			709
TOTAL					11,122

AMBER HILLS SUBDIVISION

Bear Creek (EB)	N. Main	Amber Hills Ln.	116	11	142
Bear Creek (WB)	N. Main	Amber Hills Ln.	116	11	142
Amber Hills Ln.	Springridge Ln	Laurel Ln.	1,082	26	3,126
Crescent @	Amber Hills Ln.	Laurel Ln.			128
Laurel Ln.	Amber Hills Ln.	Nettle Ln.	1,184	26	3,420
Crescent @	Laurel Ln	Nettle Ln.			224
Nettle Ln.	Laurel Ln	Springridge Ln.	963	26	2,782
Crescent @	Nettle Ln.	Springridge Ln.			396
Springridge Ln.	Nettle Ln.	Amber Hills Ln.	1,155	26	3,337

5. Has your firm failed to complete a contract? If so please identify the project and date
ND
6. Do you have any litigation issues pending in the last three years? If yes please explain.
ND
7. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?
ND
8. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
ND
9. Has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract within the last five (5) years?
ND

SUBMITTAL AFFIRMATION FORM

ADDENDA ACKNOWLEDGEMENT

By initialing below I acknowledge I have received, reviewed and understand all addenda that were issued which are a part of this solicitation.

DW Addendum No. 1, _____, _____, _____, _____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes X _____ No _____

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

B. H. D.
Authorized Signature

PRES
Title

BARRY H DUNN
Print/Type Name

1/30/17
Date

CONFLICT OF INTEREST QUESTIONNAIRE

N A

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;"> Dan Walsh _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> 1-20-17 _____ Date </p>		

Adopted 8/7/2015

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

Yes No

2. Please provide the certifying agency name:

Certifying Agency: _____

3. I have included a copy of my certification as an attachment to my proposal:

Yes No

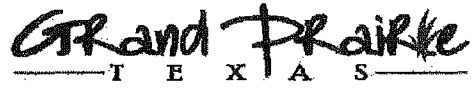
By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

Dan Welsh
Authorized Signature

DAN Welsh
Print/Type Name

Project Manager
Title

1-20-17
Date



**ADDENDUM #1
RFB # 17041
MICRO-SURFACING & SLURRY SEAL TREATMENT SERVICES**

January 26, 2017

- 1. Traffic Control – Vendor will need to submit an application for a traffic control plan permit through the City's Transportation Services Department to receive a permit. The permit is no charge.**
- 2. Please see attached Q&A**
- 3. Please see attached Prebid Sign In Sheet**

Angi Mize
St. Buyer
(972) 237-8262

Dan Walsh

Q&A
RFB# 17041
MICRO-SURFACING & SLURRY SEAL TREATMENT SERVICES

1. What streets do you plan to treat?

The Collector roadways and above will be done this year.

2. How much of the \$500k budget do you plan to spend this year?

We will spend most of it. New budget starts October 1st

3. You state to be applied March 1st – December 1st, when will the notice to proceed be posted?

The award should be made on February 21st, once the contract is executed and the weather is warm enough the notice to proceed will be sent.

4. Is the schedule flexible?

Yes. We would like the list of streets we have for this year to be completed by the end of August.

5. Does the city have a stockyard location available for use by the vendor?

We do not have a stockyard available.

6. Will you allow us to work at night?

For the most part work hours will be 7 a.m. to 5 p.m. due to the closeness of residential areas.

7. Do you have a contact for the Traffic Control Plan?

Bill Dorminy, bdorminy@gptx.org, 972-237-8322

CITY OF GRAND PRAIRIE, TEXAS
MICRO-SURFACING & SLURRY SEAL ~ RFB 17041
Pre Bid ~ Jan 24, 2017, 10:00 AM

	Company Name (Print Legibly)	Contact Name	Phone	E-Mail
1	Viking Construction	DAN Welsh	512-930-5777	DAN@veiss.ec
2	INTERMOUNTAIN SLURRY SEAL	JOSH BOWEN	469-271-2044	JOSH.BOWEN@GMCINC
3	Intermountain Slurry Seal	Nathan Niemann	469-416-0242	nate.niemann@gcinc
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-170329

Date Filed:
02/22/2017

Date Acknowledged:

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

Viking Construction, Inc.
Georgetown, TX 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 Grand Prairie

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.

RFB# 17041
Microsurfacing and slurry seal streets

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dunn, Barry	Georgetown, TX United States	X	

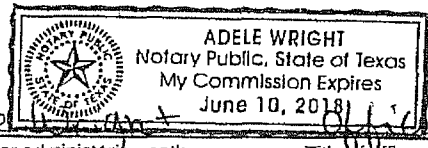
5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

B. H. Dunn PRES
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Barry H. Dunn, this the 22nd day of Feb., 2017, to certify which, witness my hand and seal of office.



Adele Wright Signature of officer administering oath
Adele Wright Printed name of officer administering oath
Office Manager Title of officer administering oath

tem # 17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Austin 7600-B N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Stefanie Wornell
	PHONE (A/C, No, Ext): 512 451-7555 FAX (A/C, No): 512 467-0113 E-MAIL ADDRESS: stefanie.wornell@usi.com
INSURED Viking Construction, Inc. 2592 Shell Road Georgetown, TX 78628	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Zurich American Insurance Compa 16535
	INSURER B : Travelers Property Cas. Co. of 25674
	INSURER C : American Zurich Insurance Compa 40142
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0437877407	03/01/2017	03/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP437877307	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		ZUP11S4912217NF	03/01/2017	03/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC437877507	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when (See Attached Descriptions)

CERTIFICATE HOLDER City of Grand Prairie 326 W. Main Street Grand Prairie, TX 75050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>
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DESCRIPTIONS (Continued from Page 1)

required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.

Dept:* Purchasing

Contract ID: 7120 R3

For: Public Works

Bid Number: 17041

Contact Name: Angi Mize

Contact Phone:* 8262

Contact Email:* amize@gptx.org

Vendor Name: Viking Construction, Inc.

Vendor Email: dan@vciss.com

Project Name: Micro Surfacing & Slurry Seal Treatment Services

Summary: Renewal #3

Permanent Retention*

Yes

No

Contract Amount

\$ 500,000.00

Total Contract Amount over all terms

\$ 2,500,000.00

Account #

Work Order #

Implementation Date

2/29/2020

Termination Date

2/28/2021

Council Approval Date

2/21/2017

Contract Approvals

Department Manager:

Kathleen Mercer

Date: 1/16/2020

City Attorney Signature

Megan Mahan

Date: 1/19/2020

City Manager Signature

Anna Dell

Date: 1/22/2020

City Secretary Signature

HL Galicia

Date: 1/22/2020



AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY," and **VIKING CONSTRUCTION, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide micro-surfacing & slurry seal treatment services per bid award resulting from vendor's response to RFB #17041, submitted by Dan Welsh on January 30, 2017; and

WHEREAS, the above referenced contract was written for the not to exceed amount of \$500,000.00 at the unit prices quoted. This Contract was effective as of February 22, 2017, and was to terminate at midnight on February 28, 2018, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on January 20, 2018 included a price redetermination and extended the term of the contract through February 28, 2019; and the second of four available renewal options was executed on January 14, 2019 included a price redetermination and extended the term of the contract through February 28, 2020; and

WHEREAS, the above referenced contract provides that VENDOR may request a price redetermination under this agreement so long as the request is substantiated in writing (Exhibit A); and

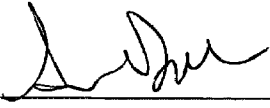
NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the third of the four available renewal options and extend the contract expiration to midnight on February 28, 2021, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The CITY agrees that the price redetermination (Exhibit A) is acceptable and in the best interest of the CITY; and
3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$500,000.00; The total estimated amount to be paid to VENDOR if all allowable contract renewals are executed shall not exceed \$2,500,000.00; and

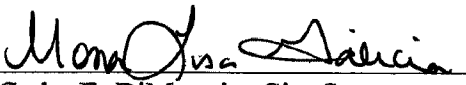
4. This shall constitute an Authorization for extension of contract as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the _____ day of 1/22/2020, 20__.

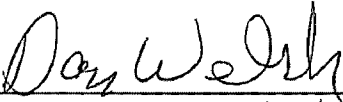
CITY OF GRAND PRAIRIE, TEXAS

By: 
Anna Doll, Deputy City Manager

ATTEST:

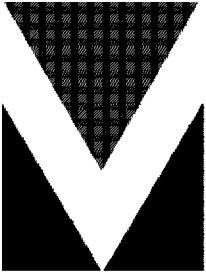

For Cathy E. DiMaggio, City Secretary

VIKING CONSTRUCTION INC.

By: 
Printed Name: DAW Welsh
Title: Project Manager

APPROVED AS TO FORM:


Megan Mahan, City Attorney



VIKING
Construction, Inc.

2592 Shell Road
Georgetown, TX 78628
Office 1(512)930-5777 ▼ Facsimile 1(512) 868-1955

*Preserving Texas roads with
pride and integrity.*

Specializing in Micro-Surfacing and
Slurry Seal Pavement Maintenance

City of Grand Prairie
Ms. Angi Mize
Senior Buyer, Purchasing

RE: RFB #17041
Micro-Surfacing & Slurry Seal Services

Ms. Mize,

Thank you for the e-mail I received on Jan. 2 asking for a renewal of our Micro-Surfacing & Slurry Seal contract.

Viking would like to renew this contract but need to ask for an adjustment in our pricing structure for this construction season. Please find attached in this e-mail our proposed changes, based on price increases for asphalt emulsion, insurance costs, increased labor costs and several other additional increases.

Thank you for your consideration of this matter.

Viking Construction Inc.

Dan Welsh
Project Manager

Micro-Surfacing & Slurry Seal Surfacing Services Price Redetermination RFB #17041 <u>All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees</u>	Vendor:	Viking Construction
	Contact:	Dan Welsh
	Email:	dan@vciss.com
	Phone:	512-966-9106
	City/State:	

					UNIT	
ITEM	DESCRIPTION	QTY	UOM	FISCAL 2019 PRICE	REDETERMINATION	
1	Slurry Seal <49,999	1	SY	2.84	\$	3.12
2	Slurry Seal >49,999	1	SY	2.68	\$	2.95
3	Micro Seal <49,999	1	SF	3.37	\$	3.71
4	Micro Seal >49,999	1	SY	3.19	\$	3.51

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PRODUCER USI Southwest Austin 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Stefanie Wornell
	PHONE (A/C, No, Ext): 512 451-7555
	FAX (A/C, No): 512 467-0113
	E-MAIL ADDRESS: stefanie.wornell@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Zurich American Insurance Company
	INSURER B : Travelers Property Cas. Co. of America
	INSURER C : American Zurich Insurance Company
	INSURER D :
	INSURER E :
	INSURER F :

INSURED: **Viking Construction, Inc.**
 2592 Shell Road
 Georgetown, TX 78628

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL0437877409	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP437877309	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP11S4912219NF	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC437877509	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when (See Attached Descriptions)

CERTIFICATE HOLDER City of Grand Prairie Attn: Purchasing Dept. 326 W. Main Street Grand Prairie, TX 75050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>
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DESCRIPTIONS (Continued from Page 1)

required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.

Policy Number GLO 4378774

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS
ENDORSEMENT**

COMPANY

Named Insured: Viking Construction, Inc.

Effective Date: 03-01-2019
12:01 A.M., Standard Time

Agent Name: USI Southwest, Inc.

Agent No. 36349-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law and where that contract specifically requires the ISO CG2037 07/04 edition form or the equivalent of same.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The insurance afforded to such additional insured only applies to the extent permitted by law.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT

COMPANY

Named Insured: Viking Construction, Inc.

Effective Date: 03-01-2019
12:00 A.M., Standard Time

Agent Name: USI Southwest, Inc.

Agent No. 36349-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law and where that contract specifically requires the ISO CG2010 07/04 edition form or the equivalent of same.</p>	<p>Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. The insurance afforded to such additional insured only applies to the extent permitted by law.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY. THIS WAIVER OF RIGHTS SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8 **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4378774-09	03/01/2019	03/01/2020		36349000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 4378774-09	03/01/2019	03/01/2020		36349000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP-4378773-09	03/01/2019	03/01/2020		36349000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II– Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the **Coverage Form**; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the **Declarations** will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For **Hired Auto Physical Damage**, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage Provision of the Physical Damage Coverage Section:**

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury Exclusion** in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage– Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage Section**:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension Provision of the Physical Damage Coverage Section**:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: VIKING CONSTRUCTION, INC.</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 4378773-09	03/01/2019	03/01/2020		36349000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

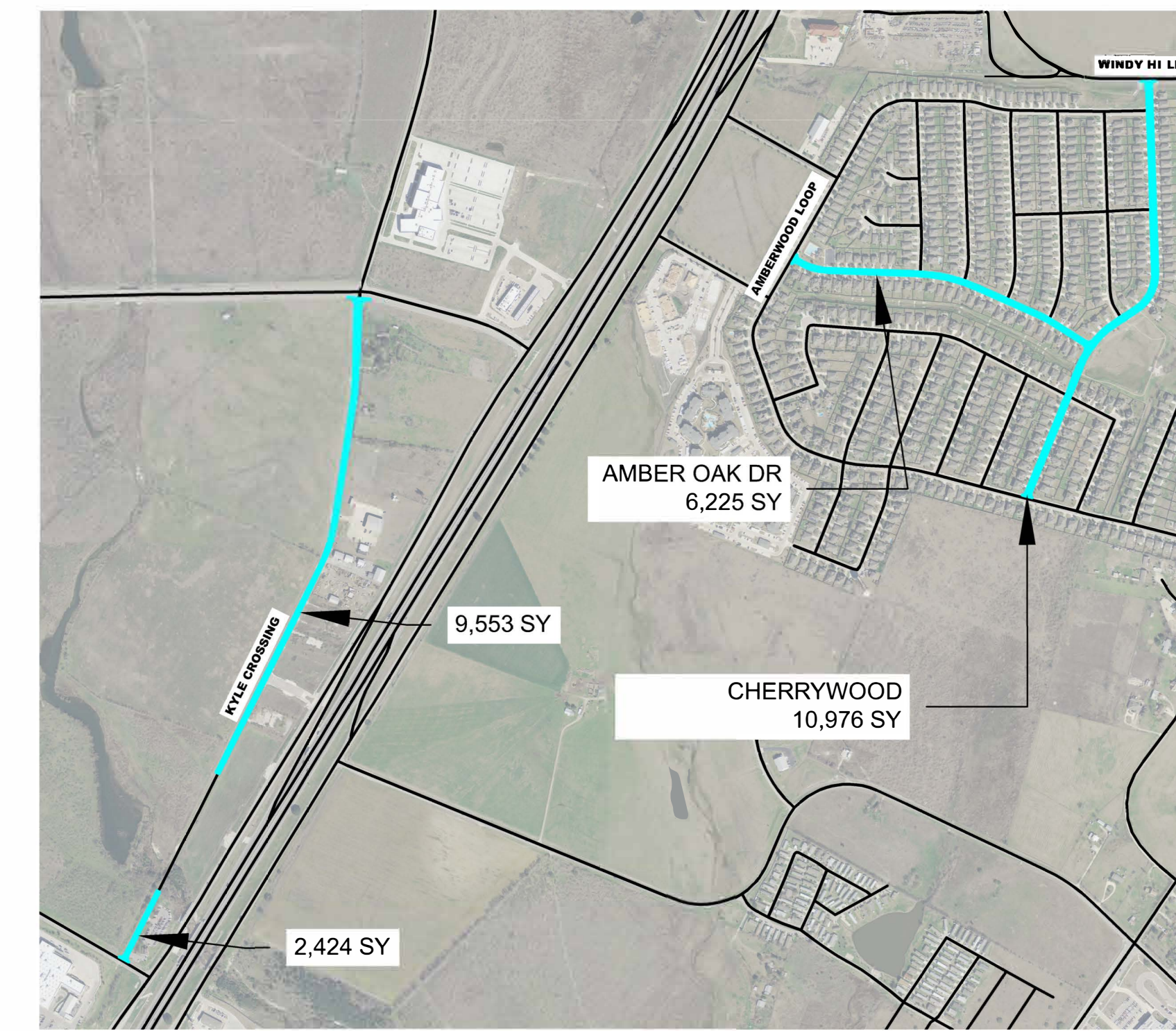
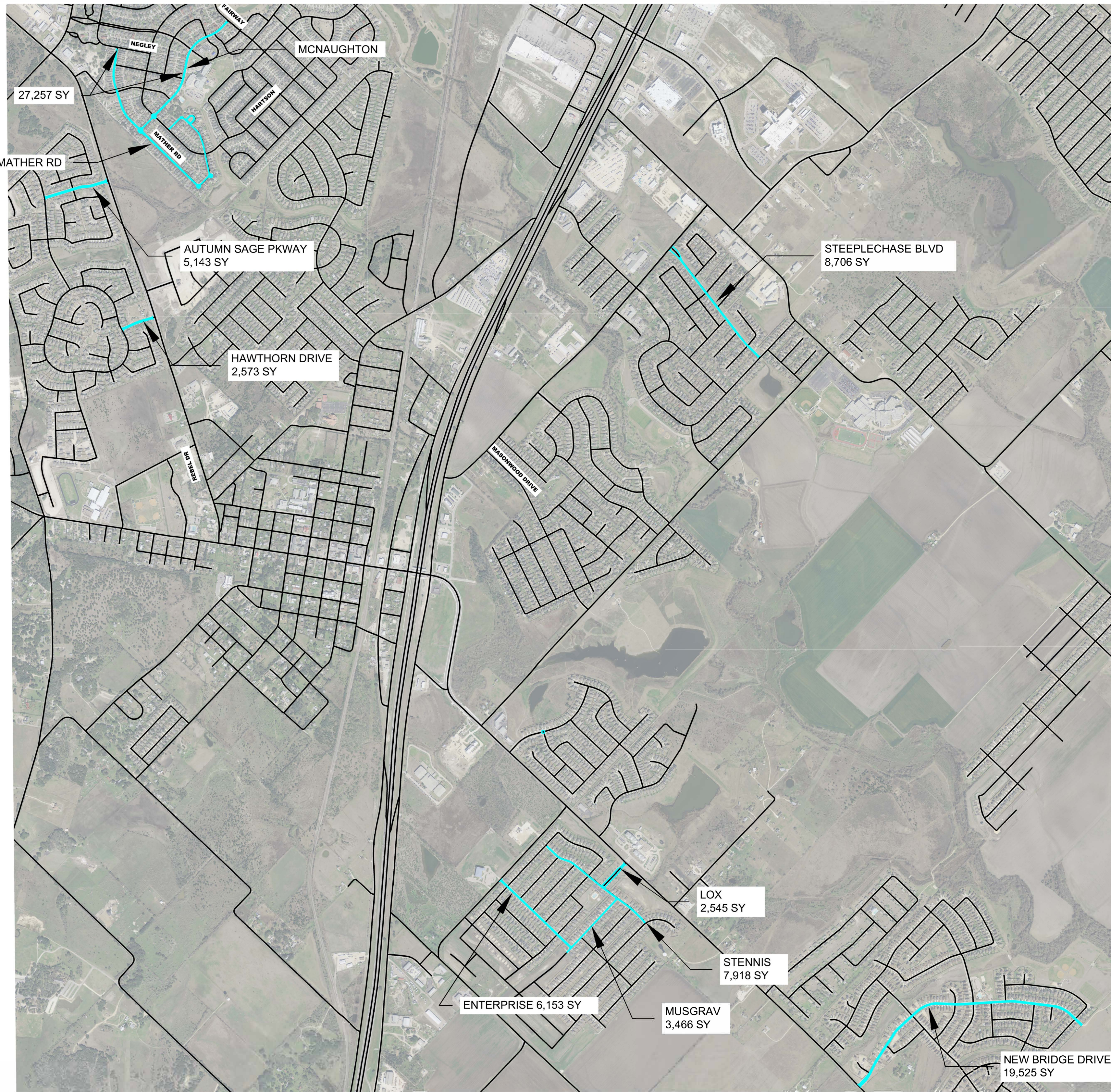
Endorsement No.
Premium \$

Insurance Company

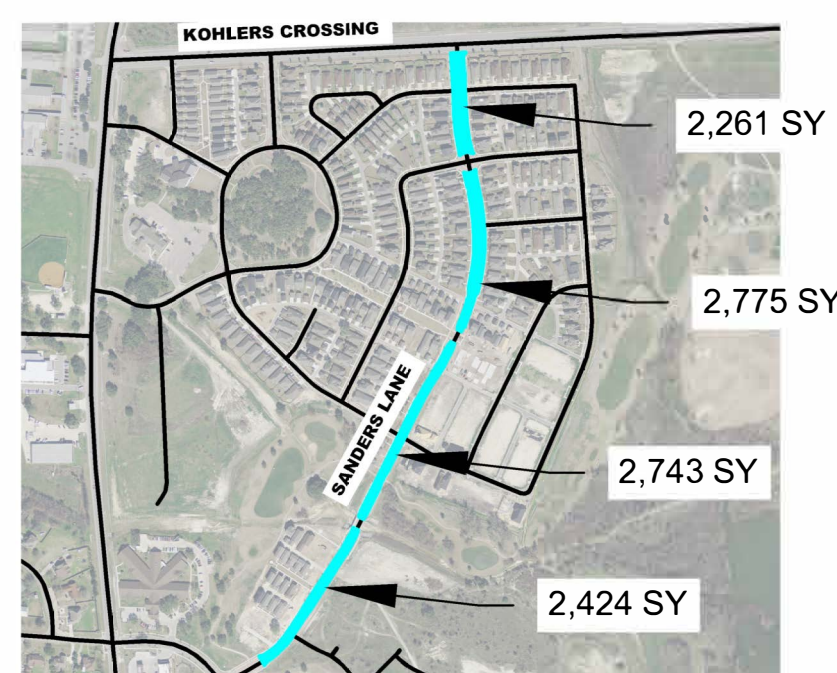
Exhibit 2

Drawing Showing Estimated Micro Surface Quantities and
Project Limits

Estimated Cost for Micro Surfacing Quantities



SN	STREET NAME	MICRO SURFACE LIMITS	MICRO SURFACE AREA
1.0	SANDERS LANE	BETWEEN FAIRWAY AND KOHLERS CROSSING	10,203 SY
2.0	MCNAUGHTON	BETWEEN FAIRWAY AND MATHER ROAD	27,257 SY
3.0	MATHER ROAD	BETWEEN NEGLEY AND HARTSON	
4.0	AUTUMN SAGE PKWAY	BETWEEN CAMELIA PKWAY AND REBEL DRIVE	
5.0	HAWTHORN DRIVE	BETWEEN HOMETOWN PKWAY AND REBEL DRIVE	2,573 SY
6.0	STEEPLECHASE BLVD	BETWEEN GOFORTH ROAD AND BRANDI CIRCLE	4,353 SY (HALF OF THE TOTAL AREA)
7.0	KYLE CROSSING	BETWEEN OLD BRIDGE TRAIL AND KOHLERS CROSSING	11,977 SY
8.0	NEW BRIDGE DRIVE	BETWEEN FM 150 AND HOLLY MISTLETOE LN	19,525 SY
9.0	MUSGRAV	BETWEEN STENNIS AND ENTERPRISE	3,466 SY
10.0	ENTERPRISE	BETWEEN MUSGRAV AND OLD POST ROAD	6,153 SY
11.0	AMBER OAK DR	BETWEEN AMBERWOOD LOOP AND CHERRYWOOD	6,225 SY
12.0	CHERRYWOOD	BETWEEN AMBERWOOD LOOP AND WINDY HILL ROAD	10,975 SY
13.0	STENNIS	BETWEEN ATLANTIS AND GODDARD	7,918 SY
14.0	LOX	BETWEEN FM 150 AND STENNIS	2,545 SY
TOTAL AREA			116,649 SY



2020 MICROSURFACE PROJECTS

NOTE:

- SOME OF THE STREETS REQUIRE REPAIR PRIOR TO MICRO SURFACE. CITY OF KYLE PUBLIC WORKS DEPARTMENT TO DO SUCH REPAIRS.

REV #	REVISION DESCRIPTION	DATE

**MICRO SURFACE PROJECTS
2020**

CITY OF KYLE
ENGINEERING DEPARTMENT
100 W CENTER STREET
KYLE, TX 78640
PH (512) 262-3965

DATE: 04-04-2017
JOB NO: _____
DRAWN BY: KG
APPROVED BY: LB

Item No.	Description	Unit	Quantity	Unit Price	Amount
	Micro Surface	SY	116,649.00	3.51	\$ 409,437.99

Exhibit 3

Quantities and Bid Prices for Striping the Project Limit

Specifications for Striping



VIKING Construction, Inc.

2592 Shell Road
Georgetown, TX 78628
Office 1(512)930-5777 ▼ Facsimile 1(512) 868-1955

*Preserving Texas roads with
pride and integrity.*

Description	Unit	QTY	Unit Price	TOTAL
TY IIAA	EA	400	\$ 5.25	\$ 2,100.00
TYIIBB	EA	300	\$ 10.50	\$ 3,150.00
ELIMINATE	LS	1	\$ 12,600.00	\$ 12,600.00
REF PAV MRK TY I 100M W 24" STOP BARS	LF	1,490	\$ 8.40	\$ 12,516.00
REF PM TY I 100M ARROW "LEFT TURN"	EA	10	\$ 210.00	\$ 2,100.00
REF PM TY I(W)12" SLD, TURN BAY, PED XING	LF	1,470	\$ 5.78	\$ 8,496.60
REF PAV MRK TY I (W)4" SLD	LF	1,700	\$ 1.32	\$ 2,244.00
REF PM TY I (Y)4"(SLD)	LF	10,670	\$ 0.79	\$ 8,429.30
REFLECTORIZED TYPE I DIRECTION (WORD "ONLY"), 8" WHITE 100 MIL	NO	1	\$ 150.00	\$ 150.00
TWO MESSAGE BOARDS	MO	2	\$ 5,515.00	\$ 11,030.00
			TOTAL	\$ 62,815.90

**SPECIAL PROVISION TO
Standard Specification Item NO. 803S
“Barricades, Signs, and Traffic Handling”**

For this project Standard Specification Item No. 803S, “Barricades, Signs, and Traffic Handling”, of the City of Austin Standard Technical Specifications is hereby amended with respect to the clauses cited below. No other clauses or requirements of this Section of the City of Austin Standard Specifications are waived or changed.

Section 803S.7 Payment:

Add the following to the list of Pay Items:

Pay Item No. SP803S-LS: Barricades, Signs, Traffic Handling, and Temporary Signs/Markings – Lump Sum

Add the following COA Standard Specifications to the list of **Related Cross Reference Materials**.

<u>Designation</u>	<u>Description</u>
Item No. 802S-2	CIP Movable Project Sign Type II
Item No. 804S-1	Arterial One Lane Closure
Item No. 804S-1A	Temporary Arterial One Lane Closure
Item No. 804S-2	Collector/Residential Street Flagging Operations
Item No 804S-3	Temporary Traffic Control Pavement Markings
Item No. 804S-4	Safety Fence
Item No. 804S-5	Channelizing Devices

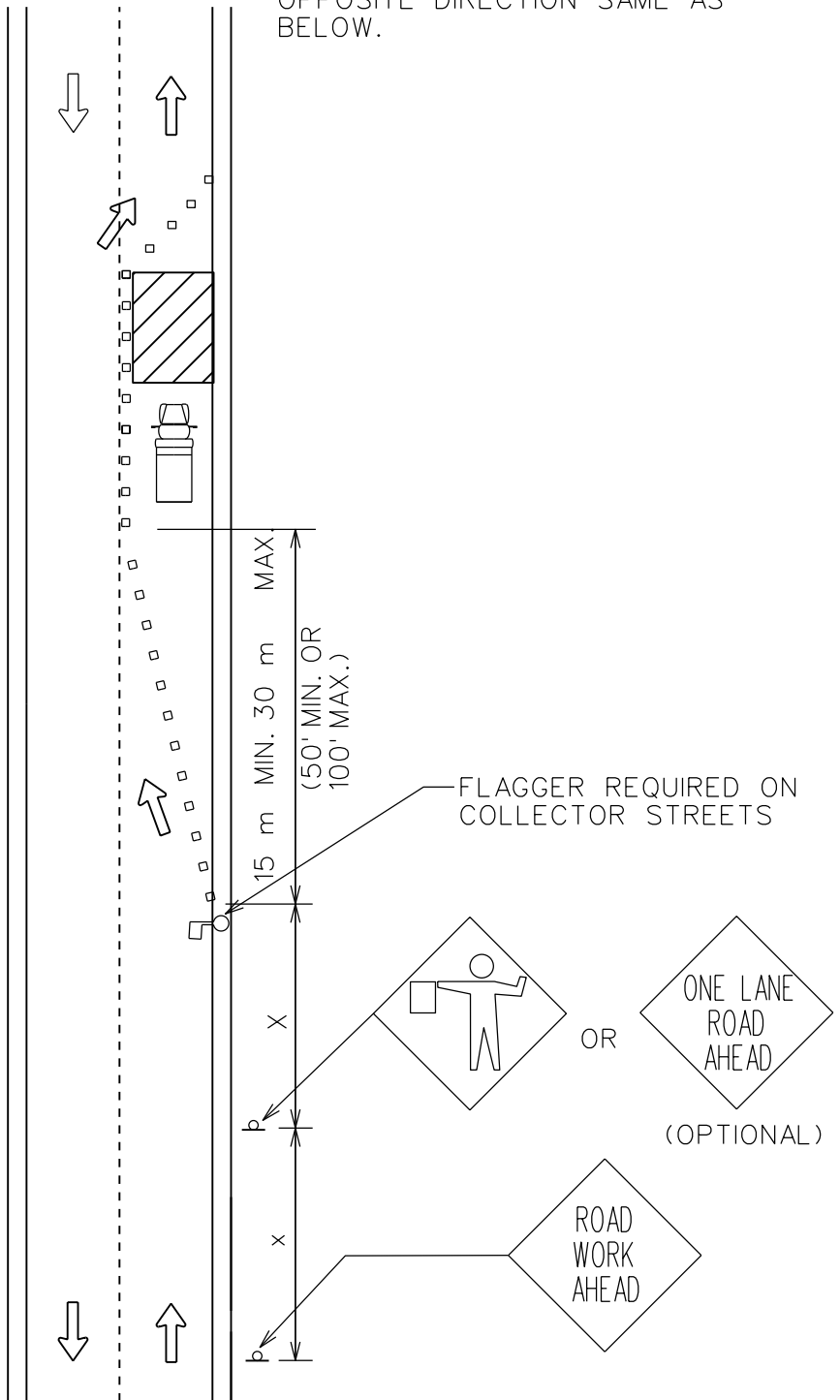
End.

FLAGGER REQUIRED ON COLLECTOR STREETS

NOTE:

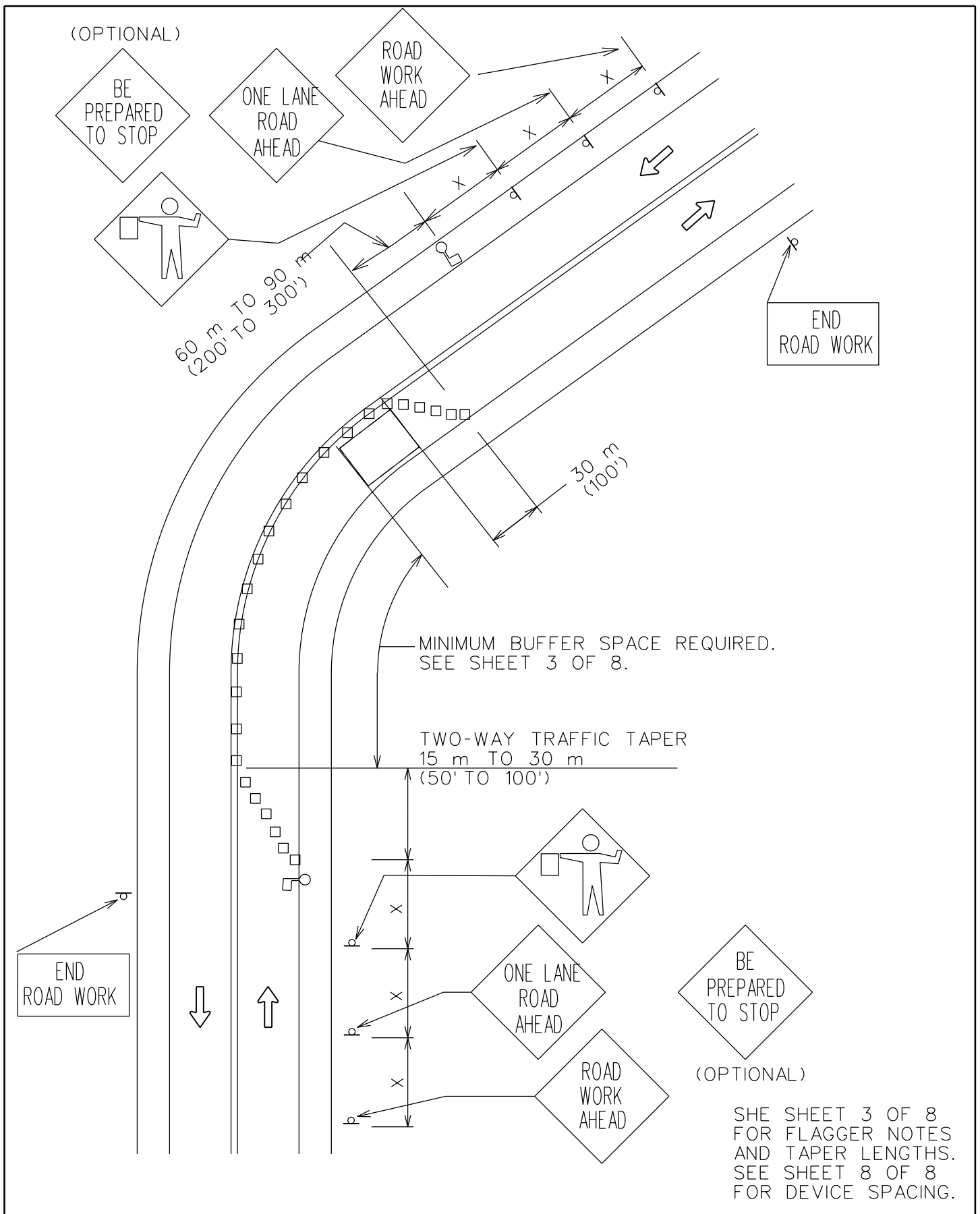
WARNING SIGN SEQUENCE IN OPPOSITE DIRECTION SAME AS BELOW.

USE OF SECOND FLAGGER IS OPTIONAL.



SHE SHEET 3 OF 8 FOR FLAGGER NOTES AND TAPER LENGTHS. SEE SHEET 8 OF 8 FOR DEVICE SPACING.

<p>CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS</p>	<p>COLLECTOR / RESIDENTIAL STREET FLAGGING OPERATIONS</p>	
<p>RECORD COPY SIGNED BY <u>BILL GARDNER</u></p>	<p>03/13/06 ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p> <p>STANDARD NO. 804S-2 Item # 17 1 of 8</p>



CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

FLAGGER SETUP FOR 2 LANE ROADWAY

RECORD COPY SIGNED
BY BILL GARDNER 03/13/06
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.
804S-2
Item # 17
2 of 8

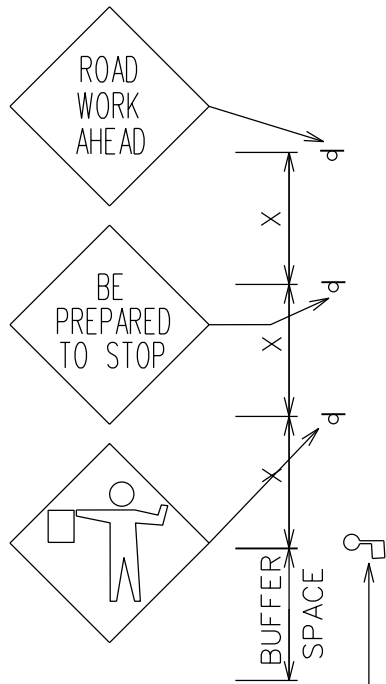
1. FOR DAYTIME WORK, THE FLAGGER SHALL WEAR AN APPROVED BRIGHTLY COLORED VEST. FOR NIGHTTIME WORK, THE VEST SHALL BE RETROFLECTIVE. THE RETROFLECTIVE MATERIAL SHALL BE ORANGE, YELLOW, WHITE, SILVER, STRONG YELLOW-GREEN OR A FLOURESCENT VERSION OF THESE COLORS AND SHALL BE VISIBLE AT A MINIMUM DISTANCE OF 305 m (1,000').
2. FOR LOW-VOLUME APPLICATIONS, A SINGLE FLAGGER MAY BE ADEQUATE. WHERE ONE FLAGGER CAN BE USED, SUCH AS FOR SHORT WORK AREAS ON STRAIGHT ROADWAYS, THE FLAGGER MUST BE VISIBLE TO APPROACHING TRAFFIC FROM BOTH DIRECTIONS.
3. FLAGGERS SHALL USE ONLY STOP/SLOW PADDLE TO DIRECT TRAFFIC UNLESS WORKING IN A SIGNALIZED INTERSECTION WHERE DRIVERS MAY BE CONFUSED BY THE SIGN PADDLE. HAND SIGNAL MAY BE USED IN THESE SITUATIONS.
4. FLAGGERS SHALL ENSURE THAT ALL REQUIRED SIGNING IS IN PLACE PRIOR TO BEGINNING FLAGGING OPERATIONS.
5. FLAGGERS SHALL NOT PERFORM WORK THAT IS NOT RELATED TO FLAGGING WHILE ON DUTY.
6. FLAGGERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF AN EMERGENCY CONDITION.
7. FLAGGERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS WHEN OUT OF CLEAR VIEW OF EACH OTHER.
8. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.

TAPER LENGTHS

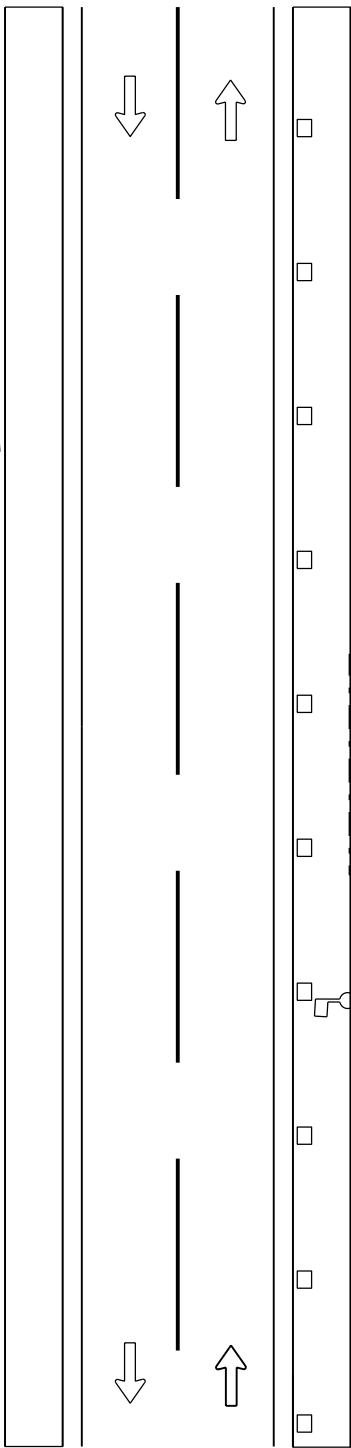
SPEED (kmph)	SPEED* (mph)	LENGTH (meters)	LENGTH (feet)
30	20	11	35
40	25	17	55
50	30	26	85
55	35	36	120
65	40	51	170
70	45	66	220
80	50	84	280
90	55	101	335
95	60	125	415
105	65	146	485

*POSTED SPEED

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FLAGGER SETUP FOR 2 LANE ROADWAY	
<i>RECORD COPY SIGNED BY BILL GARDNER</i>	<i>03/13/06</i> ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
		STANDARD NO. 804S-2 <small>3 of 8</small> Item # 17



FLAGGER REQUIRED ON COLLECTOR STREETS. ADDITIONAL FLAGGERS MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS.

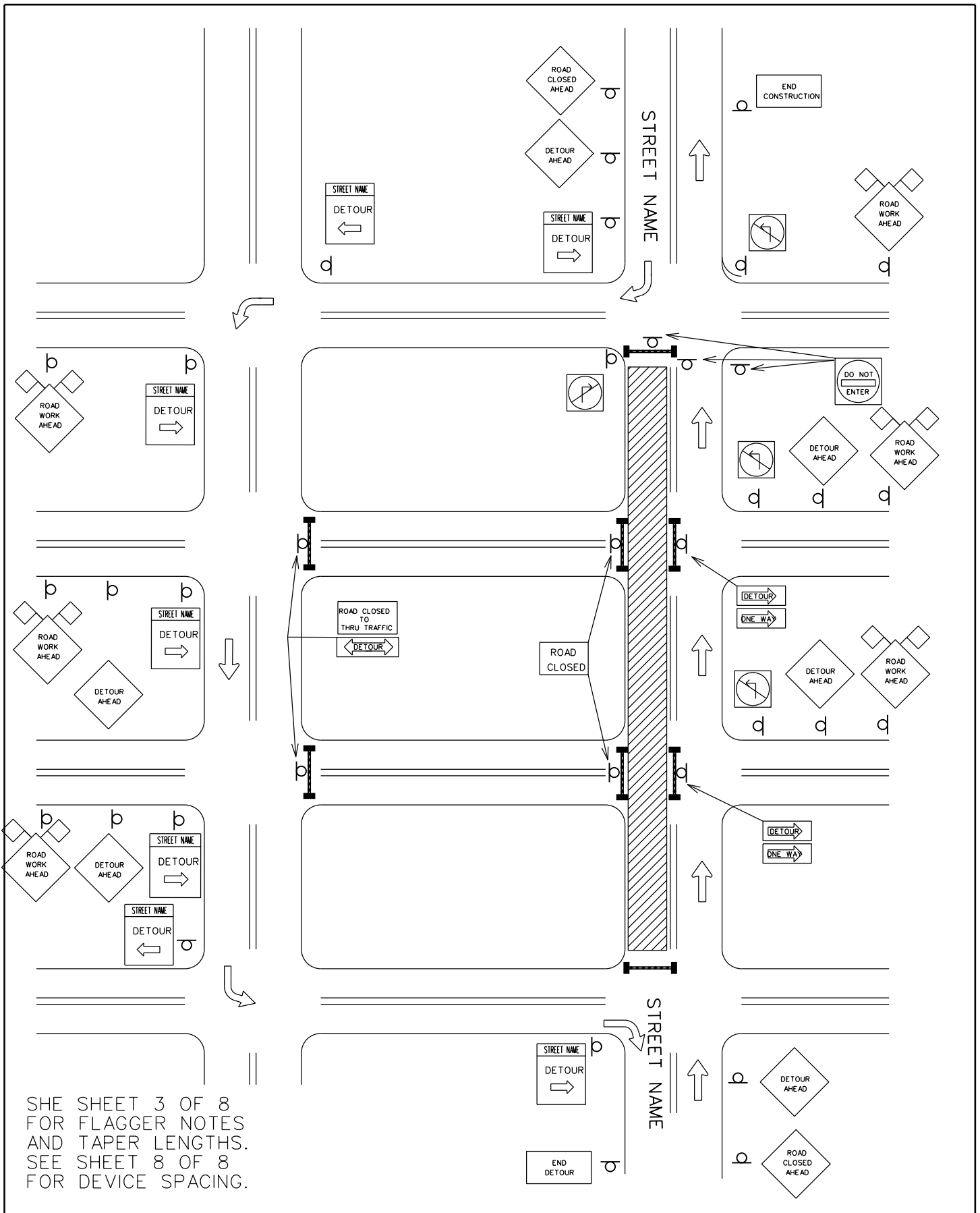


VEHICLES ENTERING & EXITING IN THIS AREA

FLAGGER REQUIRED ON COLLECTOR STREETS. ADDITIONAL FLAGGERS MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS.

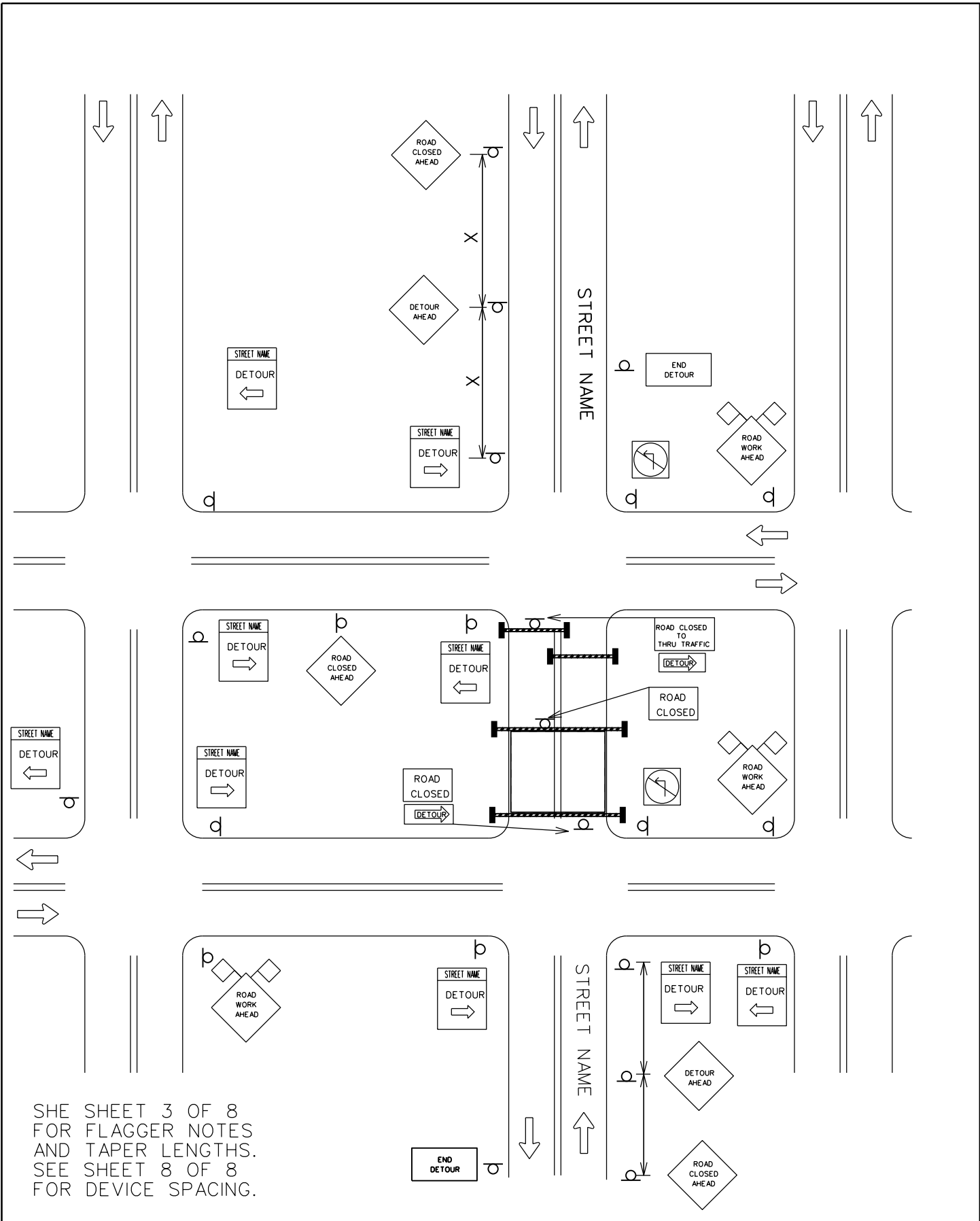
SHE SHEET 3 OF 8 FOR FLAGGER NOTES AND TAPER LENGTHS. SEE SHEET 8 OF 8 FOR DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		FLAGGER SETUP FOR VEHICLES ENTERING AND EXITING WORK SITE	
RECORD COPY SIGNED BY <u>BILL GARDNER</u>	<u>03/13/06</u> ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 Item # 17 <small>4 of 8</small>



SHE SHEET 3 OF 8
 FOR FLAGGER NOTES
 AND TAPER LENGTHS.
 SEE SHEET 8 OF 8
 FOR DEVICE SPACING.

<p align="center">CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS</p>	<p align="center">STREET DETOUR SINGLE DIRECTION</p>	
<p><i>RECORD COPY SIGNED BY BILL GARDNER</i></p>	<p align="center">03/13/06 ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p> <p align="right">STANDARD NO. 804S-2 5 of 8 Item # 17</p>



SEE SHEET 3 OF 8
 FOR FLAGGER NOTES
 AND TAPER LENGTHS.
 SEE SHEET 8 OF 8
 FOR DEVICE SPACING.

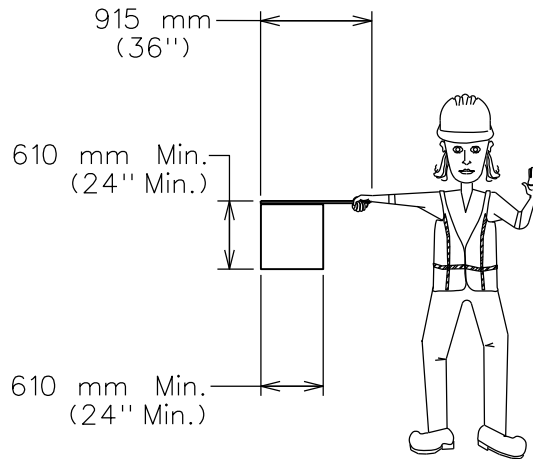
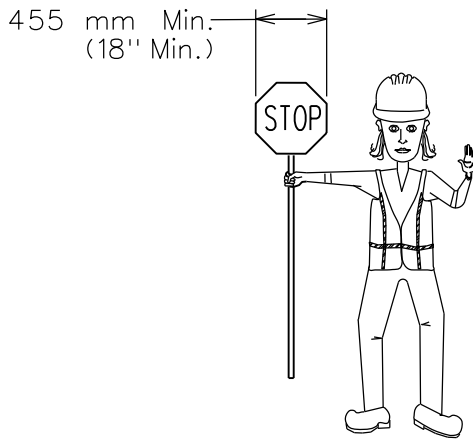
<p>CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS</p>	<p>STREET DETOUR BOTH DIRECTIONS</p>	
<p>RECORD COPY SIGNED BY <u>BILL GARDNER</u></p>	<p><u>03/13/06</u> ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p> <p>STANDARD NO. 804S-2 Item # 17 <small>6 of 8</small></p>

PREFERRED METHOD

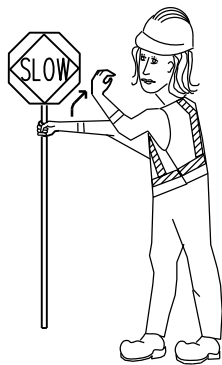
EMERGENCY USE ONLY

PADDLE

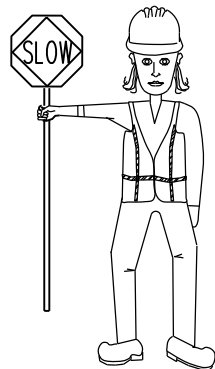
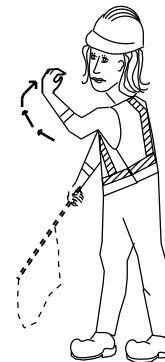
FLAG



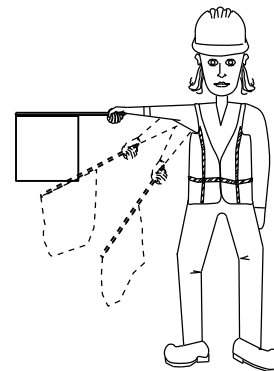
TO STOP TRAFFIC



TRAFFIC PROCEED



TO ALERT AND
SLOW TRAFFIC



SHE SHEET 3 OF 8
FOR FLAGGER NOTES.

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

USE OF HAND SIGNALING DEVICES

RECORD COPY SIGNED
BY BILL GARDNER

03/13/06
ADOPTED


THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

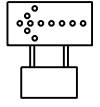
STANDARD NO.
804S-2
Item # 17

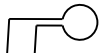
Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	"X" Dimension
50	30	$L = \frac{WS^2}{60}$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

LEGEND

 Channelizing devices

 Trailer mounted
flashing arrow
board

 Flagger

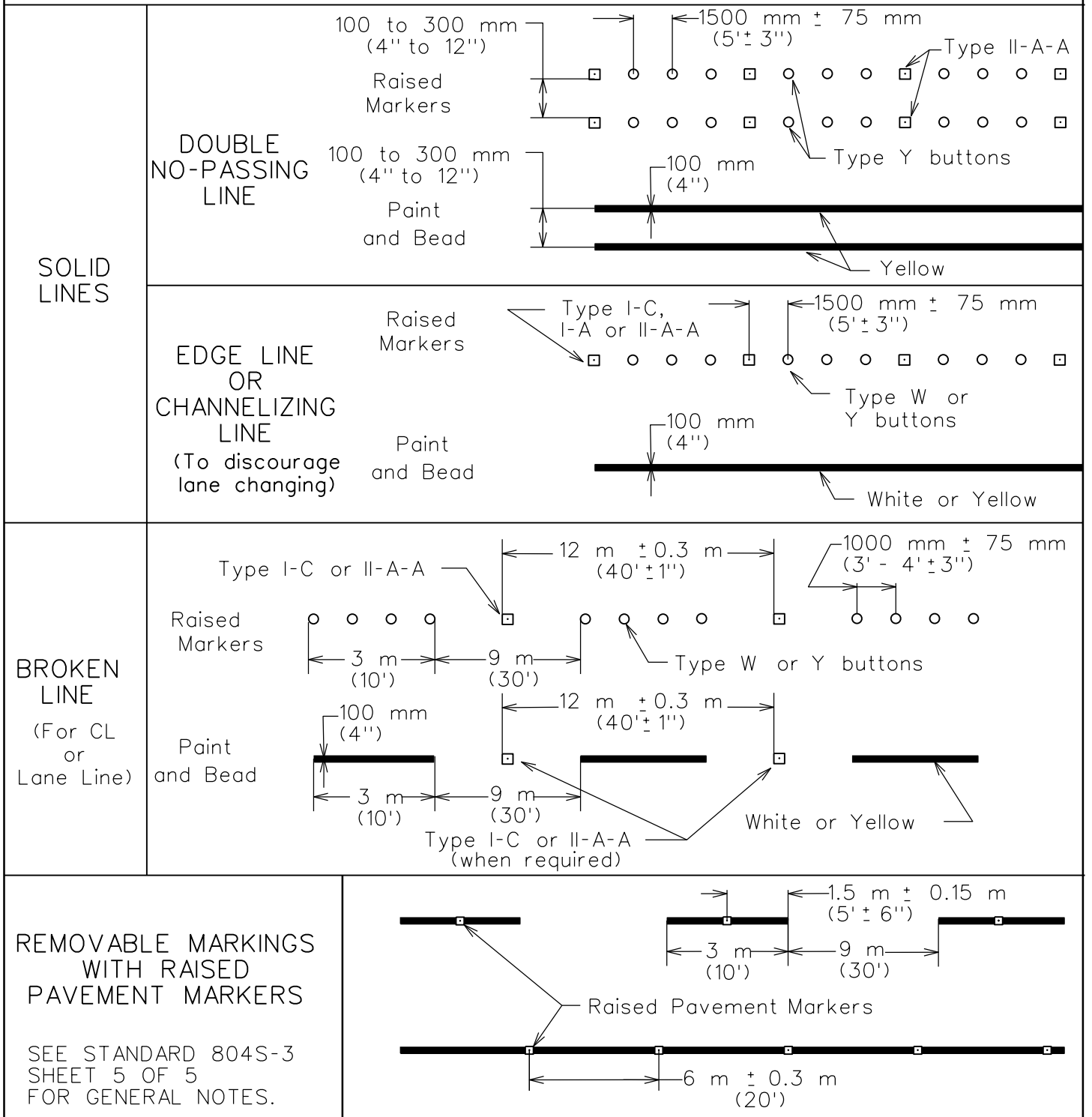
TRAFFIC DETOUR NOTES:

1. "STREET CLOSED" AND "STREET CLOSED TO THRU TRAFFIC" MAY BE USED IN PLACE OF "ROAD CLOSED" AND "ROAD CLOSED TO THRU TRAFFIC".
2. THE USE OF A STREET SIGN NAME MOUNTED WITH THE M4-9 DETOUR SIGN** IS REQUIRED. THE STREET NAME PLATE SHOULD BE PLACED ABOVE THE DETOUR SIGN. THE PLATE MAY HAVE EITHER A WHITE-ON-GREEN OR A BLACK-ON-ORANGE LEGEND.
3. ADDITIONAL "DO NOT ENTER SIGNS" MAY BE DESIRABLE AT INTERSECTIONS WITH INTERVENING STREETS.
4. A M4-9 DETOUR SIGN** WITH AN ADVANCE TURN ARROW MAY BE USED IN ADVANCE OF A TURN. ON MULTI-LANE STREETS, SUCH SIGNS SHOULD BE USED.
5. M4-9 DETOUR SIGNS** MAY BE LOCATED ON THE FAR SIDE OF INTERSECTIONS.

** TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

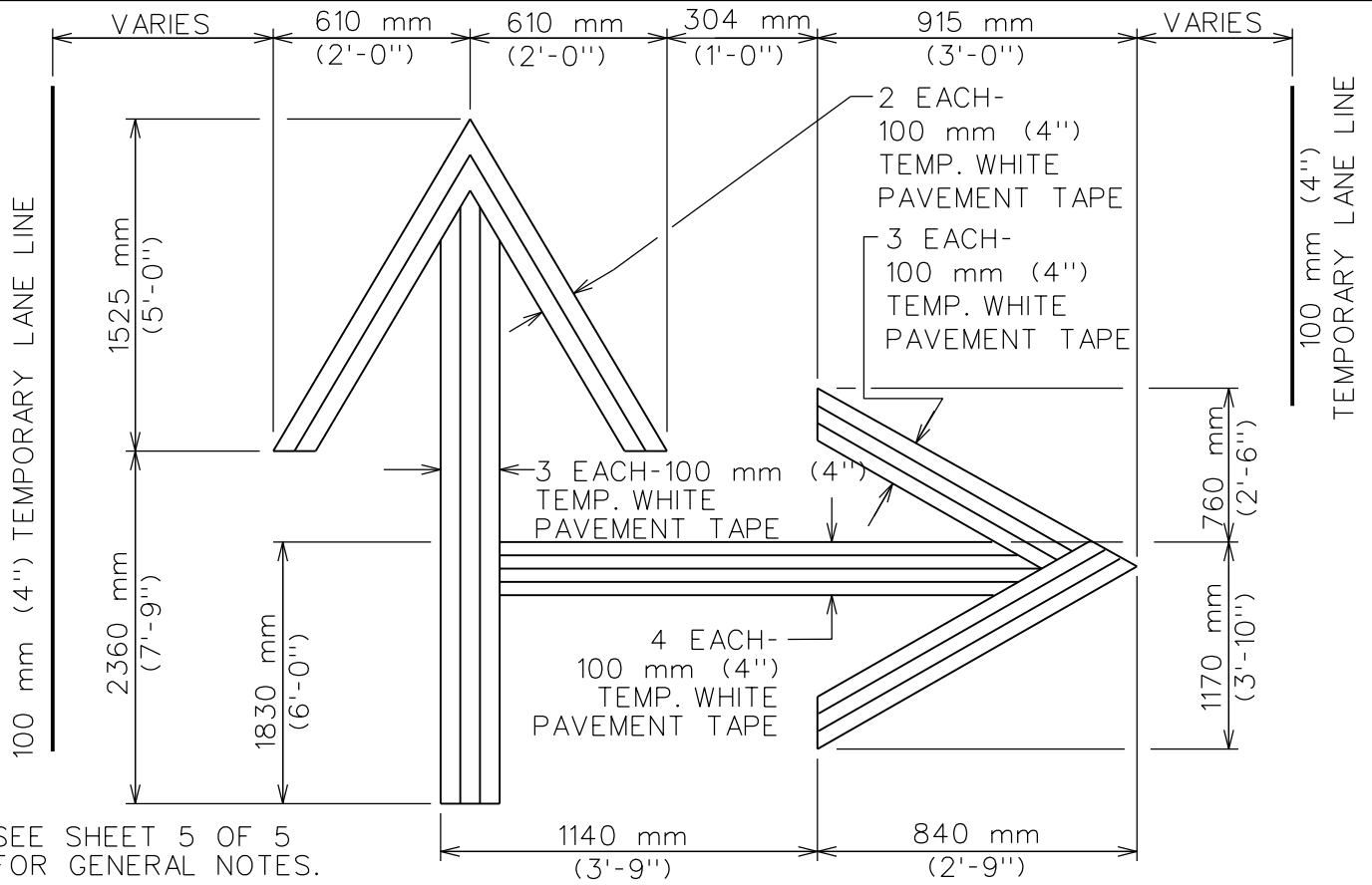
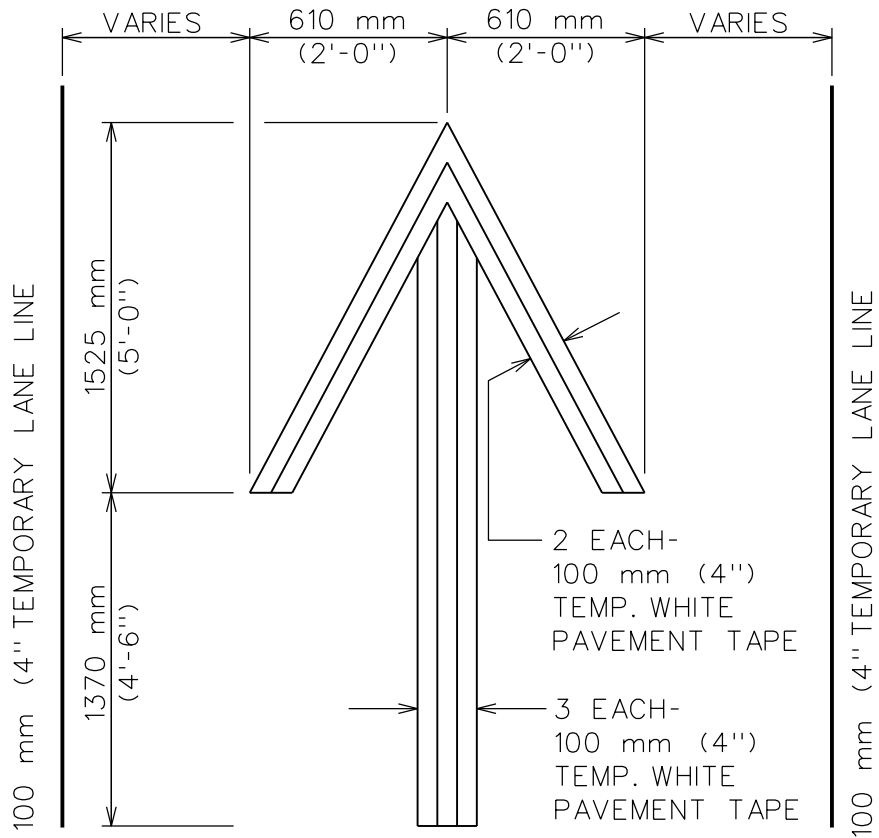
<p>CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS</p>	<p>TYPICAL LENGTHS & SPACING OF DEVICES, LEGEND and GENERAL NOTES</p>	
<p><i>RECORD COPY SIGNED BY BILL GARDNER</i></p>	<p>03/13/06 ADOPTED</p>	<p>STANDARD NO. 804S-2 Item # 17</p>
		<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p>

STANDARD WORK ZONE PAVEMENT MARKINGS DETAIL



NOTE: IF RAISED PAVEMENT MARKERS ARE USED TO SUPPLEMENT REMOVABLE MARKINGS, THE MARKERS SHALL BE APPLIED TO THE TOP OF THE TAPE AT THE APPROXIMATE MID-LENGTH OF TAPE BROKEN LINES AND AT APPROXIMATE 6 m (20') SPACING FOR SOLID LINES. THIS ALLOWS AN EASIER REMOVAL OF RAISED MARKERS AND TAPE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TEMPORARY TRAFFIC CONTROL PAVEMENT MARKINGS		
RECORD COPY SIGNED BY <u>BILL GARDNER</u>	03/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-3 Item # 17



SEE SHEET 5 OF 5
FOR GENERAL NOTES.

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

**TEMPORARY REMOVABLE TAPE,
ARROWS AND LEGENDS**

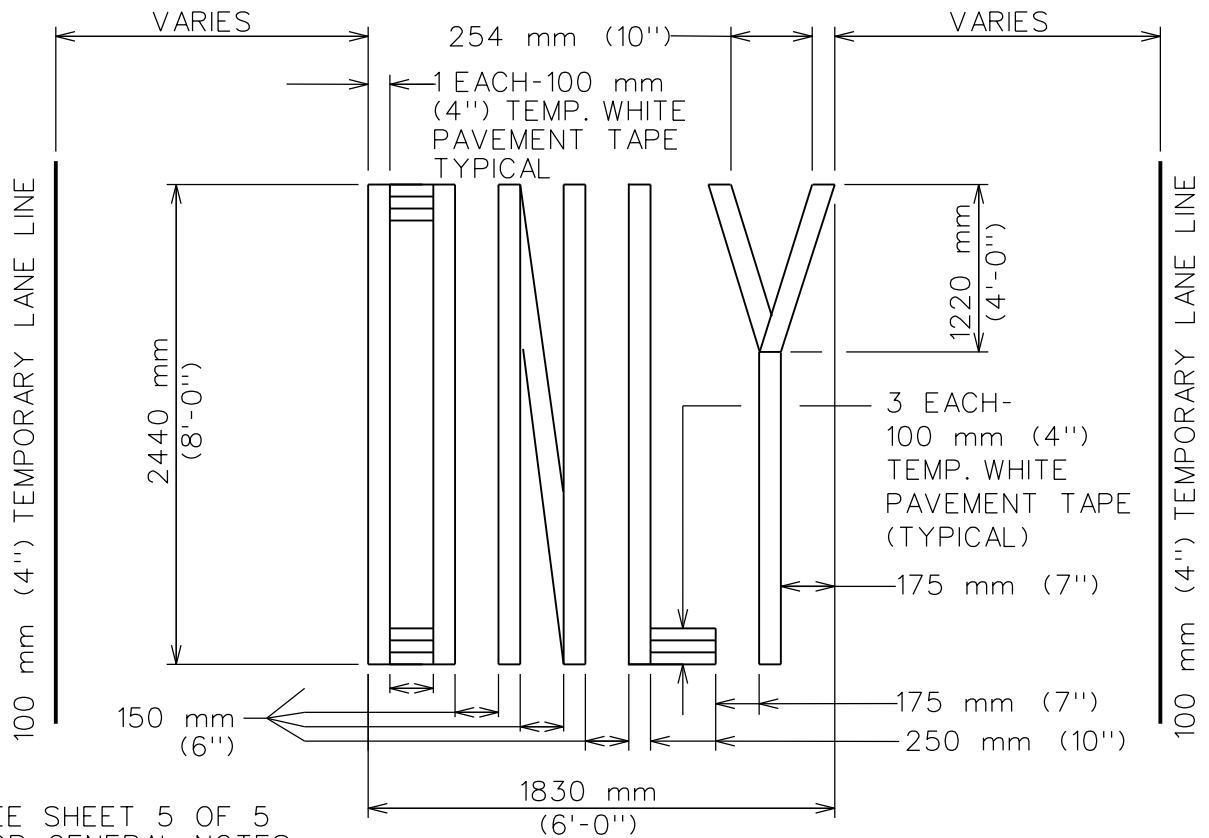
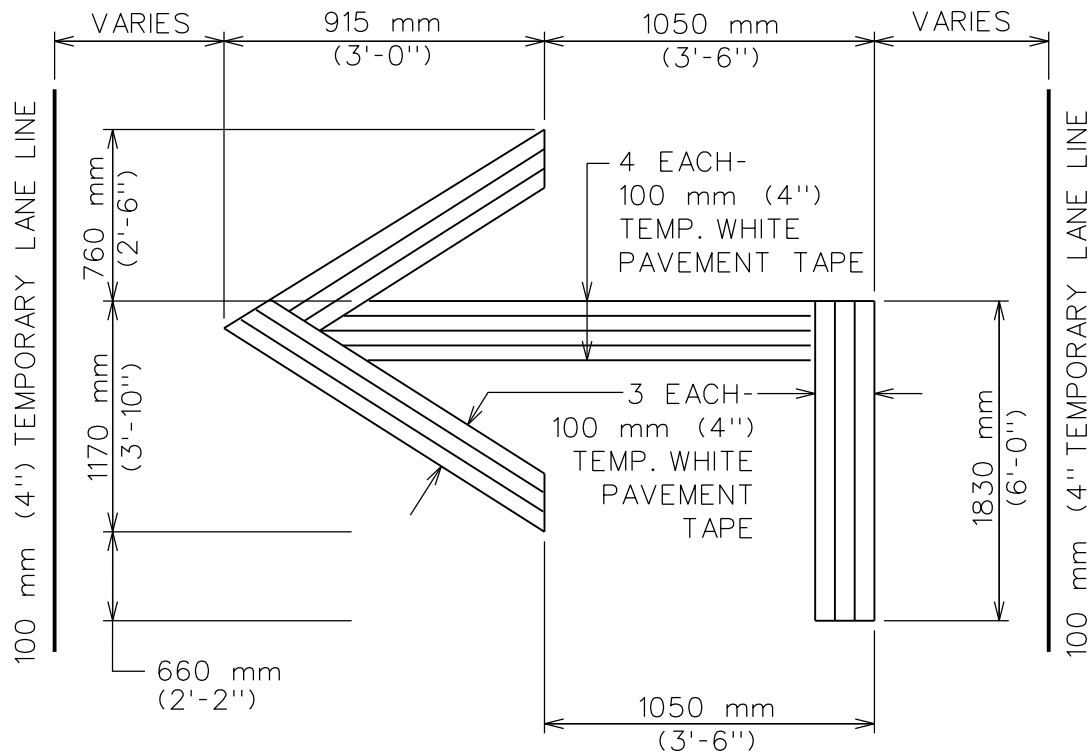
RECORD COPY SIGNED
BY BILL GARDNER

03/13/06
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.

804S-3
Item # 17
2 of 5



SEE SHEET 5 OF 5
FOR GENERAL NOTES.

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

**TEMPORARY REMOVABLE TAPE,
ARROWS AND LEGENDS**

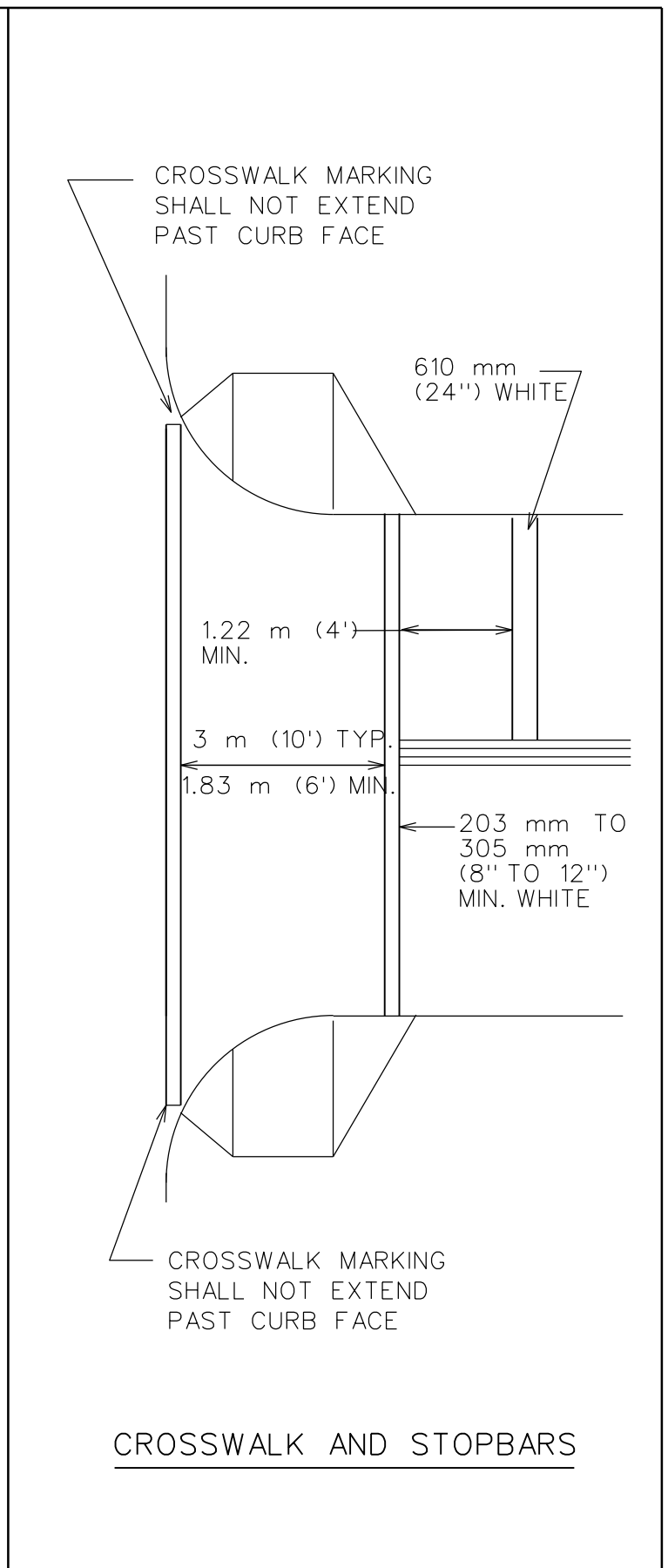
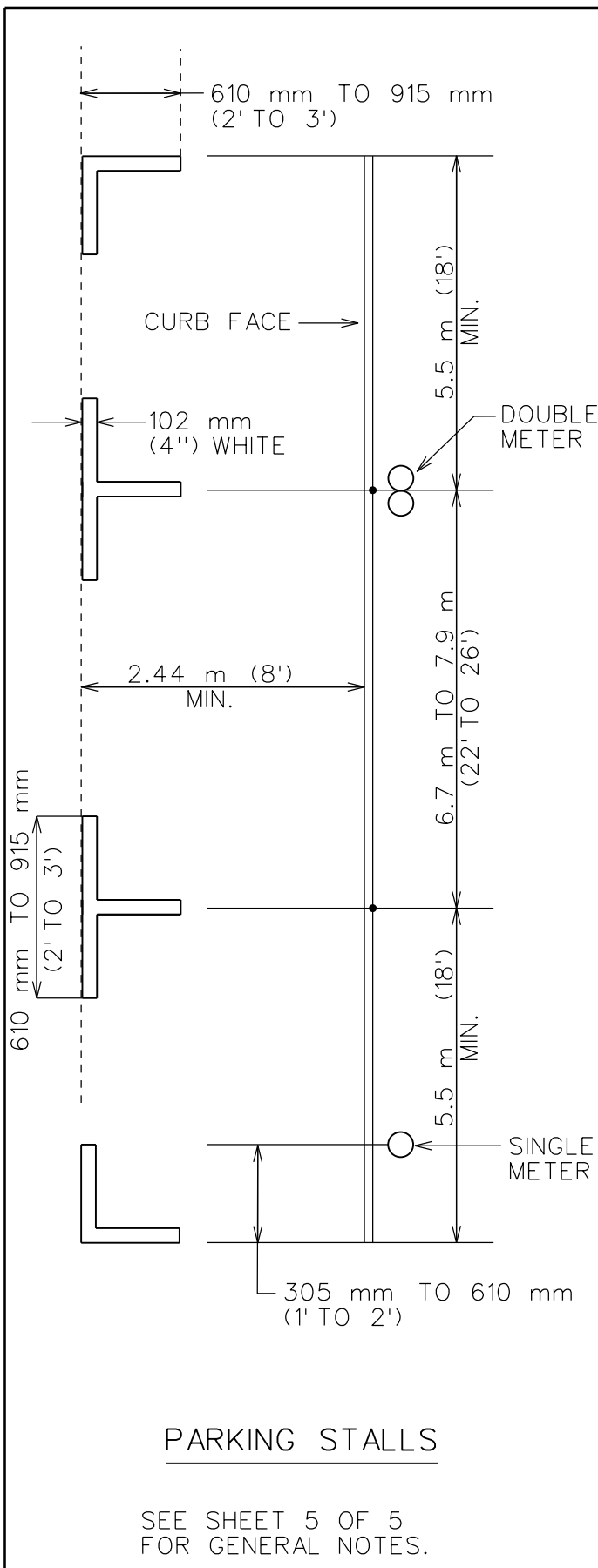
RECORD COPY SIGNED
BY BILL GARDNER

03/13/06
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.

804S-3
Item # 17
3 of 5



CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

PARKING STALLS, CROSSWALK AND STOP BARS

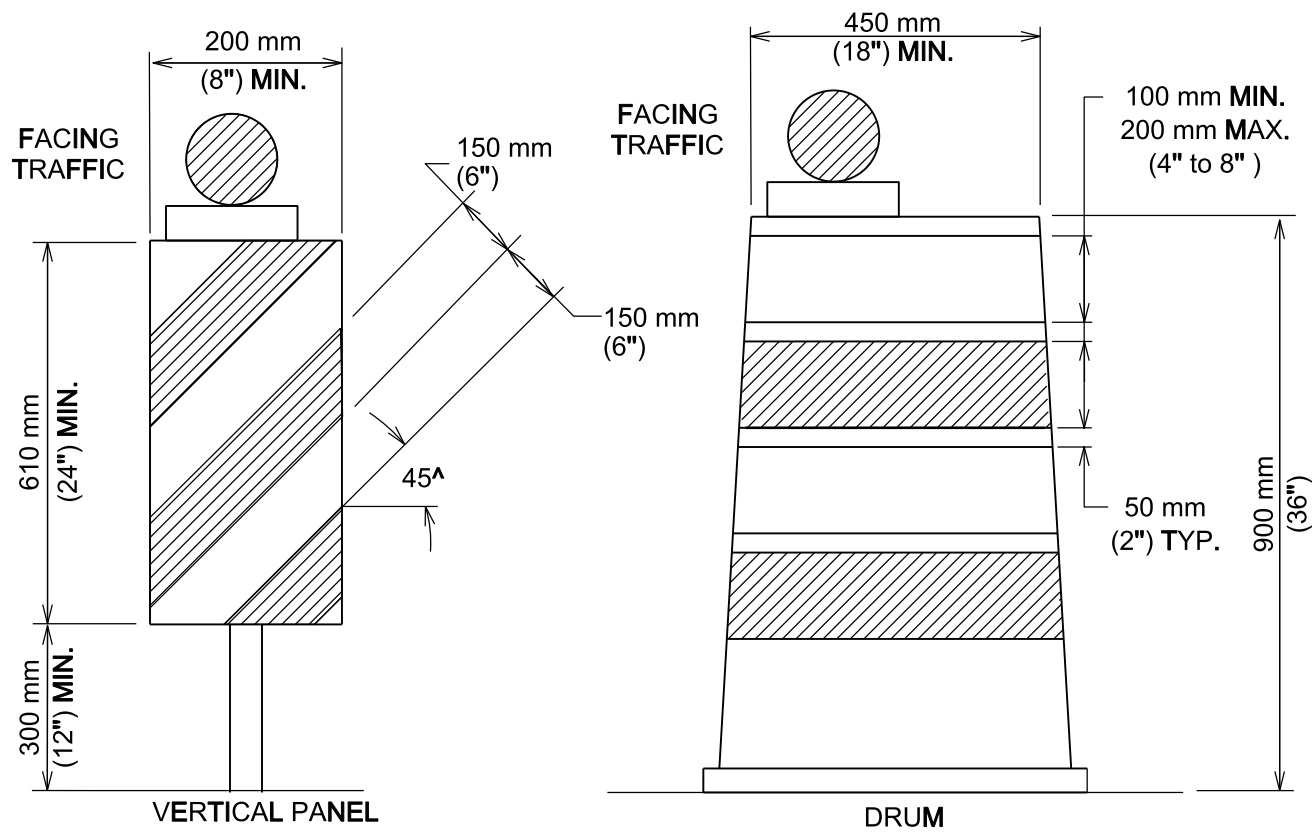
RECORD COPY SIGNED
BY BILL GARDNER 03/13/06
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

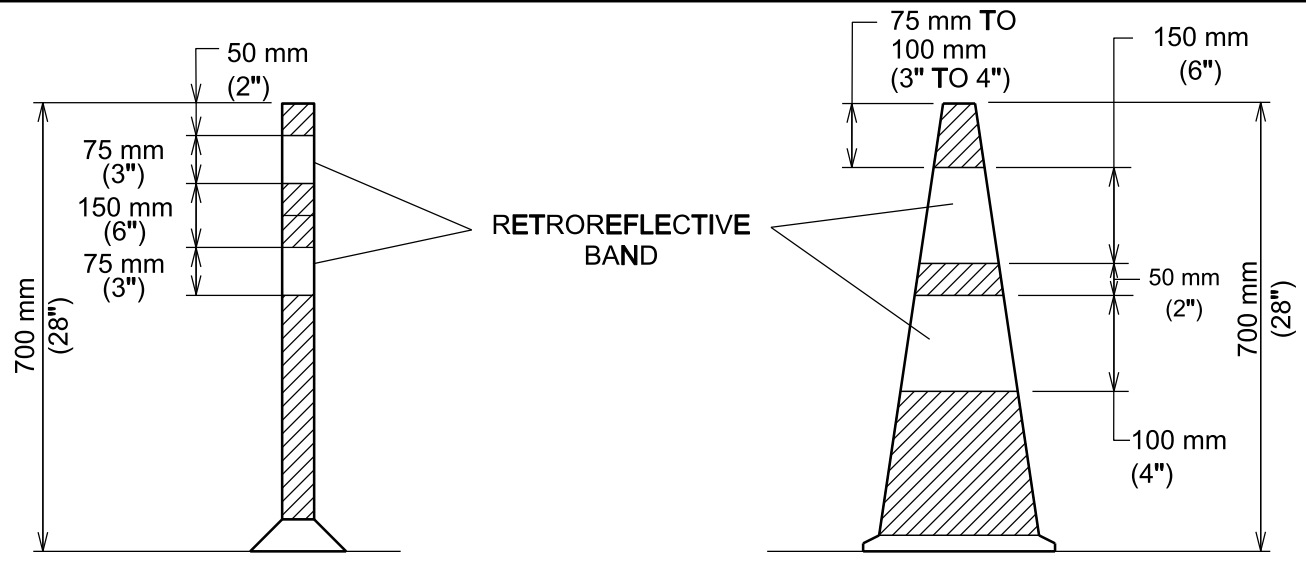
STANDARD NO.
804S-3
Item # 17
4 of 5

1. ALL PAVEMENT MARKINGS USED SHALL CONFORM TO THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY AND EXISTING PAVEMENT MARKINGS ON ALL ROADWAYS WITHIN THE CONSTRUCTION LIMITS AND ON ANY ROADWAY OUTSIDE THE CONSTRUCTION LIMITS THAT REQUIRES THE REROUTING OF TRAFFIC FOR HIS WORK.
3. ALL ROADWAYS TO BE OPENED TO TRAFFIC SHALL HAVE TEMPORARY OR STANDARD PAVEMENT MARKINGS INSTALLED AS SHOWN IN THE DRAWINGS, AT THE END OF EACH DAY'S OPERATION.
4. MARKINGS SHALL PROVIDE A VISIBLE REFERENCE FOR A MINIMUM DISTANCE OF 91.5 m (300') DURING NORMAL DAYLIGHT HOURS AND 49 m (160') WHEN ILLUMINATED BY AUTOMOBILE LOW-BEAM HEADLIGHTS AT NIGHT, UNLESS SIGHT DISTANCE IS RESTRICTED BY ROADWAY GEOMETRICS.
5. ALL TEMPORARY REMOVABLE PAVEMENT MARKINGS SHALL BE SUPPLEMENTED WITH RAISED PAVEMENT MARKERS.
6. TEMPORARY REMOVABLE PAVEMENT MARKING TAPE IS THE PREFERRED PAVEMENT MARKING; HOWEVER, THE CONTRACTOR MAY, WITH APPROVAL OF THE ENGINEER OR DESIGNATED REPRESENTATIVE, USE RAISED PAVEMENT MARKINGS, PAINT AND BEADS OR THERMOPLASTIC IF THE ROADWAY IS TO BE COMPLETELY RESURFACED.
7. PAVEMENT MARKINGS THAT ARE NO LONGER APPLICABLE AND WHICH MAY CREATE CONFUSION OR DIRECT A MOTORIST TOWARD OR INTO THE CLOSED PORTION OF THE ROADWAY, SHALL BE REMOVED OR OBLITERATED BEFORE THE ROADWAY IS OPENED TO TRAFFIC. THE ABOVE DOES NOT APPLY TO SHORT-DURATION, SHORT TERM STATIONARY OR INTERMEDIATE TERM STATIONARY WORK.
8. REMOVAL OR OBLITERATION OF PAVEMENT MARKINGS INCLUDES CENTERLINES, CHANNELIZING LINES, LANE LINES, EDGE LINES, WORDS, ARROWS, SYMBOLS AND RAISED PAVEMENT MARKINGS.
9. PAVEMENT MARKINGS SHALL BE REMOVED OR OBLITERATED TO THE FULLEST EXTENT POSSIBLE, SO AS NOT TO LEAVE A DISCERNIBLE MARK. GRINDING OF PAVEMENT MARKINGS WILL ONLY BE ALLOWED ON PAVEMENT THAT IS TO BE COMPLETELY REPLACED.
10. TEMPORARY FLEXIBLE-REFLECTIVE TABS MAY BE USED FOR TEMPORARY PAVEMENT MARKINGS ON NEW PAVEMENT, PROVIDED THEY ARE PLACED ON 1.5 m (5') CENTERS.
11. THE CONTRACTOR SHALL PLACE TEMPORARY FLEXIBLE-REFLECTIVE TABS IMMEDIATELY AFTER THE FINAL HMAC OVERLAY AS EACH LANE IS COMPLETED AND READY FOR TRAFFIC. NO DIRECT PAYMENT WILL BE MADE FOR THIS OPERATION, BUT WILL BE CONSIDERED SUBSIDIARY TO THE OTHER BID ITEMS. FINAL STRIPING SHOULD BE COMPLETED WITHIN FOURTEEN (14) DAYS OF THE FINAL PAVING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		GENERAL NOTES	
<i>RECORD COPY SIGNED BY BILL GARDNER</i>	<i>03/13/06</i> ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-3 5 of 5 Item # 17



LONG TERM AND INTERMEDIATE TERM STATIONARY WORK



**TUBULAR MARKERS
SHORT TERM AND SHORT DURATION WORK**

CONES

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		CHANNELIZING DEVICES	
<p><i>RECORD COPY SIGNED BY SAM ANGOORI</i></p> <p>01/04/10</p> <p>ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p>	<p>STANDARD NO. 804S-5 Item # 17</p>	

CHANNELIZING DEVICES

- 1. ALL CHANNELIZING DEVICES SHALL HAVE WARNING LIGHTS OR LARGE REFLECTORS WHEN USED AT NIGHT. FLASHING WARNING LIGHTS MAY BE PLACED ON CHANNELIZING DEVICES USED SINGULARLY OR IN GROUPS TO MARK A SPOT CONDITION. WARNING LIGHTS ON CHANNELIZING DEVICES USED IN A SERIES SHALL BE STEADY-BURN. CHANNELIZING DEVICES IN TAPERS AT NIGHT SHALL HAVE TYPE C WARNING LIGHTS.
- 2. THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE.
- 3. THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR OR SUPPLIER SHALL BE SHOWN ON THE NON-RETROREFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES. THE LETTERS AND NUMBERS SHALL BE A NON-RETROREFLECTIVE COLOR AND NOT OVER 50 mm (2") IN HEIGHT.
- 4. PARTICULAR ATTENTION SHOULD BE GIVEN TO ASSURE THAT CHANNELIZING DEVICES ARE MAINTAINED AND KEPT CLEAN, VISIBLE AND PROPERLY POSITIONED AT ALL TIMES. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

CONES

CONES SHALL PREDOMINANTLY BE ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW-ORANGE IN COLOR, NOT LESS THAN 70 mm (28") IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. FOR NIGHT TIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF CONES SHALL BE PROVIDED BY A WHITE BOND 150 mm (6") WIDE, NO MORE THAN 75 TO 100 mm (3 TO 4") FROM THE TOP OF THE CONE, AND AN ADDITIONAL 100 mm (4") WHITE BAND A MINIMUM OF 50 mm (2") BELOW THE 150 mm (6") BAND. TRAFFIC CONES ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, CONES MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

TUBULAR MARKERS

TUBULAR MARKERS SHALL PREDOMINANTLY BE ORANGE IN COLOR, NOT LESS THAN 700 mm (28") IN HEIGHT, A MINIMUM 50 mm (2") WIDE WHEN FACING TRAFFIC AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES. FOR NIGHT TIME USE, TUBULAR MARKERS SHALL BE RETROREFLECTIVE PROVIDED BY TWO (2) 75 mm (3") WIDE WHITE BANDS PLACED A MAXIMUM OF 50 mm (2") FROM THE TOP, WITH A MAXIMUM OF 150 mm (6") BETWEEN BANDS. TUBULAR MARKERS ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, TUBULAR MARKERS MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

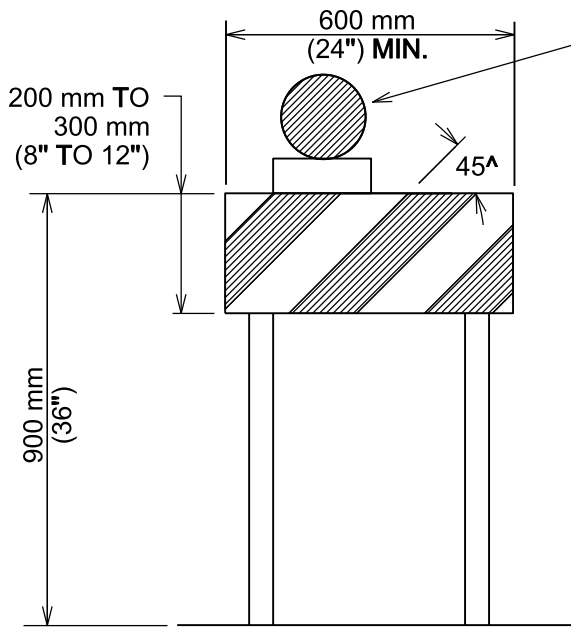
VERTICAL PANELS

VERTICAL PANELS SHALL BE 200 TO 300 mm (8 TO 12") WIDE AND AT LEAST 600 mm (24") IN HEIGHT. THEY SHALL HAVE ORANGE AND WHITE STRIPES, AND BE RETROREFLECTIVE. PANEL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE PANEL HEIGHTS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") STRIPES MAY BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

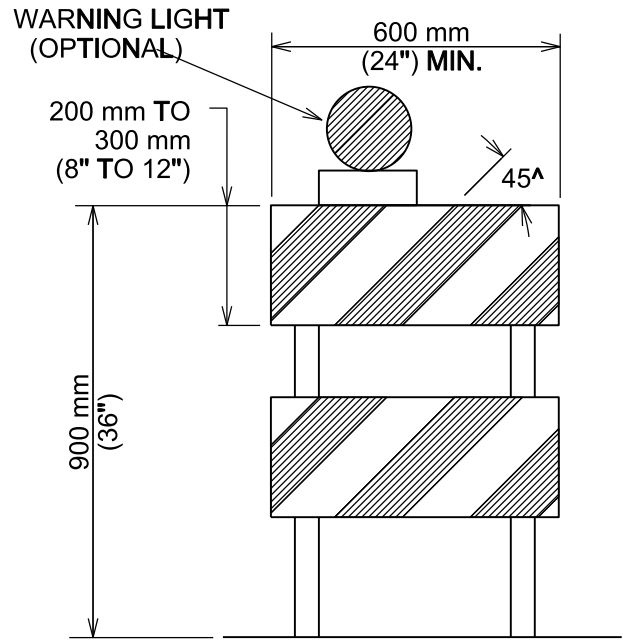
DRUMS

- 1. DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHT-WEIGHT FLEXIBLE AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 900 mm (36") IN HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. STEEL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES 100 TO 200 mm (4 TO 8") WIDE. EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) ORANGE AND TWO (2) WHITE STRIPES. ANY NON-RETROREFLECTIVE SPACES BETWEEN THE HORIZONTAL ORANGE AND WHITE STRIPES, SHALL NOT EXCEED 50 mm (2") WIDE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF ROADWORK OR OTHER DEBRIS.
- 2. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER OR ANY MATERIAL TO AN EXTENT THAT WOULD MAKE THE HAZARDOUS TO MOTORISTS, PEDESTRIANS OR WORKERS. WHEN THEY ARE USED IN REGIONS SUSCEPTIBLE TO FREEZING, THEY SHOULD HAVE DRAINAGE HOLES IN THE BOTTOM SO WATER WILL NOT ACCUMULATE AND FREEZE, CAUSING A HAZARD IF STRUCK BY A MOTORIST. BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM.

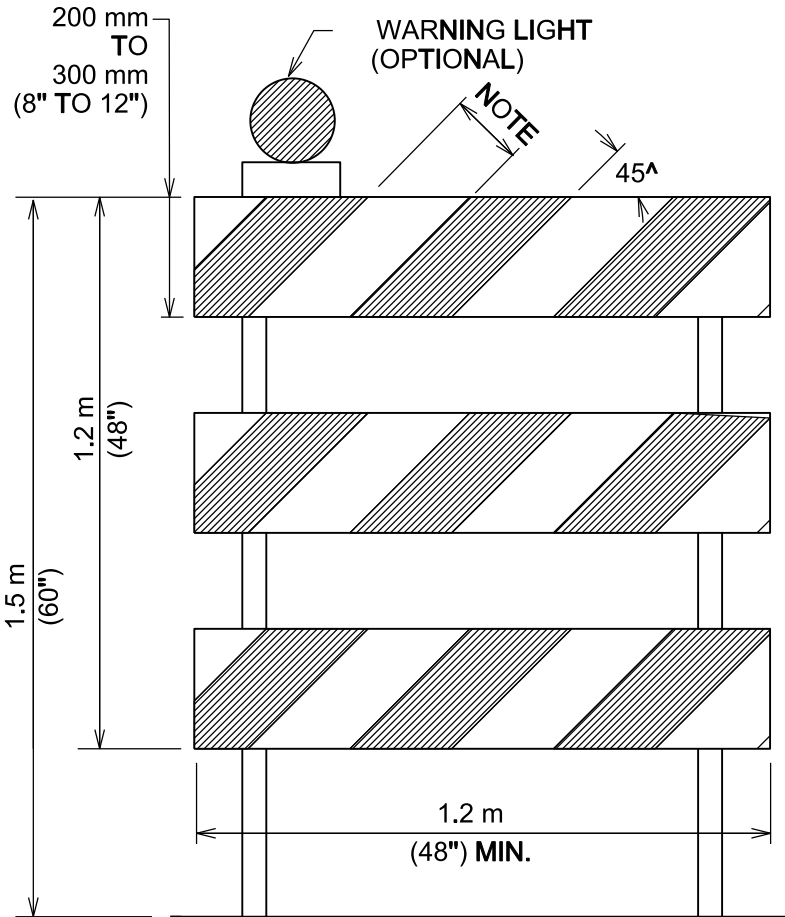
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		CHANNELIZING DEVICES	
<i>RECORD COPY SIGNED BY SAM ANGOORI</i>	<i>01/04/10</i>	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 Item # 17 2 of 13
ADOPTED			



TYPE I BARRICADE



TYPE II BARRICADE



TYPE III BARRICADE

NOTES:

1. NOMINAL LUMBER DIMENSIONS ARE SATISFACTORY FOR BARRICADE RAIL WIDTH DIMENSIONS.
2. RAIL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), THEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. THE SIDE OF BARRICADES FACING TRAFFIC SHALL HAVE RETRO-REFLECTIVE RAIL FACES.

SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

BARRICADES

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ADOPTED

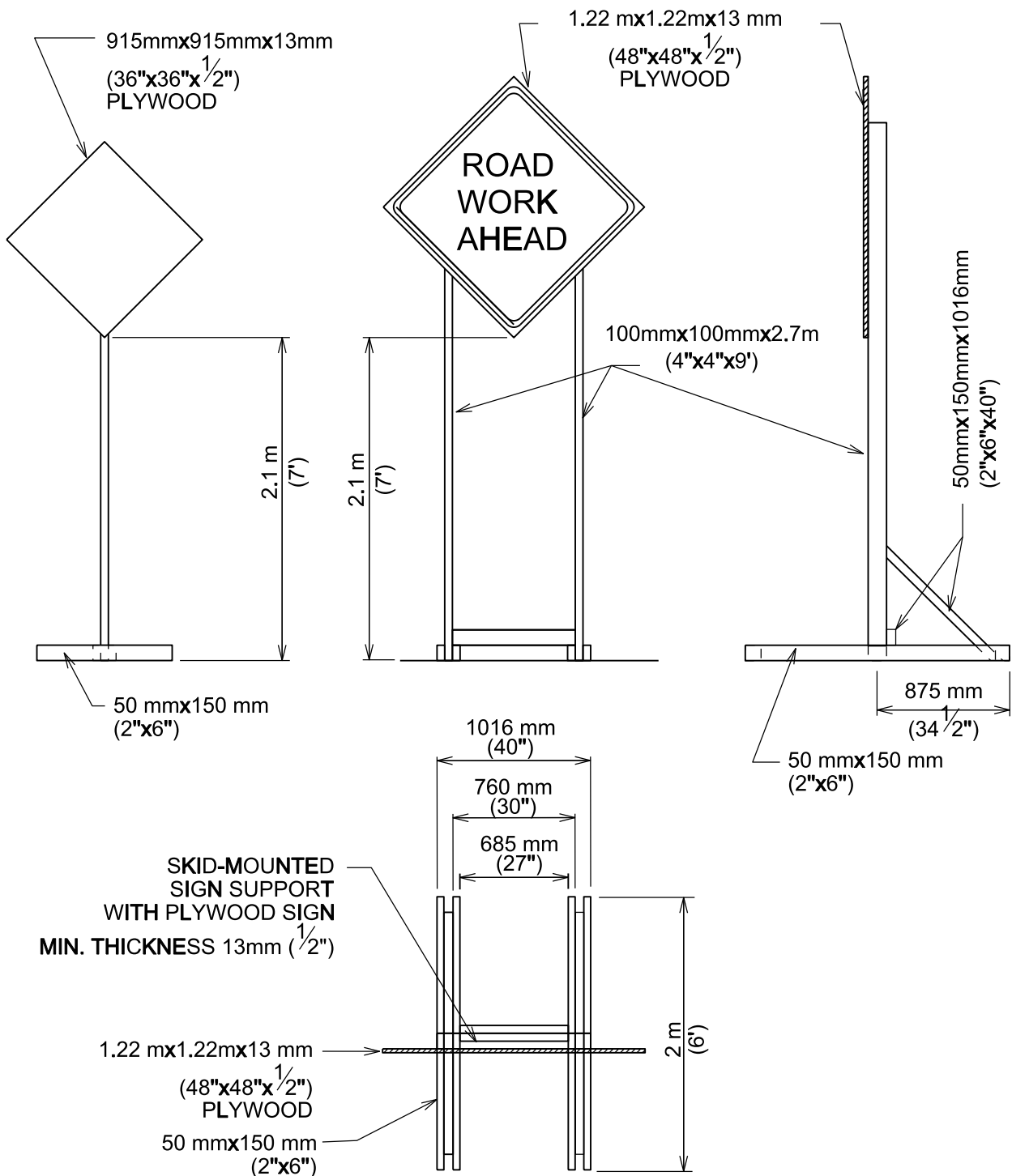
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.
804S-5
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3 OF 13

BARRICADES

1. BARRICADES SHALL BE OF THREE TYPES: TYPE I, TYPE II OR TYPE III.
2. STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETRO-REFLECTIVE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS). THE STRIPES SHALL BE 150 mm (6") WIDE, EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY, THE SURFACE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.
4. BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE MOTORIST AND PROVIDE A STABLE SUPPORT NOT EASILY BLOWN OVER BY THE WIND OR TRAFFIC. FOR TYPE I BARRICADES, THE SUPPORT MAY INCLUDE OTHER UNSTRIPED HORIZONTAL PANELS NECESSARY TO PROVIDE STABILITY.
5. BARRICADES ARE LOCATED ADJACENT TO TRAFFIC AND ARE THEREFORE SUBJECT TO IMPACT WITH ERRANT VEHICLES. BECAUSE OF THEIR VULNERABLE POSITION AND THE HAZARD THEY COULD CREATE, THEY SHOULD BE CONSTRUCTED OF LIGHTWEIGHT MATERIALS AND HAVE NO RIGID STAY BRACING FOR A-FRAME DESIGNS. ALL BARRICADE SYSTEMS SHOULD BE CRASHWORTHY.
6. ON HIGH-SPEED EXPRESSWAYS OR IN OTHER SITUATION WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		BARRICADES	
<i>RECORD COPY SIGNED</i> <i>BY SAM ANGOORI</i> <hr style="width: 80%; margin-left: 0;"/>	01/04/10 <hr style="width: 80%; margin-left: 0;"/> ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 Item # 17 4 of 13

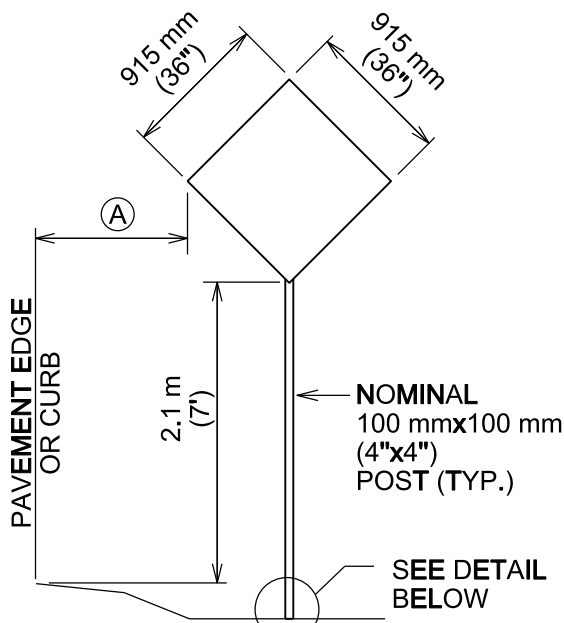


(LONG TERM AND INTERMEDIATE-TERM STATIONARY WORK)

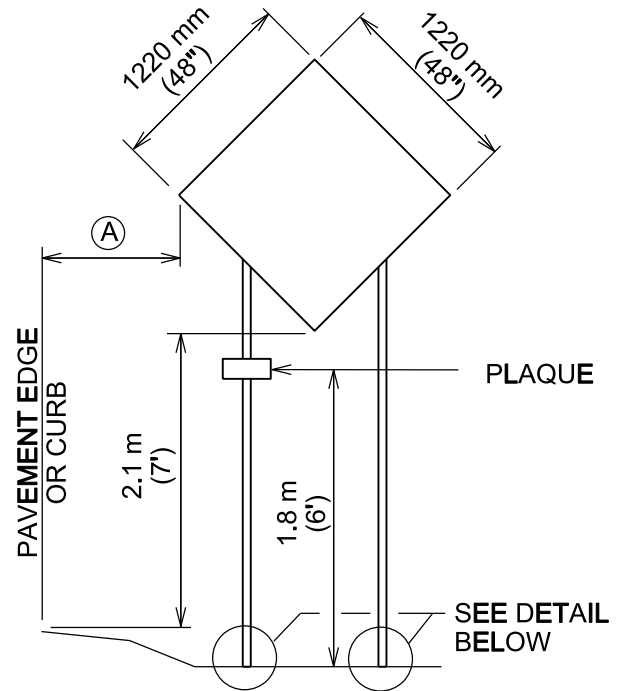
TEMPORARY SIGN SUPPORT

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TRAFFIC CONTROL SIGNS	
<i>RECORD COPY SIGNED</i> <i>BY SAM ANGOORI</i>		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	
01/04/10 ADOPTED		STANDARD NO. 804S-5 Item # 17 <small>5 OF 13</small>	

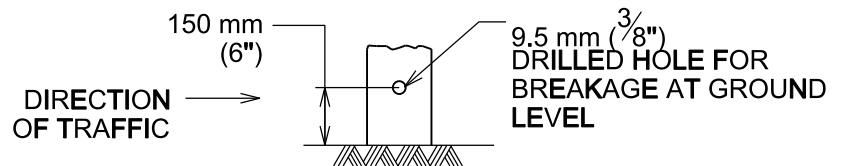


FOR 915 mm x 915 mm (36"x36") AND SMALLER WARNING SIGNS & OTHER SIGNS HAVING AN AREA NOT EXCEEDING 1 sm (10.7 sf).

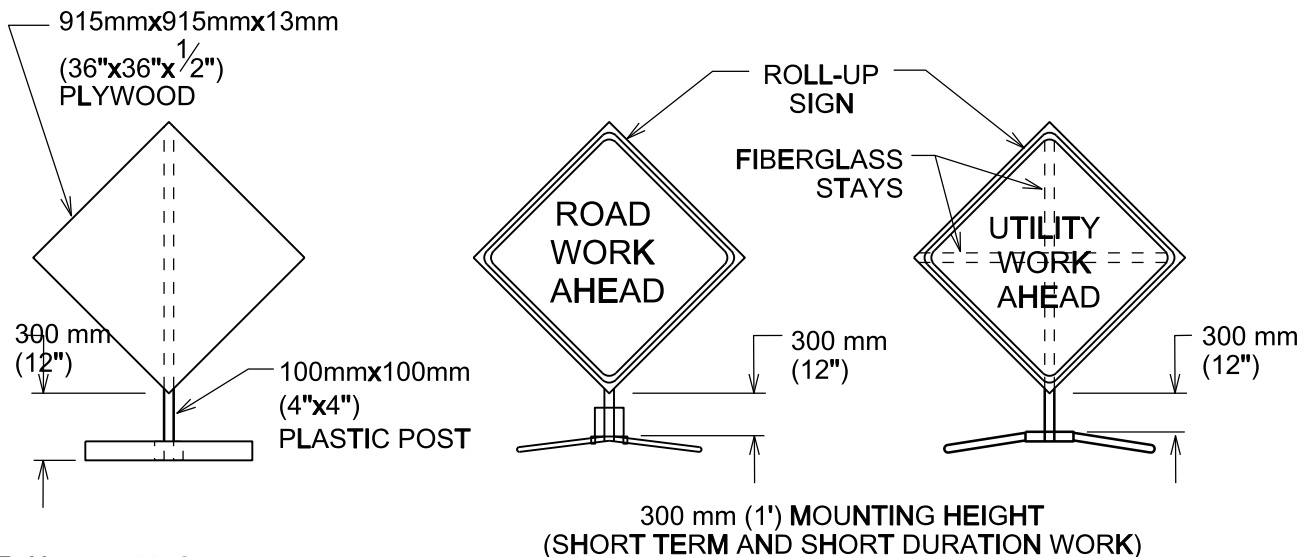


FOR 1220 mm x 1220 mm (48"x48") WARNING SIGNS.

Ⓐ 610 mm (2') MINIMUM (REFER TO TMUTCD)



WOOD POST SIGN SUPPORT USED AS FIXED SIGN SUPPORTS



SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

PORTABLE SIGN SUPPORT

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

RECORD COPY SIGNED
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01/04/10
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.
804S-5
Item # 17
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1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7'), MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1'), MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Classification	Posted Speed	Sign Spacing ☆	Long-term Stationary Or Intermediate-term Stationary Approaching Warning Signs CW20 Series And CW22-1 Sign		Short-term Stationary Or Short Duration Approach Warning Signs CW22 Series		Other Warning Signs
			Standard	Minimum [†]	Standard	Minimum [†]	Standard
Conven.	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (120)	1220x1220 (48x48)	915x915 (36x36)			
	55 (35)	50 (160)			915x915 (36x36)		915x915 (36x36)
	65 (40)	75 (240)		↓			
	70 (45)	100 (320)		Use Standard Size		Use Standard Size	
	80 (50)	120 (400)					
	90 (55)	150 2 (500)					
	100 (60)	180 2 (600)			1220x1220 (48x48)		1220x1220 (48x48)
	105 (65)	210 2 (700)					
	115 (70)	240 2 (800)					
Exp. or Fwy	☆☆	☆☆ 3	↓	↓	☆☆☆	☆☆☆	☆☆☆

☆ MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.

☆☆ FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF TMUTCD.

☆☆☆ SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGNS DESIGN MANUAL".

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (½ MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

TRAFFIC CONTROL SIGNS

RECORD COPY SIGNED
BY SAM ANGOORI

01/04/10

ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

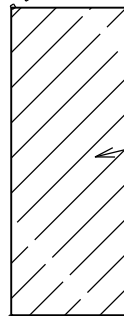
STANDARD NO.

804S-5
Item # 17

JOINT C.I.P.
SIGN (A, B & C)
@ END OF PROJECT
SEE STD. 802S-2A



CMTA SIGN (A)
SEE STD. 802S-2
END CONSTRUCTION SIGN



CONSTRUCTION AREA

CMTA SIGN (A)
SEE STD. 802S-2



"ROAD WORK AHEAD" SIGN
x
CMTA SIGN (A)
SEE STD. 802S-2
(CMTA-CAPITAL METROPOLITAN
TRANSIT AUTHORITY)
x
JOINT C.I.P.
SIGN (A, B & C)
@ BEGINNING OF PROJECT
SEE STD. 802S-2A
(CIP-CAPITAL IMPROVEMENT
PROJECT)

NOTES:

1. OTHER REQUIRED SIGNS NOT SHOWN FOR CLARITY.
2. "X" DISTANCES SAME AS STANDARD TABLE SHOWN ON SHEET 13 OF 13.

SEE STANDARD 804S-5
SHEET 12 OF 13 AND SHEET 13 OF 13
FOR GENERAL NOTES AND DEVICE SPACING.

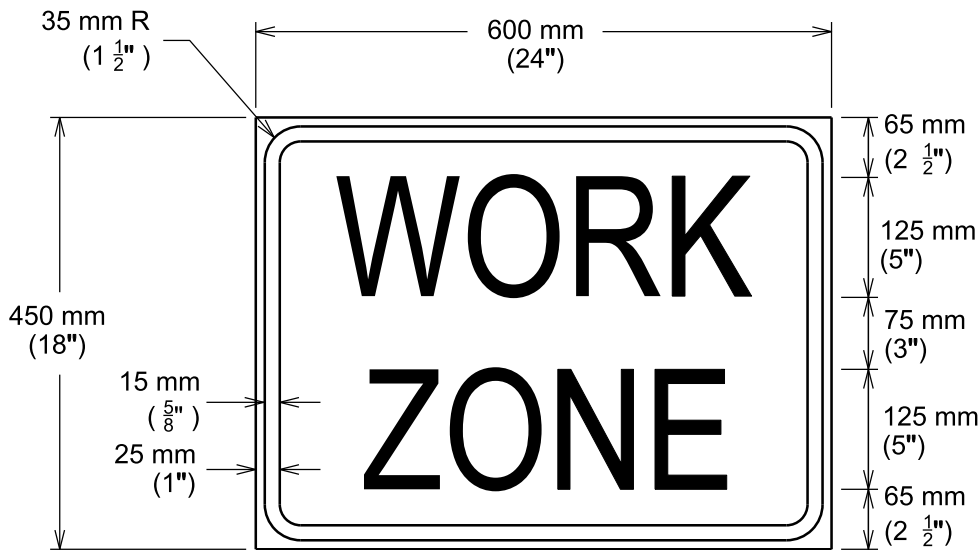
CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS

TYPICAL CMTA/C.I.P. SIGN LOCATIONS

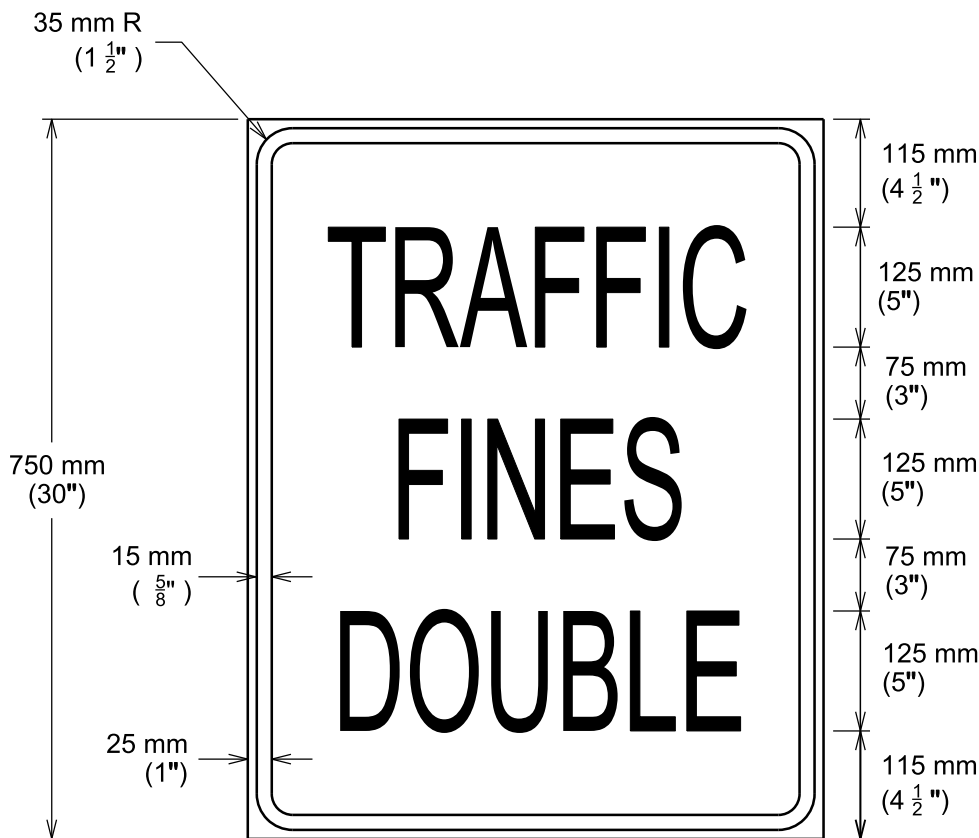
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01/04/10
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THE ARCHITECT/ENGINEER ASSUMES
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LETTERS - BLACK
 BORDER - BLACK
 BACKGROUND - ORANGE
 REFL.



LETTERS - BLACK
 BORDER - BLACK
 BACKGROUND - WHITE
 REFL.

SEE STANDARD DETAIL 804S-5
 SHEET 5 OF 13 FOR SKID-
 MOUNTED SIGN SUPPORT.

CITY OF AUSTIN
 DEPARTMENT OF PUBLIC WORKS

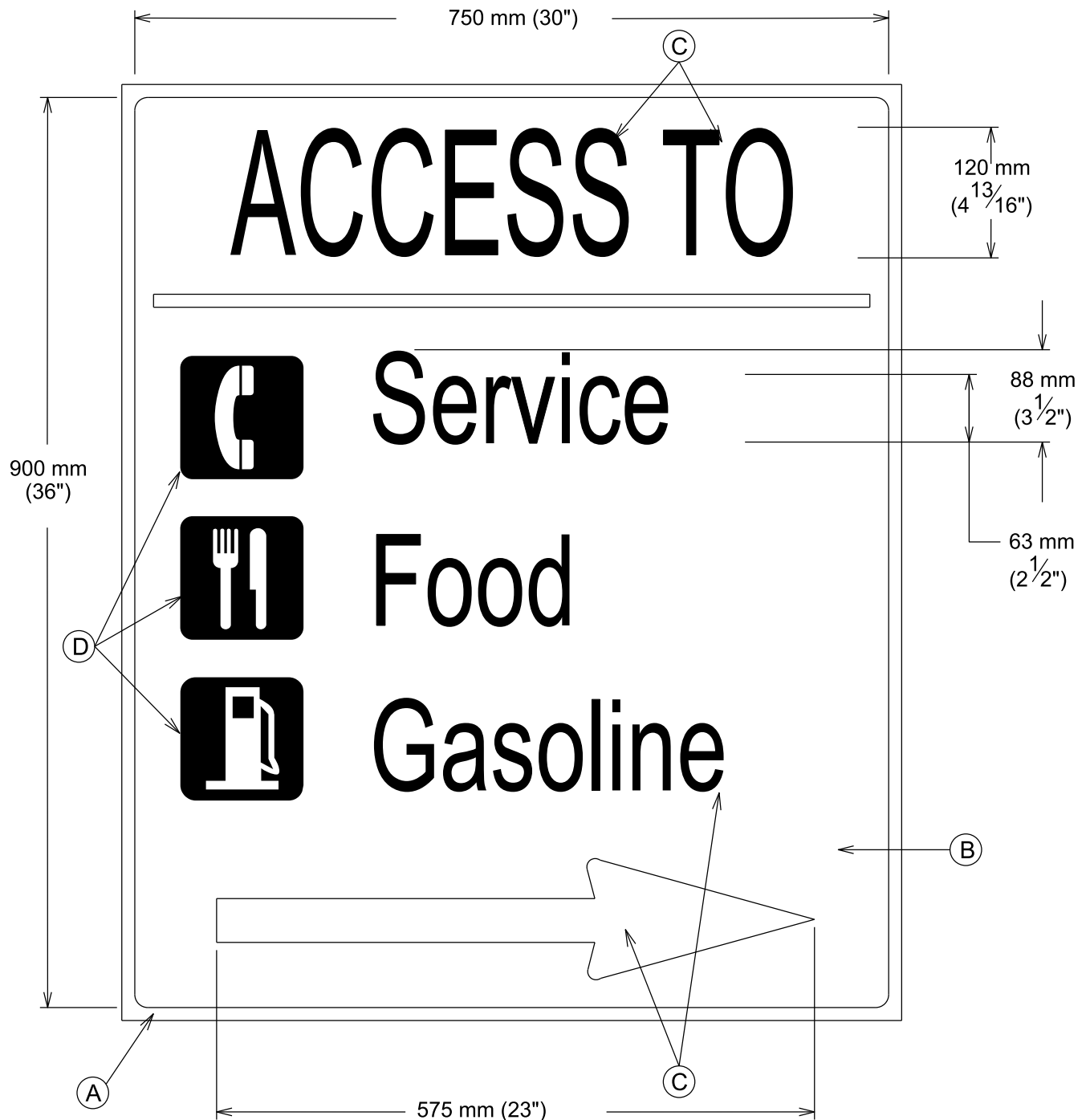
SPECIAL WORK ZONE SIGNS

*RECORD COPY SIGNED
 BY SAM ANGOORI*

01/04/10
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THE ARCHITECT/ENGINEER ASSUMES
 RESPONSIBILITY FOR APPROPRIATE USE
 OF THIS STANDARD.

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- Ⓐ 50 mm (1/2") WHITE RETROREFLECTIVE BORDER
- Ⓑ BLUE RETROREFLECTIVE BACKGROUND
- Ⓒ WHITE RETROREFLECTIVE ARROW AND LETTERS
- Ⓓ WHITE RETROREFELCTIVE BUSINESS LOGO

NOTES:

1. CONTRACTORS CAN MAKE BUSINESS NAMES REMOVABLE/CHANGEABLE AS AN OPTION.
2. BUSINESS LOGO ARE OPTIONAL. IF USED LETTERING MUST BE MINIMIZED.

CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

SPECIAL WORK ZONE SIGNS

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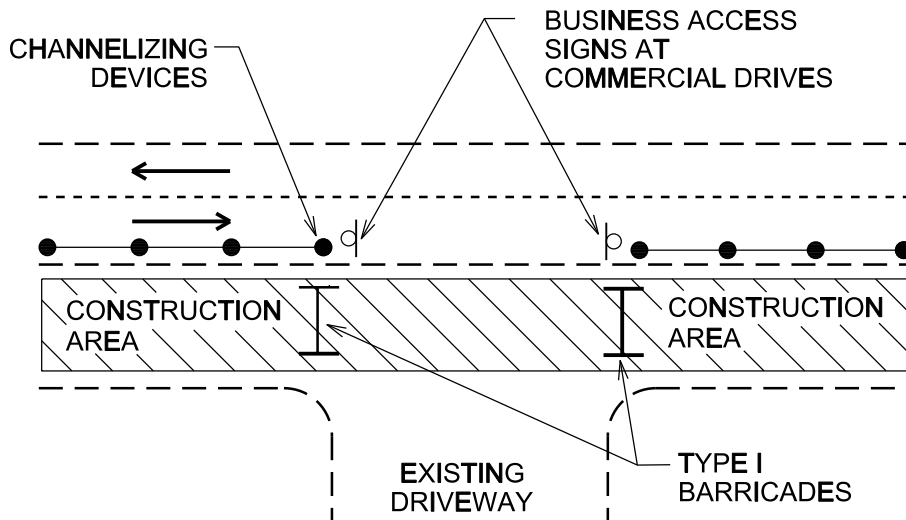
01/04/10

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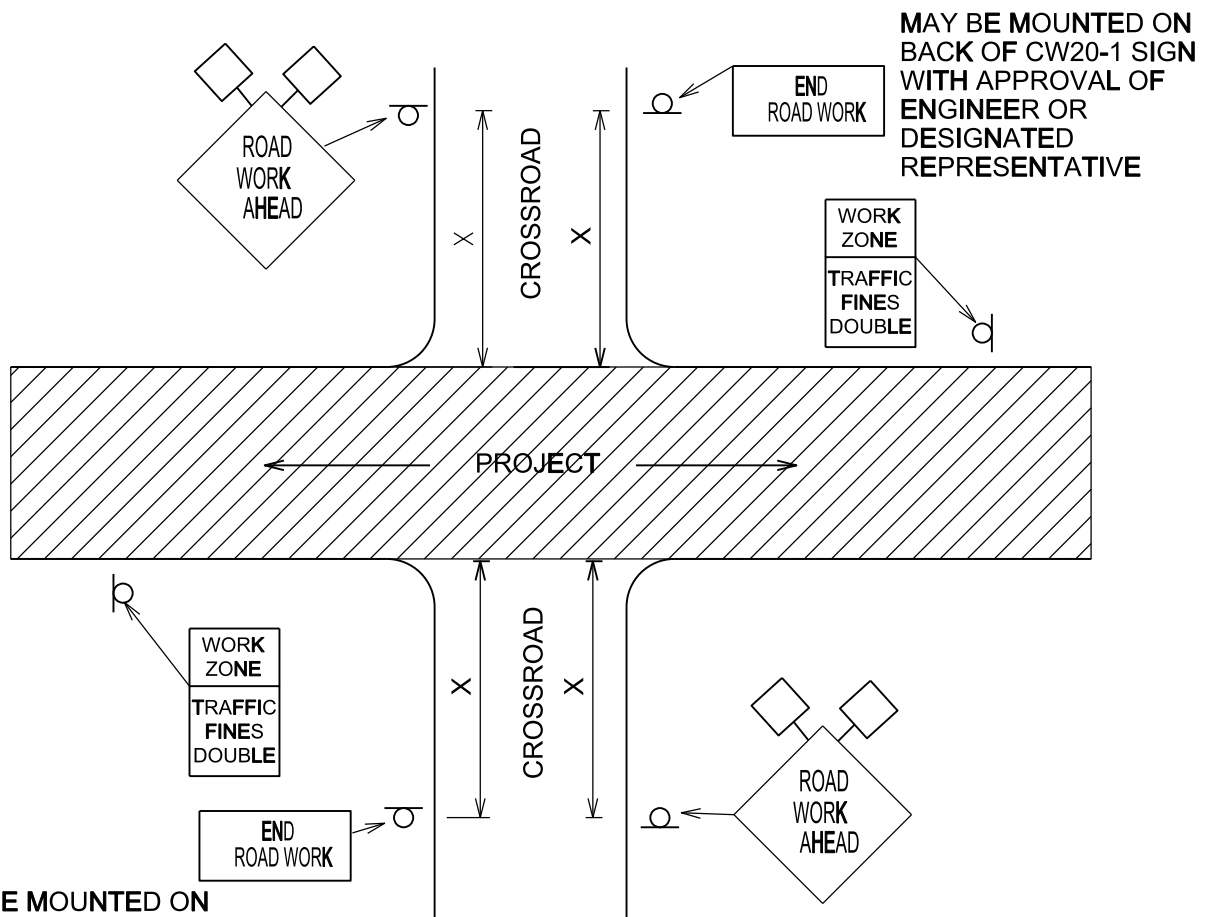
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

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DRIVEWAY ACCESS BARRICADE DETAIL



CROSSROAD SIGNING AND BARRICADING

MAY BE MOUNTED ON BACK OF TMUTCD CW20-1 SIGN WITH APPROVAL OF ENGINEER OR DESIGNATED REPRESENTATIVE (TMUTCD-TEXAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES)

SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

**SIGNING AND BARRICADING
CROSSROAD & DRIVEWAY**

RECORD COPY SIGNED
BY SAM ANGOORI

01/04/10

ADOPTED

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO.

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1. ALL TRAFFIC CONTROL DEVICES, SIGNS, BARRICADES AND WARNING SIGNS SHALL BE FURNISHED, PLACED, CONSTRUCTED AND MAINTAINED IN THE APPROPRIATE TYPES AND SIZES AND FLAGGER OPERATIONS EXECUTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM CONTROL DEVICES (TMUTCD), THE CITY OF AUSTIN STANDARD SPECIFICATIONS SERIES 800 AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL, OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. IF A CONFLICT ARISES THEN THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL SHALL CONTROL UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
2. THE CONTRACTOR SHALL NOTIFY THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024 NO LATER THAN THE MONDAY OF THE WEEK DURING WHICH THE CONTRACTOR INTENDS TO SET UP BARRICADES TO START CONSTRUCTION.
3. PROPOSED CONSTRUCTION TRAFFIC MOVEMENTS MAY REQUIRE EXISTING SIGNAL HEADS TO BE RELOCATED. THE CITY OF AUSTIN WILL REVIEW SIGNAL HEAD LOCATIONS DURING CONSTRUCTION AND PERFORM THE REQUIRED ADJUSTMENTS. THE CONTRACTOR SHALL CONTACT THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024, THREE (3) DAYS PRIOR TO PLACEMENT ANY TRAFFIC CONTROLS WHICH MAY REQUIRE SIGNAL HEAD ADJUSTMENTS/RELOCATION.
4. THE CONTRACTOR SHALL PROVIDE ONE (1) FULL-TIME OFF-DUTY, UNIFORMED AUSTIN POLICE DEPARTMENT CERTIFIED PEACE OFFICER AND ONE (1) VEHICLE OF THE TYPE APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE FOR TEMPORARY LANE CLOSURES WHEN UNDERSEALING, MILLING, PAVING AND WHEN WORKING IN INTERSECTIONS AS PART OF THE TRAFFIC CONTROL OPERATIONS. THE PEACE OFFICER SHALL BE ABLE TO SHOW PROOF OF CERTIFICATION BY THE TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS.
5. THE CONTRACTOR SHALL NOTIFY ALL OTHER GOVERNMENTAL AGENCIES WHOSE RIGHTS-OF-WAY ARE AFFECTED BY HIS WORK ACTIVITIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT THEY MAY NEED.
6. THE CONTRACTOR SHALL MAINTAIN ONE (1) DUST-FREE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES, UNLESS OTHERWISE NOTED IN THE DRAWINGS OR APPROVED THE ENGINEER OR DESIGNATED REPRESENTATIVE.
7. THERE SHALL BE A MINIMUM OF THREE (3) METERS (10 FEET) CLEAR WIDTH FOR EACH LANE OF TRAFFIC IN CHANNELIZED AREAS, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
8. THE CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS AT ALL TIMES. IF ACCESS CANNOT BE MAINTAINED, THE CONTRACTOR WITH THE APPROVAL OF THE ENGINEER OR DESIGNATED REPRESENTATIVE SHALL PROVIDE AT LEAST 24 HOUR WRITTEN NOTICE OF LIMITED ACCESS TO AFFECTED PROPERTY OWNERS. THE CONTRACTOR SHALL PROVIDE BUSINESS ACCESS SIGNS AS NEEDED TO INFORM DRIVERS OF THE LOCATIONS OF ALL DRIVEWAYS.
9. TEMPORARY LANE CLOSURES IN THE CENTRAL BUSINESS DISTRICT (CBD) OR ON ARTERIAL STREETS SHALL NOT BE PERMITTED DURING THE HOURS OF 7 AM TO 9 AM AND 4 PM TO 6PM MONDAY THROUGH FRIDAY UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM THE TRANSPORTATION DIVISION.
10. TRAFFIC CONTROL SHOWN ON STANDARD DETAILS IS TYPICAL. ADDITIONAL SIGNING AND/OR BARRICADING, AS WELL AS TEMPORARY PAVEMENT MARKINGS AND OBLITERATION/RESTORATION OF EXISTING PAVEMENT MARKINGS, MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS. FIELD ADJUSTMENTS TO TRAFFIC CONTROLS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO ITEM NO. 803S "BARRICADES, SIGNS AND TRAFFIC HANDLING".
11. THE CONTRACTOR SHALL DESIGNATE A COMPETENT PERSON FOR TRAFFIC CONTROL. THE COMPETENT PERSON SHALL MAKE INSPECTIONS OF THE TRAFFIC CONTROL DEVICES AT LEAST TWO (2) TIMES A DAY (ONCE AT THE BEGINNING OF THE DAY AND ONCE AT THE END OF THE DAY), INCLUDING NON-WORKING DAYS, ENSURING THAT ALL DEVICES ARE IN THEIR PROPER PLACE AND ARE IN WORKING ORDER.
12. ALL DEVICES SHALL BE MADE USING MATERIALS LISTED ON THE TxDOT APPROVED PRODUCTS LIST.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		GENERAL TRAFFIC CONTROL NOTES	
<i>RECORD COPY SIGNED BY SAM ANGOORI</i>	01/04/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 Item # 17
ADOPTED			

13. ALL PERSONS WORKING WITHIN THE RIGHT-OF-WAY SHALL WEAR A BRIGHTLY COLORED SAFETY VEST. FOR NIGHTTIME WORK THE VEST SHALL BE RETROREFLECTIVE,
14. WHEN AN INTERSECTION IS CLOSED FOR CONSTRUCTION, THE CONTRACTOR SHALL PROCEED WITH CONSTRUCTION IN SUCH A MANNER THAT THE CLOSURE TIME IS MINIMIZED.
15. THE CONTRACTOR SHALL NOTIFY THE CAPITAL METRO DISPATCHER AT 385-4295 ONE (1) WEEK PRIOR TO LANE CLOSURES ADJACENT TO BUS STOPS.

DURATION OF WORK

WORK DURATION IS A MAJOR FACTOR IN DETERMINING THE NUMBER AND TYPES OF DEVICES USED IN TEMPORARY TRAFFIC ZONES. THE FIVE (5) CATEGORIES OF WORK DURATION AND THEIR TIME AT A LOCATION ARE AS FOLLOWS:

- LONG-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 DAYS.
- INTERMEDIATE-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FROM OVERNIGHT TO 3 DAYS.
- SHORT-TERM STATIONARY-DAYTIME WORK THAT OCCUPIES A LOCATION FROM 1 TO 12 HOURS.
- SHORT-DURATION WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.
- MOBILE-WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

Typical Transition Lengths and Suggested Maximum Spacing of Devices							
Posted Speed KPH (MPH)	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
		3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50 (30)	$L = \frac{WS^2}{60}$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55 (35)		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65 (40)		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70 (45)	L=WS	135 (450)	165 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80 (50)		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90 (55)		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
100 (60)		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105 (65)		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115 (70)		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

GENERAL TRAFFIC CONTROL NOTES

RECORD COPY SIGNED
BY SAM ANGOORI

01/04/10

ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

STANDARD NO.

804S-5
Item # 17
13 OF 13

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

- 2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- 2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.
- Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.
- The following are descriptions for 3 screen types of PCMS:
- **Character Modular Matrix.** This screen type comprises of character blocks.
 - **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
 - **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.
- 2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.
- 2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.
- 2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

ITEM NO. 863S - REFLECTORIZED PAVEMENT MARKERS 9-26-12

863S.1 - Description

This item governs reflectORIZED pavement markers to be used to delineate traffic lanes or fire hydrants.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text, the inch-pound units are given preference followed by SI units shown within parentheses.

863S.2 - Submittals

The submittal requirements of this specification item include:

- A. List of specific application(s) [i.e. type: (reflectORIZED Type I-A, I-C or II-A-A, II-B-B or II-C-R)] and applicable epoxy system and adhesive types [867S.5].
- B. Specific manufacturer with test results and technical specifications for proposed pavement markers.
- C. Manufacturer's recommendations for surface preparation, cleaning, placement temperatures and installation instructions.
- D. Adhesive components and mixing recommendations.

863S.3 - Materials

All materials shall meet the requirements as specified below and indicated on City of Austin Standard Detail 863S-1, "Pavement Markers (ReflectORIZED - Type I & II)". The pavement markers shall comply with TxDOT Departmental Materials Specifications DMS-4210.

A. Design and Shape

The outer surface of the marker shall be smooth and all corners and edges exposed to traffic must be rounded. The base of the marker shall have a width of 4.0 inches + ½ inch (100 mm + 13 mm) and shall have a minimum area exposed to traffic of 12.5 square inches (8000 square mm). The maximum height shall be ¾ inch (19 mm). The maximum slope of the reflector face or faces shall be not more than 30 degrees from the horizontal.

The bottom surface of the markers shall be of a design for adhesion with epoxy adhesives to comply with TxDOT Test Method Tex-611-J.

The marker shall be designed to show no change in shape or color when subjected to the requirements of TxDOT Test Method Tex-846-B, at a temperature of 140°F (60°C) with the marker in a vertical position.

B. Optical

1. Definitions

- (a) Horizontal entrance angle is defined as being in a plane parallel to the base of the road marker, between a line in the direction of the incident light and a line that is perpendicular to the leading edge of the reflective surface.
- (b) Divergence angle shall mean the angle at the reflector between observer's line of sight and the direction of the light incident on the marker.
- (c) Specific intensity shall mean candle power of the returned light at the chosen divergence and entrance angles for each footcandle of incident light per reflective face. TxDOT Test Method Tex-842-B will be used to determine specific intensity.

2. Performance

For the pavement markers the specific intensity of the reflecting surface at a 15-degree divergence angle shall be not less than the following when the incident light is parallel to the base of the marker.

Horizontal Entrance Angle, Degrees	Specific Intensity	
	Crystal	Amber
0	3.0	2.0
20	1.5	1.0

The specific intensity of the marker shall not be less than 80 percent of the above minimum values after being subjected to heat test of TxDOT Test Method Tex-846-B.

C. Pavement Marker Types

Pavement markers shall be of the following types:

1. Type I-A shall contain an approach face that reflects amber light. The body, other than the reflective face, shall be yellow.
2. Type I-C shall contain an approach face that reflects white light. The body, other than the reflective face, shall be white, silver white or light gray.
3. Type II-A-A, shall contain two reflective faces (approach and trailing), each of which shall reflect amber light. The body, other than the reflective faces, shall be yellow.
4. Type II-B-B shall contain two reflective faces (approach and trailing) with glass covered pneumatic reflective faces, each of which shall reflect blue light. The body, other than the reflective faces, shall be blue.
5. Type II-C-R shall contain two reflective faces (approach and trailing), one of which reflects white light and one of which reflects red light. The body, other than the reflective faces, shall be either white, silver white or light gray or one-half white, silver white or light gray on the side that reflects white light and one-half red on the side that reflects red light.

The reflective faces of the Type II markers shall be located so that the direction from one face shall be directly opposite the direction of reflections of the other face.

863S.4 - Sampling

Sampling will be conducted in accordance with TxDOT Test Method Tex-729-I.

863S.5 - Testing

The Contractor shall certify that the markers meet the requirements defined in the specification and meet or exceed the applicable tests required. All testing will be in accordance with the TxDOT manual of Testing Procedures. Applicable tests shall include the following:

Tex-611-J: Adhesion Requirements

Tex-842-B: Light Retroreflectivity

Tex-846-B: Heat Resistance

Blue markers' color will conform to Fire Department requirements.

863S.6 - Construction Methods

The Contractor shall use a crew experienced in the work of installing reflectorized pavement markers and in the necessary traffic control for such operations on the roadway surface and shall supply all the equipment, personnel, traffic control and materials necessary for the placement of the pavement markings as indicated on the Drawings or as directed by the Engineer or designated representative. All work shall conform to the current edition of the Texas Manual of Uniform Traffic Control Devices (TMUTCD), The City of Austin Transportation Criteria Manual and Standard Detail 863S-1.

All reflectorized pavement markers shall be from the same manufacturer. Surfaces to which markers are to be attached by an adhesive shall be prepared by any method approved by the Engineer or designated representative to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond. Unless indicated otherwise on the Drawings, surface preparation for installation of raised reflectorized pavement markers will not be paid for directly, but shall be included in the unit price bid for this specification item.

Guides to mark the lateral location of pavement markings shall be established as indicated on the Drawings or as directed by the Engineer or designated representative. The Contractor will establish the pavement marking guides and the Engineer or designated representative will verify the location of the guides prior to final installation.

The pavement markers shall be placed in proper alignment with the Guides. The deviation rate in alignment shall not exceed 1 inch per 200 feet (25 millimeters per 60 meters) of roadway. The maximum deviation shall not exceed 2 inches (50 millimeters) nor shall any deviation be abrupt.

Markers placed which are not in alignment indicated on the Drawings shall be removed by the Contractor at the Contractor's expense. Removal shall be in accordance with Specification Item 874S except for measurement and payment. Guides placed on the roadway for alignment purposes shall not establish a permanent marking on the roadway.

The Reflectorized Pavement Markers shall be applied using an approved epoxy adhesive (City of Austin Standard Specification Item 867S) to the lines and spacings as indicated on the Drawings or as directed by the Engineer or designated representative. The adhesive shall be applied in sufficient quantity to ensure that 100 percent of the bonding area of the pavement markers shall be in contact with the adhesive. The adhesive shall be applied in accordance with the manufacturer's recommendations.

Pavement markers shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. Adhesive or any other material that impairs functional reflectivity will not be acceptable.

When deemed necessary by the Engineer or designated representative, the Contractor, at the Contractor's expense, shall place any additional pilot markings required to facilitate the placement of the permanent markings in the alignment specified. Any and all additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on the roadway. Materials used for pilot markings and equipment used to place such markings shall be approved by the Engineer or designated representative.

863S.7 - Measurement

Reflectorized Pavement Marker will be measured as per each, complete in place.

863S.8 - Payment

Payment will be made at the unit bid price per each. The price shall include full compensation for all work performed and all materials furnished in constructing, transporting and placing the markers.

Payment will be made under:

Pay Item No. 863S-1:	Reflectorized Pavement Markers (Type I-A)	Per Each.
Pay Item No. 863S-2:	Reflectorized Pavement Markers (Type I-C)	Per Each.
Pay Item No. 863S-3:	Reflectorized Pavement Markers (Type II-A-A)	Per Each.
Pay Item No. 863S-4:	Reflectorized Pavement Markers (Type II-B-B)	Per Each.
Pay Item No. 863S-5:	Reflectorized Pavement Markers (Type II-C-R)	Per Each.

End

<u>Specification Item 863S " Reflectorized Pavement Markers"</u>	
<u>Texas Department of Transportation: Manual of Testing Procedures</u>	
<u>Designation</u>	<u>Description</u>
Tex 611-J	Adhesion Test For Traffic Buttons, Markers, and Jiggle Bars
Tex-729-I	Sampling of Traffic Markers
Tex-842-B	Method for Measuring Retroreflectivity
Tex-846-B	Method of Testing The Heat Resistance of Reflector Units
<u>Texas Department of Transportation: Departmental Materials Specifications</u>	
<u>Designation</u>	<u>Description</u>

DMS-4210	Pavement Markers (All Weather Reflectorized
<u>City of Austin Standard Details</u>	
<u>Designation</u>	<u>Description</u>
863S-1	Pavement Buttons (Reflectorized-Type I & Type II)
<u>City of Austin Standard Specifications</u>	
<u>Designation</u>	<u>Description</u>
Item No. 867S	Epoxy Adhesive
Item No. 874S	Eliminating Existing Pavement Markings and Markers
Item No. 875S	Pavement Surface Preparation For Markings
<u>City of Austin Transportation Criteria Manual</u>	
<u>Designation</u>	<u>Description</u>
Section 8	Traffic Control
<u>State of Texas Manual on Uniform Traffic Control Devices for Streets and Highways</u>	
<u>Designation</u>	<u>Description</u>
Part III	Markings
Part VI	Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations

Part VI, Article D	Markings
Part VI, Article F	Control of Traffic Through Work Areas

<u>RELATED CROSS REFERENCE MATERIALS</u>	
<u>Specification Item 863S " Reflectorized Pavement Markers"</u>	
<u>City of Austin Standard Specifications</u>	
<u>Designation</u>	<u>Description</u>
Item No. 865S	Non-Reflectorized Traffic Buttons
Item No. 870S	Work Zone Pavement Markings
Item No. 871S	Reflectorized Pavement Markings
Item No. 873S	Raised Pavement Markers
<u>Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges</u>	
<u>Designation</u>	<u>Description</u>
Item No. 666	Reflectorized Pavement Markings
Item No. 672	Raised Pavement Markers
Item No. 677	Eliminating Existing Pavement Markings and Markers

Item No. 678	Pavement Surface Preparation For Markings
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ITEM NO. 871S - REFLECTORIZED PAVEMENT MARKINGS 6-21-07

871S.1 - Description

This item shall govern furnishing and placement of reflectORIZED pavement markings of the colors, types, shapes, sizes, widths and thickness indicated on the Drawings.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

871S.2 - Materials

A. Type I Marking Material.

Type I markings are thermoplastic type materials that require heating to elevated temperatures for application. Type I marking materials shall conform to TxDOT Departmental Materials Specification Item DMS-8220, "Thermoplastic Pavement Markings". Each container of Type I Marking Material shall be clearly marked to indicate the color, weight (mass), type of material, manufacturer's name and lot/batch number.

B. Type II Marking Material.

Type II markings are paint- type materials that are applied at ambient temperature or slightly elevated temperatures. Type II marking materials shall conform to Specification Item No. 860S, "Pavement Marking Paint".

C. Source of Supply.

All Type I marking materials shall be purchased on the open market. All glass traffic beads shall be purchased on the open market.

871S.3 - Equipment Requirements

The equipment used to place pavement markings shall:

- A. be maintained in satisfactory operating condition;
- B. be considered in satisfactory operating condition if it has an average placement rate of 5,000 lineal feet (1,525 lineal meters) per hour of acceptable four (4) inch (100 millimeters) solid or broken lines over any five (5) consecutive working days;
- C. meet or exceed the material handling at elevated temperature requirements of the National Fire Underwriters and the Texas Railroad Commission;
- D. be capable of placing a minimum of 40,000 lineal feet (12,190 lineal meters) of 4 inch (100 millimeters) solid or broken markings per day;
- E. have production capabilities similar to four-inch (100 millimeters) marking equipment and shall be capable of placing linear markings up to 8 inches (200 millimeters) in width in a single pass when used for placing markings in widths other than 4 inches (100 millimeters);

- F. have production capabilities considered satisfactory by the Engineer or designated representative, when used to place markings other than solid or broken lines;
- G. be capable of placing a centerline and no-passing barrier-line configuration consisting of one broken line with two solid lines at the same time to the alignment and spacing shown on the Drawings;
- H. be capable of placing broken and/or continuous white line from both sides;
- I. be capable of placing lines with clean edges and of uniform cross-section. All lines shall have a tolerance of plus or minus 1/8 inch per 4-inch width (3 mm per 100-mm width);
- J. have an automatic cut-off device with manual operating capabilities to provide clean, reasonably square marking ends to the satisfaction of the Engineer, and to provide a method of applying broken line in an approximate stripe-to-gap ratio of 10 to 30. The length of the stripe shall not be less than 10 feet (3.05 meters) or more than 10.5 feet (3.2 meters). The total length of any stripe-gap cycle shall not be less than 39.5 feet (12 meters) or more than 40.5 feet (12.3 meters);
- K. provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons or similar appliances, which the die overruns, will not be permitted for longitudinal striping applications;
- L. apply beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads re-dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser shall have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.

871S.4 - Construction Methods

A. General.

When required by the Engineer, the Contractor and the Engineer shall review the sequence of Work to be followed and the estimated progress schedule.

Markings may be placed on streets either free of traffic or open to traffic. On streets already open to traffic, the markings shall be placed under traffic conditions that exist with a minimum of interference to the operation of the facility. Traffic control shall be as shown on the Drawings or as approved in writing by the Engineer or designated representative. All markings placed under open-traffic conditions shall be protected from traffic damage and disfigurement. On streets open to traffic with 3 lanes of travel in one direction, all markings shall be placed from the outside lanes only, unless otherwise approved in writing by the Engineer or designated representative.

Guides to mark the lateral location of pavement markings shall be established as shown on the Drawings or as directed by the Engineer or designated representative. The Contractor shall establish the pavement marking guide and the Engineer or designated representative will verify the location of the guides.

Markings shall be placed in proper alignment with the guides. The deviation rate in alignment shall not exceed 1 inch per 200 feet (25 mm per 60 meters) of street. The maximum deviation shall not exceed 2 inches (50 millimeters) nor shall any deviation be abrupt.

Markings shall essentially have a uniform cross-section. The density and quality of markings shall be uniform throughout their thickness. The applied markings shall have no more than five (5) percent, by area, of holes or voids and shall be free of blisters.

Markings, in place on the street, shall be reflectorized both internally and externally. Glass beads shall be applied to the materials at a uniform rate sufficient to achieve uniform and distinctive retroflective characteristics when observed in accordance with TxDOT Test Method Tex-828-B.

Contractor personnel shall be sufficiently skilled in the Work of installing pavement markings.

Markings placed that are not in alignment or sequence, as shown on the drawings or as stated in the Standard Specification Item, shall be removed by the Contractor at its own expense. Removal shall be in accordance with Specification Item 874S, "Eliminating Existing Pavement Markings and Markers", except for measurement and payment. Guides placed on the street for alignment purposes shall not establish a permanent marking on the street.

Unless indicated otherwise on the Drawings, pavement markings shall not be placed sooner than 3 calendar days after the placement of a new hot mix asphaltic concrete surface course or surface treatment.

Unless otherwise shown on the Drawings, pavement markings may be applied by any method that will yield markings meeting the requirements of the Specification Item.

B. Surface Preparation.

New Portland cement concrete surfaces shall be cleaned in accordance with Specification Item 875S, "Pavement Surface Preparation for Markings" to remove curing membrane, dirt, grease, loose and/or flaking existing construction markings and other forms of contamination.

Older Portland cement concrete surfaces and asphaltic surfaces that exhibit loose and/or flaking existing markings shall be cleaned in accordance with Specification Item 875S, "Pavement Surface Preparation for Markings" to remove all loose and flaking markings.

Pavement to which material is to be applied shall be completely dry. Pavements shall be considered dry if, on a sunny day after observation for 15 minutes, no condensation occurs in the underside of a 1 foot (300 mm) square piece of clear plastic that has been placed on the pavement and weighted on the edges.

C. Application of Type I Markings.

New Portland cement concrete surfaces shall be further prepared for Type I markings, after cleaning, by placing a Type II marking as a sealer in accordance with the Specification Item. When placing Type I markings in new locations on asphaltic surfaces 3 years old or older or any Portland cement concrete surfaces, a Type II marking shall be used as a sealer. Unless otherwise shown on the Drawings, existing Portland cement concrete and asphaltic surfaces to be restriped will not require Type II markings as a sealer; existing markings may be used as a sealer in lieu of Type II markings. Type II markings shall be placed a minimum of 2 and a maximum of 30 calendar days in advance of placing Type I markings. Type II markings which become dirty due to inclement weather or street conditions shall be cleaned by washing, brushing, compressed air or other means approved by the Engineer, prior to application of Type I markings. If washing is used, the surface of Type II markings shall become thoroughly dry before placing Type I markings. Color, location and configuration of Type II markings shall be the same as that of Type I markings.

Type I pavement marking material shall be applied within temperature limits recommended by the material manufacturer. Application of Type I pavement markings shall be done only on clean, dry pavement having a surface temperature above 500F (100C). Pavement temperature shall be measured in accordance with TxDOT Test Method Tex-829-B.

When Type I pavement marking application is by spray, and operations cease for 5 minutes or more, the spray head shall be flushed by spraying pavement marking material into a pan or similar container until the pavement marking material being sprayed is at the proper temperature for application.

Unless otherwise directed by the Engineer in writing, Type I pavement-marking materials shall not be placed on streets between September 30 and March 1, subject to temperature and moisture limitations specified herein.

Unless otherwise shown on the Drawings, the minimum thickness of Type I marking shall be 0.060 inches (60 mil) (1.5 millimeters) for edgeline markings and 0.090 inches (90 mil) (2.3 millimeters) for stop-bars, legends, symbols, gore and center-line/no-passing barrier-line markings, when measured in accordance with TxDOT Test Method Tex-854-B. The maximum thickness of all Type I markings shall be 0.180 inches (180 mil) (4.6 millimeters).

The thickness of Type I markings at the time of placement will be measured above the plane formed by the pavement surface. The Contractor will supply an approved device to measure the thickness of the applied markings. The markings shall be of uniform thickness throughout their lengths and widths.

D. Application of Type II Markings.

The application of Type II marking materials shall be done only on surfaces with a minimum surface temperature of 500F (100C).

The application rate for Type II marking material shall be between 15 and 20 gallons per mile (35 to 47 liters per kilometer) of solid 4 inch (100 millimeter) line and between 30 and 40 gallons per mile (70 to 95 liters per kilometer) of solid 8 inch (200 millimeter) line. For new surface treatment projects the application rate shall be between 25 and 30 gallons per mile (60 to 70 liters per kilometer) of solid four (4) inch line (one hundred (100) millimeters) and between 40 and 50 gallons per mile (95 to 120 liters per kilometer) of solid 8 inch (200 millimeters) line.

Pavement markings for new surface treatment projects shall be applied in two applications, each approximately one-half the application rate. The first application shall not contain glass beads. The interval between the first and second application shall be a minimum of 1 hour.

When there is impending inclement weather and the Contractor chooses to apply water-based traffic paint and the markings, that are subsequently damaged by rain, sleet, hail, etc., the Contractor is responsible for all costs associated with the replacement markings. The Contractor will be paid, when the work is acceptable.

871S.5 - Performance Period for Type I Markings

Type I pavement markings shall meet all the requirements of this technical specification for a minimum of 15 calendar days after installation. Pavement markings that fail to meet all requirements of this specification shall be removed and replaced by the Contractor at its own expense. The Contractor shall replace all pavement markings failing the requirements of this technical specification within 30 calendar days following notification by the Engineer or designated representative of such failing. All replacement markings shall also meet all requirements of this technical specification for a minimum of 15 calendar days after installation.

871S.6 - Measurement

This Specification Item will be measured by the lineal foot (lineal meter), by each of the various words, shapes or symbols, or by any other unit as shown on the Drawings.

Where double stripes are placed, each stripe will be measured separately.

Type II pavement markings requiring 2 applications on new surface treatments (Specification Item No. 320S) will be measured as 1 marking.

Type II pavement marking materials, when used as a sealer for Type I markings will be measured as Type II markings.

Final work zone pavement markings (paint and beads), which will be used as a sealer for Type I pavement markings, will not be measured for payment.

871S.7 - Payment

The work performed and materials furnished in accordance with this Standard Specification Item and measured as provided under "Measurement" will be paid for at the Unit bid price for "Reflectorized Pavement Markings" of the various types, colors, shapes, sizes, widths and thickness (Type I markings only) specified. This price shall include full compensation for furnishing all materials; for application of pavement markings; and for all other labor, tools, equipment and incidentals necessary to complete the Work, except as described below.

Surface Preparation, when indicated on the Drawings, will be paid for under Specification Item 875S, "Pavement Surface Preparation for Markings."

Final work zone pavement markings (paint and beads), which will be used as a sealer for Type I pavement markings, shall be included in the unit price bid for the item of construction for which final work zone pavement markings are used.

When replacement Type II markings are required due to damage to the original markings from rain, sleet, hail, etc., and the original markings were placed at the Direction of the Engineer, the Contractor will be paid for the actual quantity of original and replacement markings at the unit bid price for the bid item.

Payment will be made under one or more of the following:

Original placement of Reflectorized Pavement Markings:

Pay Item 871S-A:	Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	per lineal foot.
Pay Item 871S-B:	Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Words per each.
Pay Item 871S-C:	Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Shapes per each.
Pay Item 871S-D:	Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Symbols per each.
Pay Item 871S-E:	Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	per lineal foot.
Pay Item 871S-F:	Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	Words per each.
Pay Item 871S-G:	Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	Shapes per each.
Pay Item 871S-H:	Reflectorized II Paint Pavement Markings _____ inches in width, _____ in color	Symbols per each.

Replacement of Reflectorized Pavement Markings:		
Pay Item 871S-AR:	Replace Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	per lineal foot.
Pay Item 871S-BR:	Replace Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Words per each.
Pay Item 871S-CR:	Replace Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Shapes per each.
Pay Item 871S-DR:	Replace Reflectorized Type I Thermoplastic Pavement Markings _____ inches in width, _____ mils in thickness _____ in color	Symbols per each.
Pay Item 871S-ER:	Replace Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	per lineal foot.
Pay Item 871S-FR:	Replace Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	Words per each.
Pay Item 871S-GR:	Replace Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	Shapes per each.
Pay Item 871S-HR:	Replace Reflectorized Type II Paint Pavement Markings _____ inches in width, _____ in color	Symbols per each.

END

<u>SPECIFIC CROSS REFERENCE MATERIALS</u>	
<u>Specification Item No. 871S, "Reflectorized Pavement Markings"</u>	

<u>City of Austin Contract Documents</u>	
<u>Designation</u>	<u>Description</u>
Section 00300U	Bid Form (Unit Price)
<u>City of Austin Standard Specifications</u>	
<u>Designation</u>	<u>Description</u>
Item No. 320S	Two Course Surface Treatment
Item No. 860S	Pavement Marking Paint (Reflectorized)
Item No. 874S	Eliminating Existing Pavement Markings and Markers
Item No. 875S	Pavement Surface Preparation For Markings
<u>Texas Department of Transportation: Manual of Testing Procedures</u>	
<u>Designation</u>	<u>Description</u>
Tex-828-B	Determining Functional Characteristics of Pavement Markings
Tex-829-B	Method For Measuring Pavement Temperature
Tex-854-B	Evaluation Of Thermoplastic Striping For Uniformity And Thickness

<u>RELATED CROSS REFERENCE MATERIALS</u>	
<u>Specification Item No. 871S, "Reflectorized Pavement Markings"</u>	

City of Austin Standard Specifications

<u>Designation</u>	<u>Description</u>
Item No. 301S	Asphalts, Oils and Emulsions
Item No. 302S	Aggregates for Surface Treatments
Item No. 310S	Emulsified Asphalt Treatment
Item No. 311S	Emulsified Asphalt Repaving
Item No. 312S	Seal Coat
Item No. 313S	Rubber Asphalt Joint and Crack Sealant
Item No. 315S	Milling Asphaltic Concrete Paving
Item No. 340S	Hot Mix Asphaltic Concrete Pavement
Item No. 341S	Paving Fabric
Item No. 350S	Heating, Scarifying and Repaving
Item No. 360	Concrete Pavement
Item No. 801S	Construction Detours
Item No. 803S	Barricades, Signs and Traffic Handling
Item No. 863S	Reflectorized Pavement Markers
Item No. 864S	Abbreviated Pavement Markings
Item No. 865S	Nonreflectorized Traffic Buttons
Item No. 866S	Jiggle Bar Tile
Item No. 867S	Epoxy Adhesive

Item No. 870S	Work Zone Pavement Markings
Item No. 872S	Prefabricated Pavement Markings
Item No. 873S	Raised Pavement Markers
Item No. 863S-1	Pavement Buttons (Reflectorized-Type I & Type II)
Item No. 865S-1	Traffic Buttons (Non-Reflectorized)
<u>Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges</u>	
<u>Designation</u>	<u>Description</u>
Item No. 302	Aggregates for Surface Treatments
Item No. 314	Emulsified Asphalt Treatment
Item No. 315	Emulsified Asphalt Seal
Item No. 316	Surface Treatments
Item No. 334	Hot Mix-Cold Laid Asphaltic Concrete Pavement
Item No. 340	Hot Mix Asphaltic Concrete Pavement
Item No. 342	Plant Mix Seal
Item No. 351	Repairing Existing Flexible Pavement Structure
Item No. 354	Planing and/or Texturing Pavement
Item No. 358	Asphaltic Concrete Surface Rehabilitation
Item No. 360	Concrete Pavement
Item No. 421	Hydraulic Cement Concrete

Item No. 427	Surface Finishes for Concrete
Item No. 428	Concrete Surface Treatment
Item No. 662	Work Zone Pavement Markings
Item No. 666	Reflectorized Pavement Markings
Item No. 667	Prefabricated Pavement Markings
Item No. 672	Raised Pavement Markers
Item No. 677	Eliminating Existing Pavement Markings and Markers
Item No. 678	Pavement Surface Preparation For Markings
<u>Texas Department of Transportation: Manual of Testing Procedures</u>	
<u>Designation</u>	<u>Description</u>
Tex 729-I	Sampling of Traffic Markers
<u>Texas Department of Transportation: Departmental Materials Specifications</u>	
<u>Designation</u>	<u>Description</u>
DMS-4100	Jiggle Bar Tile
DMS-4200	Pavement Markers (Reflectorized)
DMS-4300	Traffic Buttons
DMS-4210	Pavement Markers
DMS-6130	Bituminous Adhesive

DMS-8200	Pavement Paint
DMS-8220	Thermoplastic marking material
DMS-8240	Prefabricated Marking Materials
DMS-8241	Removable Tape
DMS-8290	Pavement Paint
YPT-10 and/or WPT-10	Pavement Paint

ITEM NO. 874S - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS 4-3-09

874S.1 - Description

This item shall govern the elimination of existing pavement markings of various types and sizes, and pavement markers as shown on the Drawings or as directed, in writing, by the Engineer or designated representative.

874S.2 - Materials

All surface treatment material application rates shall be as directed by the Engineer or designated representative. Unless otherwise shown on the Drawings, surface treatment materials shall conform to the requirements of Specification Item No. 301S, "Asphalts, Oils and Emulsions," and Specification Item No. 302S, "Aggregates for Surface Treatment." Testing of surface treatment materials may be waived by the Engineer or designated representative. Asphalt and aggregate types and grades shall be as shown on the Drawings or as approved by the Engineer or designated representative.

874S.3 - Construction Methods

Elimination of existing pavement markings and markers shall be accomplished by one or more of the following methods as approved by the Engineer or designated representative.

A. Markings on Asphaltic Surfaces.

1. Placement of a surface treatment a minimum of 2 feet (600 mm) wide to cover the existing marking.
2. Placement of a surface treatment, thin overlay or microsurfacing a minimum of 1 lane in width in areas where directional changes of traffic are involved or other areas as directed by the Engineer or designated representative. Construction methods for surface treatments shall conform to Specification Item No. 320S, "Two Course Surface Treatment."

B. Markings on Concrete Surfaces.

Removal by an approved burning method.

C. Markings on Asphaltic or Concrete Surfaces.

Removal by water, water-sand blasting techniques or any other method(s) proven satisfactory to the Engineer.

D. Markers on Asphaltic or Concrete Surfaces.

Removal by any mechanical method to remove marker and adhesive.

Existing pavement markings and markers on both concrete and asphaltic surfaces shall be removed in such a manner that color and/or texture contrast of the pavement surface will be held to a minimum.

Removal of pavement markings on concrete surfaces by blast cleaning shall be accomplished in accordance with Specification Item No. 875S, "Pavement Surface Preparation for Markings," except for measurement and payment. Blast cleaning shall be performed in such a manner that damage to the Portland cement concrete surface is held to a minimum.

When thermoplastic pavement markings or prefabricated pavement markings are encountered, the application of heat may be used to remove the bulk of the marking material prior to blast cleaning. When heat is used, care shall be taken to prevent spalling of Portland cement concrete surfaces.

A burner may be used for complete removal of pavement markings. Broom removal or light blast cleaning may be used for removal of minor residue.

Damage to asphaltic surfaces, such as spalling, shelling, etc., that is greater than ¼ inch (6 mm) in depth and is caused by the removal of pavement markers shall be repaired by the application of a 2 foot (600 mm) wide surface treatment for longitudinal markers with no directional change or a minimum of 1 lane width surface treatment in areas where directional changes of traffic are involved.

Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on asphalt and Portland cement concrete surfaces.

874S.4 - Measurement

This Specification Item will be measured by the square yard (square meter: 1 square meter is equal to 1.196 square yards) of surface treatment, thin overlay or microsurfacing (full lane width) placed; by each word, symbol or shape eliminated; by the lineal foot (lineal meter: 1 lineal meter is equal to 3.281 lineal feet) of markings eliminated; or by any other unit as shown on the Drawings.

Payment for revised quantities will be paid for at the unit price bid for that bid item.

The elimination of pavement markers required in conjunction with the elimination of longitudinal markings will not be measured for payment.

874S.5 - Payment

The work performed and materials furnished in accordance with this Specification Item and measured as provided under "Measurement" will be paid for at the unit bid price for "Eliminating Existing Pavement Markings and Markers" of the various types specified. This price shall include full compensation for blast cleaning, mechanical cleaning and/or other cleaning methods; for all materials, tools, equipment and incidentals necessary to complete the Work, except as specified below.

Elimination of pavement markers when pavement markers are to be removed in conjunction with the elimination of longitudinal markings shall be included in the unit price bid for the item of construction indicated on the drawings.

Payment will be made under one or more of the following:

Pay Item 874S-A:	Eliminating Existing Pavement Markings: _____ inches in width,	Per Lineal Foot.
Pay Item 874S-B:	Eliminating Existing Work Zone Pavement Markings: _____ inches in width,	Per Lineal Foot.
Pay Item 874S-C:	Eliminating Existing Reflectorized Thermoplastic Pavement Markings: _____ inches in width	Words Per Each.
Pay Item 874S-D:	Eliminating Existing Reflectorized Thermoplastic Pavement Markings: _____ inches in width	Shapes Per Each.

Pay Item 874S-E:	Eliminating Existing Reflectorized Thermoplastic Pavement Markings: _____ inches in width	Symbols. Per Each.
Pay Item 874S-F:	Eliminating Existing Raised Pavement Markings, _____ Type,	Per Each.

END

<u>SPECIFIC CROSS REFERENCE MATERIALS</u>
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<u>Specification Item No. 874S, "Eliminating Existing Pavement Markings And Markers"</u>
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<u>City of Austin Contract Documents</u>
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<u>Designation</u>	<u>Description</u>
Section 00300U	Bid Form (Unit Prices)

<u>City of Austin Standard Specifications</u>

<u>Designation</u>	<u>Description</u>
Item No. 301S	Asphalts, Oils and Emulsions
Item No. 302S	Aggregates for Surface Treatments
Item No. 320S	Two Course Surface Treatment
Item No. 875S	Pavement Surface Preparation For Markings

<u>RELATED CROSS REFERENCE MATERIALS</u>

<u>Specification Item No. 874S, "Eliminating Existing Pavement Markings And Markers"</u>
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City of Austin Standard Specifications

<u>Designation</u>	<u>Description</u>
Item No. 310S	Emulsified Asphalt Treatment
Item No. 311S	Emulsified Asphalt Repaving
Item No. 312S	Seal Coat
Item No. 313S	Cleaning and/or Sealing Joints and Cracks (Asphaltic Concrete)
Item No. 315S	Milling Asphaltic Concrete Paving
Item No. 340	Hot Mix Asphaltic Concrete Pavement
Item No. 341S	Paving Fabric
Item No. 350S	Heating, Scarifying and Repaving
Item No. 360	Concrete Pavement
Item No. 413S	Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)
Item No. 801S	Construction Detours
Item No. 803S	Barricades, Signs and Traffic Handling
Item No. 860S	Pavement Marking Paint (Reflectorized)
Item No. 863S	Reflectorized Pavement Markers
Item No. 864S	Abbreviated Pavement Markings
Item No. 865S	Non-Reflectorized Traffic Buttons
Item No. 866S	Jiggle Bar Tile
Item No. 867S	Epoxy Adhesive

Item No. 870S	Work Zone Pavement Markings
Item No. 871S	Reflectorized Pavement Markers
Item No. 872S	Prefabricated Pavement Markings
Item No. 873S	Raised Pavement Markings

City of Austin Standard Details

<u>Designation</u>	<u>Description</u>
863S-1	Pavement Buttons (Reflectorized-Type I & Type II)
865S-1	Traffic Buttons (Non-Reflectorized)

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

<u>Designation</u>	<u>Description</u>
Item No. 302	Aggregates for Surface Treatments
Item No. 314	Emulsified Asphalt Treatment
Item No. 315	Emulsified Asphalt Seal
Item No. 316	Surface Treatments
Item No. 334	Hot Mix-Cold Laid Asphaltic Concrete Pavement
Item No. 340	Hot Mix Asphaltic Concrete Pavement
Item No. 342	Plant Mix Seal
Item No. 351	Repairing Existing Flexible Pavement Structure
Item No. 354	Planing and/or Texturing Pavement

Item No. 358	Asphaltic Concrete Surface Rehabilitation
Item No. 360	Concrete Pavement
Item No. 421	Hydraulic Cement Concrete
Item No. 427	Surface Finishes for Concrete
Item No. 428	Concrete Surface Treatment
Item No. 662	Work Zone Pavement Markings
Item No. 666	Reflectorized Pavement Markings
Item No. 667	Prefabricated Pavement Markings
Item No. 672	Raised Pavement Markers
Item No. 677	Eliminating Existing Pavement Markings and Markers
Item No. 678	Pavement Surface Preparation For Markings

Texas Department of Transportation: Manual of Testing Procedures

<u>Designation</u>	<u>Description</u>
Tex 729-I	Sampling of Traffic Markers
Tex-828-B	Determining Functional Characteristics of Pavement Markings
Tex-829-B	Method For Measuring Pavement Temperature
Tex-854-B	Evaluation Of Thermoplastic Striping For Uniformity And Thickness

Texas Department of Transportation: Departmental Materials Specification

<u>Designation</u>	<u>Description</u>
DMS-4100	Jiggle Bar Tile

DMS-4200	Pavement Markers (Reflectorized)
DMS-4300	Traffic Buttons
DMS-4210	Pavement Markers
DMS-6130	Bituminous Adhesive
DMS-8200	Pavement Paint
DMS-8220	Thermoplastic marking material
DMS-8240	Prefabricated Marking Materials
DMS-8241	Removable Tape
DMS-8290	Pavement Paint
YPT-10 and/or WPT	Pavement Paint



CITY OF KYLE, TEXAS

Hays County Elections

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Hays County Election Services Contract and Joint Election Agreement. ~ *Jennifer Vetrano, City Secretary*

Other Information: This is our annual contract with Hays County Elections to conduct the City's elections. The Hays County Election Services Contract outlines the duties and responsibilities of each Hays County Elections Office and the Kyle City Secretary's Office, while the Joint Election Agreement spells out how a joint election is invoiced.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Hays Contract for Election Services
- Joint Election Agreement

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract (**the "LPS"**) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to an election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in

Chapter 271 of the Teas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER**. The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.

C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the

Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The City Clerk will ensure that the Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo System, paper, auditory.
- K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

- M. **Election Night Reports.** The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Verity Touch components.
- Q. **Recount.**
1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.

- R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.
 - S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.
 - T. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.
- III. **RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:
- A. **Applications for Mail Ballots.** The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.
 - B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.
 - C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
 - D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
 - E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for

correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

V. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller and per Verity Duo/Scanner component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.

- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 2. The officers who conduct the official canvass of the election returns;
 3. The authority to serve as custodian of voted ballots or other election records;
or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.

- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.

 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

 - 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

 - 4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

- E. **Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

- G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Jennifer Holm
City Secretary, City of Kyle
100 W. Center Street
Kyle, Texas 78640
Tel: (512) 262-3981
Email: jholm@cityofkyle.com

Witness by my hand this the _____ day of _____, 20__.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 20__.

Local Political Subdivision:

Name of Entity: City of Kyle

By: _____

Printed Name: Travis Mitchell

Official Capacity: Mayor

**JOINT ELECTION AGREEMENT BETWEEN HAYS
COUNTY AND THE LPS OF SAN MARCOS**

This Joint Election Agreement ("Agreement") is entered into on August __, 2020, between the City of Kyle, (the "LPS") 100 W. Center Street, Kyle, Texas 78640 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2020 through July 2021.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. *Use of Common Ballot.* It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election

Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

Jennifer Holm
City Secretary, City of Kyle
100 W. Center Street
Kyle, Texas 78640

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ____ day of July, 2020

Hays County Elections Administrator

LPS

Jennifer Anderson
Elections Administrator

Jennifer Holm
City Secretary, City of Kyle

Attest:

Attest:



CITY OF KYLE, TEXAS

Hays County OEM MOU

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: Authorize the Chief of Police to execute a Memorandum of Understanding with the Hays County Office of Emergency Management in support of the Standard Response Protocol with local school districts. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ SRP MOU Final 5-27-2020

MEMORANDUM OF UNDERSTANDING

Standard Response Protocol and Standard Reunification Method Memorandum of Understanding ("MOU")

Between

Dripping Springs ISD, Hays Consolidated ISD, San Marcos ISD, Wimberley ISD, San Marcos Academy
("Institutions")

and

The "Hays County Office of Emergency Services" ("HCOES")

This Memorandum of Understanding is executed by and between Hays County, a political subdivision of the State of Texas, via its Hays County Office of Emergency Services ("HCOES") and Dripping Springs ISD, Hays Consolidated ISD, San Marcos Consolidated ISD, Wimberley ISD and San Marcos Academy (hereinafter the "Institutions").

Program Description: The Standard Response Protocol ("SRP") is an institutional response based on five actions. When communicating these actions, the action is labeled with a "Term of Art" and is then followed by a "Directive". Execution of the action is performed by active participants, including staff and first responders. The Standard Reunification Method ("SRM") is a protocol that makes the process of releasing and picking up students in a formalized, controlled, predictable and less chaotic manner.

The "Term of Art" **Lockout** is followed by the Directive "**Secure the Perimeter**". The action associated with Lockout is to bring participants into the building and secure the building's outside perimeter by locking appropriate windows, doors or other access points.

The "Term of Art" **Lockdown** is followed by the Directive "**Locks, Lights, Out of Sight**". The action associated with Lockdown is to secure doors, move away from inside corridor line of sight and maintain silence until first responders release the room.

The "Term of Art" **Evacuate** is followed by the Directive "**To a Location**" (Where the Location is announced.) The action associated with Evacuate is to move staff from one location to another.

The "Term of Art" **Shelter** is followed by the Directive "**Type and Method**" (Where "Type" is the type of hazard occurring, such as: a tornado, hazardous materials incident, earthquake, or tsunami, and "Method" is the action taken in response to the hazard, such as: evacuate to shelter area, seal the room, drop, cover and hold, or get to high ground.) The action associated with Shelter is dependent on the stated Type and Method.

The "Term of Art" **Hold** is followed by the Directive "**In your Classroom**" (When the hallways/common areas need to be kept clear, even during class changes). The action associated with Hold is to clear halls, doors are locked and account for students. It is business as usual.

Communication: Communication between the Institutions and HCOES may be accomplished through written correspondence delivered by the US Postal Service or other private carriers. Communication may also be accomplished through electronic means utilizing electronic mail, facsimile or other electronic text communications.

Purpose: By standardizing vocabulary, all stakeholders can understand the response and status of the event. This provides continuity of expectations and actions throughout their career with the Institutions. For staff this becomes a simpler process to train and drill. For first responders, the common vocabulary and protocols establish a greater predictability that persists through the duration of an incident. Family members can easily understand the practices and can reinforce the protocol. Additionally, this protocol enables rapid response determination when an unforeseen event occurs.

Agreement by Institutions:

1. Institutions agree to incorporate SRP and SRM in its official, existing, written safety plans, either in the body of such safety plans or as an addendum or amendment.
2. Institutions agree to utilize personnel in charge of safety and security to serve as the SRP/SRM Liaison who will act as the primary contact regarding communication with HCOES and other SRP/SRM Liaisons.

3. Institutions agree to incorporate the SRP/SRM using the Terms of Art and the associated Directives as defined in the Program Description.
4. Institutions agree to provide all county and/or city emergency managers, law enforcement agencies, fire departments, and emergency medical services providers having jurisdiction over the Institution's facilities and within its boundaries, as applicable, with notice of compliance with SRP/SRM Terms of Art and Directives.
5. Institutions agree to provide staff with training on the SRP at least once per year.
6. Institutions agree to drill each SRP action at least once per year
7. Institutions agree to provide staff to aid in the facilitation of the SRP/SRM drills that are conducted equal to at least one emergency first responder per zone for those areas the Institution is directly responsible for drilling.
8. Institutions agree to provide staff with either printed material or notice of online availability of material at <http://hayscountysrp.com> or <http://www.iloveuguys.org>
Institutions are responsible for the cost of printing physical material approved by HCOES to be utilized within the program.
9. Institutions will engage in a best effort to provide HCOES with contact information for other agencies, departments, and services participating with the Institution regarding the SRP.
10. Institutions recognize that HCOES materials are the property of Hays County, a political subdivision of the State of Texas. Use of these materials by any third party, including Institutions, should be done for educational and not-for-profit activities. Alteration of HCOES materials is not authorized.

Agreement by HCOES:

1. HCOES agrees to manage the program training materials including video development oversight and form management.
2. HCOES agrees to establish a working committee of SRP/SRM liaisons to provide feedback and manage the program. In the event that a consensus cannot be reached, HCOES will make the final decision.
3. HCOES agrees to host training materials on its website available publicly at the Uniform Resource Locator <http://hayscountysrp.com> or <http://www.iloveuguys.org>
4. HCOES agrees to provide training and support materials online to Institution staff, county and/or city emergency managers, law enforcement agencies, fire departments, and emergency medical services providers at no charge.
5. HCOES offers brokered printing service referrals for production of printed support materials. HCOES has no expectations that Institution will utilize HCOES's brokered printing services for production of printed support materials.
6. HCOES will notify the SRP/SRM Liaison via written or electronic communications in the event of new or updated materials available on HCOES's website.
7. HCOES will maintain a record of all written or electronic communication with the Institution.

MOU Term: This MOU is effective until terminated, for all Institution facilities.

Termination: Institution may terminate this MOU via written or electronic notification at any time. Upon termination, Institution will cease use of any materials provided by HCOES.

Name of Institution:

Address: _____

Institution Representative Signature

Print Name and Title

Mail to:

Hays County Office of Emergency Services

2171 Yarrington Road, Suite 300

San Marcos, TX 78666

Email to: laurie.taylor@co.hays.tx.us

HCOES Representative Signature

Print Name and Title

The HCOES is proud of the partnerships we have developed to make our schools safer. Our SRP program has been viewed nationally as one of the best. Without these partnerships, the SRP program would not have been a success. We hope that continuing our relationship with our partner agencies allows the program to continue to improve. By signing below each agency has the ability to show their continued voluntary support of the SRP program.

**SRP/SRM First Responders
Hays County Participant Agencies**

_____	_____
Hays County Sheriff's Office – Designee	Date
_____	_____
San Marcos Police Department - Designee	Date
_____	_____
Buda Police Department – Designee	Date
_____	_____
Kyle Police Department – Designee	Date
_____	_____
San Marcos Fire Department – Designee	Date
_____	_____
North Hays Fire Department – Designee	Date
_____	_____
South Hays Fire Department - Designee	Date
_____	_____
Buda Fire Department – Designee	Date
_____	_____
Kyle Fire Department – Designee	Date
_____	_____
Wimberley Fire Department – Designee	Date
_____	_____
Hays County Constable Precinct 1 – Designee	Date
_____	_____
Hays County Constable Precinct 2 – Designee	Date
_____	_____
Hays County Constable Precinct 3 – Designee	Date
_____	_____
Hays County Constable Precinct 4 – Designee	Date

Hays County Constable Precinct 5 – Designee

Date

Texas Department of Public Safety-Designee

Date

San Marcos EMC - Designee

Date

City of Buda EMC - Designee

Date

City of Mountain City EMC - Designee

Date

City of Dripping Springs EMC - Designee

Date



CITY OF KYLE, TEXAS

Anthem Water Agreement

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: FM 150 Water Facilities Service, Financing, and Construction Agreement. ~ *Leon Barba, P.E., City Engineer*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- FM 150 Water Facilities Service, Financing, and Construction Agreement
- EXHIBIT A_PROPERTY MAP_WATER AGREEMENT_06-17-20
- EXHIBIT B_WATER FACILITIES PLAN_WATER AGREEMENT_06-19-20
- Exhibit C - project Schedule
- Exhibit D budget
- Exhibit E - Participation Percentages
- Exhibit F - EST Project Schedule
- Exhibit G 800,000 gallon EST budget
- legal descriptions

FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This Agreement is between Anthem Municipal Utility District (“*Anthem MUD*”); Kyle 150, LP (“*Kyle 150*”), a Texas Limited Partnership; HMBRR Development, Inc., a Texas Corporation (“*HMBRR*”), the City of Kyle, a Texas home rule municipality (the “*City*”), Kyle Mortgage Investors, LLC, a limited liability company (“*Kyle 57*”), David Beseda (“*Beseda*”), and Covey Fund I, LP, a Texas limited partnership (“*the Covey Fund*”) (HMBRR, Kyle 57, Beseda, and the Covey Fund are sometimes referred to in this Agreement as “*Water Return Line Users*”). The City, Anthem MUD, Kyle 150, and the Water Return Line Users are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

A. Kyle 150 is the owner of that certain approximately 422 acre parcel of real property located in the extra-territorial jurisdiction of the City of Mountain City and within the Anthem MUD boundaries which it proposes to develop as a master-planned, single-family residential subdivision consisting of approximately 1650 single-family homes and related improvements (the “*Anthem Tract*”). The Anthem Tract is depicted on the map of the affected properties attached hereto and incorporated herein as **Exhibit “A”** (the “*Property Map*”) and more particularly described on **Exhibit “A-1”**.

B. Anthem MUD is a municipal utility district duly formed and validly existing under the laws of the State of Texas to provide retail water and wastewater service to the Anthem Tract. Anthem MUD has agreed to reimburse Kyle 150 for a portion of the costs to construct water and wastewater facilities necessary to serve the Anthem Tract, including without limitation the water facilities contemplated in this Agreement.

C. HMBRR is the owner of that certain approximately 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which it proposes to develop as a master-planned, residential development consisting of approximately 2100 residential units and related amenities and improvements (the “*6 Creeks Tract*”). The 6 Creeks Tract is depicted on the Property Map and more particularly described on **Exhibit “A-2”**.

D. The Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*the Covey Fund Tract*”). The Covey Fund Tract is depicted on the Property Map and more particularly described on **Exhibit “A-3”**.

E. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the “*Beseda Tract*”). The Beseda Tract is depicted on the Property Map and more particularly described on **Exhibit “A-4”**.

F. Kyle 57 is the owner of that certain approximately 57 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future residential uses (the “*Kyle 57 Tract*”). The Kyle 57 Tract is depicted on the Property Map and more particularly described on **Exhibit “A-5”**.

G. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Blanco River Ranch Properties, L.P., the owner of

1307 acre parcel of real property located in the City, and/or its Extra-Territorial Jurisdiction, which such owner proposes to develop as master-planned, residential and commercial development consisting of approximately 1400 residential units and related amenities and improvements (the "*Blanco River Ranch Tract*"). The Blanco River Ranch Tract is depicted on the Property Map and more particularly described on **Exhibit "A-6"**.

H. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Lennar, the owner of 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which such owner proposes to develop as master-planned, residential development consisting of residential units and related amenities and improvements (the "*Plum Creek North Tract*"). The Plum Creek North Tract is depicted on the Property Map and more particularly described on Exhibit "**A-7**".

I. The City entered into a Retail Water and Wastewater Services Agreement (the "*Anthem Contract*") dated September 20, 2016 with Mountain City 150, LP ("MC 150") pursuant to which MC 150 agreed to pay its pro rata share in constructing an elevated water storage tank with a combined capacity of 2.039 million gallons (the "*Anthem Storage Tank*"). The Anthem Contract provides that, in connection with the construction of the Anthem Storage Tank, MC 150 agreed to construct: (i) a water force main and related appurtenances from the site of the Anthem Storage Tank to the main entryway into the residential development to be located on the Anthem Tract (the "*Anthem Water Main*"); (ii) a water force main and related pump stations and appurtenances from the Anthem Tract's proposed main entryway along FM 150 to a point of connection with the City's water system (the "*FM 150 Water Main*"), noted as the Point of Entry on the water facilities plan attached hereto as **Exhibit "B"** (the "*Water Facilities Plan*"); and, (iii) a one hundred thousand (100,000) gallon Ground Storage Tank, purely at the cost and benefit of Anthem.

J. MC 150 assigned the Anthem Contract to Anthem MUD in November 2016 and Anthem MUD has assumed all obligations of MC 150 in the Anthem Contract. MC 150 was subsequently dissolved, and Kyle 150 is the successor development entity for the Anthem Project.

K. The City entered into a De-annexation and Development Agreement (the "*6 Creeks Agreement*") dated May 16, 2017 with Blanco River Ranch Properties, LP, or its successors and assigns. On September 20, 2017, Blanco River Ranch Properties properly assigned its rights under the 6 Creeks Agreement to HMBRR. The 6 Creeks Agreement provides, among other things, that HMBRR shall (i) advance and pay a pro-rata share of the costs to construct the Anthem Storage Tank, (ii) construct a return line ("*Water Return Line*") from the Anthem Storage Tank to a delivery point noted on the Water Facilities Plan, and (iii) negotiate in good faith with the City if the City requests the oversizing of any utility facilities to be constructed pursuant to the 6 Creeks Agreement.

L. The original plan set forth in the Anthem Contract for the Anthem Storage Tank called for the construction of a combined 2.039 million gallon elevated storage tank

and a 100,000 gallon ground storage tank. The City has determined that the original plan in the Anthem Contract should be modified, based on modeling to accommodate functional need, so that a 800,000 gallon elevated storage tank (“*Anthem Elevated Storage Tank*” or the “*EST*”) and a 500,000 gallon ground storage tank (“*Anthem Ground Storage Tank*”) to be constructed on the site designated on the Water Facilities Plan. On the site of the Anthem Ground Storage Tank, additional property may be conveyed to the City for the site of an optional future 500,000 gallon ground storage tank expansion (“*Additional Ground Storage Tank*”).

M. Subsequent to the execution of the Anthem Contract and the 6 Creeks Agreement, the City determined that the properties owned by Kyle 57, Beseda, and the Covey Fund would benefit from an oversized Water Return Line and capacity in the Anthem Ground Storage Tank and Anthem Elevated Storage Tank. Kyle 57, Beseda, and the Covey Fund are each agreeable to paying their pro-rata share of the Water Return Line the Anthem Ground Storage Tank and the Anthem Elevated Storage Tank, subject to the terms and conditions of this Agreement.

N. The Parties recognize that the FM 150 Water Main and the majority of the Water Return Line can be constructed in the same utility easement running alongside of FM 150, as depicted in the Water Facilities Plan, and that economies of scale exist to provide for costs savings for all Parties if the FM 150 Water Main and the Water Return Line are constructed concurrently.

O. Pursuant to the Anthem Contract, Anthem MUD or Kyle 150 on behalf of Anthem MUD is required to construct a 100,000 gallon ground storage tank within the timeframe required set forth in the Anthem Contract.

P. Anthem MUD has designed the FM 150 Water Main, the Anthem Ground Storage Tank, the Water Return Line and all other necessary, appropriate and related facilities . Henceforth the FM 150 Water Main, the Anthem Ground Storage Tank and the Water Return Line are known as the “*FM 150 Water Facilities*” or the “*Project*”. Anthem MUD bid the Project, and the Project is in the process of being constructed in accordance with all applicable rules and regulations. The City has approved the plans specifications for the construction of the Project (the “*Approved Plans*”).

Q. Construction of the Additional Ground Storage Tank will require there to be additional capacity in the Anthem Elevated Storage Tank to comply with all regulatory rules.

R. The City desires to cause the Anthem Elevated Storage Tank to be designed with an alternative design of 1 million gallons and to provide for cost participation in the oversized design and construction of the expanded facility. The 800,000 gallon tank will serve the parties to this Agreement. The alternative design will provide the City the option to participate in the cost of oversizing the Anthem Elevated Storage Tank from 800,000 gallons to 1 million gallons, and use the added capacity in the Anthem Elevated Storage Tank to accommodate the future construction of the Additional Ground Storage Tank.

S. The City has contracted with the owner of the Plum Creek North Tract to pay for its respective pro-rata share of the Anthem Elevated Storage Tank, and the City will make payment on behalf of such owner for such pro-rata share.

T. The City has anticipated the need of the Blanco River Ranch Tract, and while there is not a finalized development agreement for said property, there is an interim development agreement between the City and the owner of the Blanco River Ranch Tract, in place serving as a reasonable planning tool. The City has agreed to pay for such owner's pro-rata share of the Anthem Elevated Storage Tank. The City intends to recover such costs paid on behalf of such owner along with any other reasonable charges during their first phase of development of the Blanco River Ranch Tract.

U. This Agreement sets forth the Parties agreements regarding the financing and construction of the FM 150 Water Facilities, payment for the design, permitting, and construction of the FM 150 Water Facilities, and the Parties respective rights and obligations relating to the FM 150 Water Facilities. This Agreement further sets forth the agreements regarding the design, financing, and construction of the EST.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Article I. FM 150 Water Facilities

1.01. Project Schedule, Budget, and Participation Percentages.

(a) The Parties agree to cooperate with Anthem MUD's efforts to complete the construction of the FM 150 Water Facilities in accordance with the schedule attached as **Exhibit "C"** (the "*Project Schedule*"). The Project is underway and Anthem MUD will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the "*Project Budget*") is attached as **Exhibit "D"**. The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for Kyle 150 on behalf of Anthem MUD, the City (on behalf of the owners of the Blanco River Ranch Tract and Plum Creek North Tract), and each of the Water Return Line Users are set forth on the attached **Exhibit "E"** (the "*Participation Percentages*").

1.02. Project Management and Project Engineer. Kyle 150 on behalf of Anthem MUD will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the "*Project Engineer*").

1.03. Easements. All necessary utility easements to construct the FM 150 Water Main and the Water Return Line have been or will be made available to Kyle 150 prior to construction on the Project.

1.04. Plan Preparation and Approval. Kyle 150, on behalf of Anthem MUD, has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide water service to the Water Return Line Users as required in this Agreement and in accordance with (i) the Anthem Contract; (ii) this Agreement; (iii) the Project Schedule; (iv) all applicable federal, State, and City laws, rules and regulations, including environmental regulations, that are applicable to the Project; and (v) good engineering and design practices. The Parties agree that the FM 150 Water Main and the Water Return Line are to be constructed concurrently. The Project Engineer has submitted the Approved Plans for the Project to the City and the Water Return Line Users and the City and the Water Return Line Users have approved such plans and specifications. The City warrants and represents that the Project and the Approved Plans meet all of its applicable legal requirements, and that the FM 150 Water Facilities once constructed in accordance with the Approved Plans are sufficient to provide water service to the Water Return Line Users as required by this Agreement without any further off-site improvements being required.

1.05. Bidding and Contract Requirements.

(a) The Project Engineer has advertised the Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54, Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

(1) That the contractor(s) will comply with the requirements of Section 5(e) related to insurance;

(2) That a minimum of Ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);

(3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;

(4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and

(5) Any other provisions required to be included in the contract(s) under this Agreement.

(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a “per-occurrence” basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both Kyle 150 and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify Kyle 150 and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) Kyle 150, on behalf of Anthem MUD, has executed the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. Kyle 150 agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

1.06. Construction; Inspection and Financing.

(a) Kyle 150, on behalf of Anthem MUD will cause the contractor(s) for the Project to continue with construction and to complete construction in accordance with the Project Schedule, the Anthem Contract, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide Kyle 150 on behalf of Anthem MUD and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) Kyle 150, on behalf of Anthem MUD, shall receive all pay applications from the contractor(s) relating to the Project (“*Pay Applications*”). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the Contractor’s Pay Application (the “*Completion Percentage*”) and state that the pay application has been approved by the Project Engineer and Anthem MUD (the “*Approved Pay Application*”);

(2) Obtain the Project Engineer’s certification of the amount of the Approved Pay Application payable by each of the Water Return Line Users and the portion of the contract price remaining to be paid by the City and Kyle 150 on behalf of Anthem MUD to complete the payment of the Approved Pay Application (the “*Certification*”); and

(3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project (“*Waiver and Release*”). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to Kyle 150 by check, mailed to the applicable address in Section 4.03 of this Agreement, or by any alternative format approved by Kyle 150. Kyle 150 shall promptly and timely pay all outstanding amounts for Approved Pay Applications, including the pro rata share of Kyle 150.

(e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve Kyle 150 of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.

(f) If a Party fails to timely make a required payment for an approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, Kyle 150 on behalf of Anthem MUD may require said Party to pay the Party’s remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to Kyle 150 on behalf of Anthem MUD and such Party (the “*Payment for Remaining Pro Rata Share*”), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by Kyle 150 and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).

(g) If a Party fails to timely make a required payment and, after notice from Kyle 150, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement and written notice of such default shall be provided to the City.

(h) The Parties may dispute a Pay Application by giving written notice to Kyle 150 and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party

has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the City Council unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

1.07. Completion. Upon final City inspection, the City shall approve the construction if completed in compliance with the approved plans. After City approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance. Anthem MUD or Kyle 150 on behalf of Anthem MUD shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Water Return Line Users promptly upon request. The City agrees to accept the Project for ownership, operation and maintenance upon such final completion, inspection and approval. The Parties intend that all costs of the Project incurred by Kyle 150, or any other Party to the Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties acknowledge and agree that only Kyle 150 has any right to reimbursement from Anthem MUD. The Parties each acknowledge and agree that any monies spent on improvements related to water service for the Parties' projects are not subject to reimbursement or purchase by Anthem MUD.

1.08. Default and Termination.

(a) If Kyle 150 defaults under this Agreement, the Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. Kyle 150 will be in default under this Agreement upon the occurrence of one or more of the following events (an "*Event of Default*"):

(1) Kyle 150 fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so; or

(2) Kyle 150 fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so.

(b) The City will have the right, but not the obligation, to assume the construction contract(s) and to complete the Project in the event of a default by Kyle 150 under this Agreement. If Kyle 150 defaults under this Agreement and the City elects to assume the construction contract(s), Kyle 150 shall cooperate with the City, including assignment of the construction contract(s), if necessary. To the extent the City assumes the construction contract(s), the City shall be obligated to perform all of the duties and obligations and shall have all of the rights of Kyle 150 under this Agreement.

Article II. Elevated Storage Tank

2.01. Project Schedule, Budget, and Participation Percentages. Anthem MUD, Kyle 150, HMBRR, Kyle 57, Beseda, the Covey Fund, and the City (the “*EST Parties*”) agree to cooperate to complete the construction of the Anthem Elevated Storage Tank and all related facilities and appurtenances (the “*EST Project*”) in accordance with the schedule attached as **Exhibit “F”** (the “*EST Project Schedule*”). The EST Parties’ allocated shares of the costs of the EST Project are set forth in **Exhibit E**. The preliminary budget for the EST Project is reflected in attached **Exhibit D** and will be updated as provided in this Agreement.

2.02. EST Project Defined. The EST Project is further defined as the design, construction, and completion of the Anthem Elevated Storage Tank, in accordance with construction plans approved by the City, good engineering practices, and applicable local, state, and federal regulations, to be located on the property designated in **Exhibit B**. The EST Project will be designed as an 800,000 gallon elevated storage tank, and alternatively as a 1 million gallon elevated storage tank as provided in this Agreement.

2.03. Easements. The EST Parties will grant the City any easements needed for the construction and operation of the EST Project upon request by the City in a form acceptable to the City.

2.04. Design. Kyle 150, on behalf of Anthem MUD, will cause the EST Project to be designed in accordance with the EST Project Schedule. The EST Parties will share in the costs to design the EST Project, which is estimated to be \$324,000.00 (the “*EST Design Costs*”) according to the Participation Percentages set forth in **Exhibit E**. The EST Parties shall pay for the EST Design Costs in accordance with the following schedule:

(1) Within 30 days of Kyle 150’s delivery of written notice to the EST Parties, the EST Parties will deposit 25% of their respective portion of the EST Design Costs with the Kyle 150.

(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

2.05. Bidding the EST Project. Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of

the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

2.06. Contract Terms. The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

2.07. Initial/Supplemental Construction Deposits, Refunds. Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

2.08. Insurance and Payment and Performance Bonds. The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a “per-occurrence” basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

2.09. Contract Execution. The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

2.10. Construction Reports, Pay Applications, Change Orders.

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project (“*EST Pay Applications*”). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor’s Pay Application (the “*EST Completion Percentage*”) and state that the pay application has been approved by the Project Engineer and Kyle 150 (the “*Approved EST Pay Application*”);

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "*EST Certification*"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*EST Waiver and Release*").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

2.11. Completion. Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.

2.12. Default and Termination.

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an “Event of Default”):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

(3) An EST Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150’s outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150’s outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the “*Performance Rights*”). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the “*Service Area*”).

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City’s Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.

Article III. Provision of Water Services

3.01 Service Commitment.

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the “*FM 150 Properties*”) in a quantity set forth in **Exhibit D** for such tracts (the “*Service Commitment*”). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City’s rules, regulations, and policies.

(b) The City’s obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City’s rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents (“*LUEs*”) of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

3.02 Service Commitment to HMBRR. The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service

from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

Article IV. Miscellaneous

4.01. Force Majeure. For purposes of this Agreement, “Force Majeure” means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

4.02. Future Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.03. Notices. Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

Kyle 150: Clark Wilson

Austin, Texas

Water Return Line Users: HMBRR Development
c/o Hanna/Magee Co.
Attn: Jay Hanna
1011 North Lamar Blvd.
Austin, Texas 78703

Kyle 57

Kyle, Texas

David Beseda

Kyle, Texas

The Covey Fund I, LP

Kyle, Texas

City of Kyle Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

4.04. Construction. This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

4.05. Enforcement. In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

4.06. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

4.07. Assignment.

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

4.08. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A:	Property Map and Property Descriptions (Exhibits A-1 through A-7)
Exhibit B:	FM 150 Water Facilities Plan
Exhibit C:	FM 150 Water Facilities Project Schedule
Exhibit D:	FM 150 Water Facilities & Elevated Storage Tank Project Budget
Exhibit E:	FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
Exhibit F:	EST Project Schedule
Exhibit G:	EST Project Budget

4.09. Authority for Execution. All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of _____, 2020.

Anthem Municipal Utility District:

By: _____

Name: _____

Title: _____

Date: _____

Kyle 150, LP:

By: _____

Name: _____

Title: _____

Date: _____

HMBRR, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

Kyle 57:

By: _____

Name: _____

Title: _____

Date: _____

David Beseda:

By: _____

Name: _____

Title: _____

Date: _____

The Covey Fund I, LP:

By: _____

Name: _____

Title: _____

Date: _____

City of Kyle, Texas

By: _____

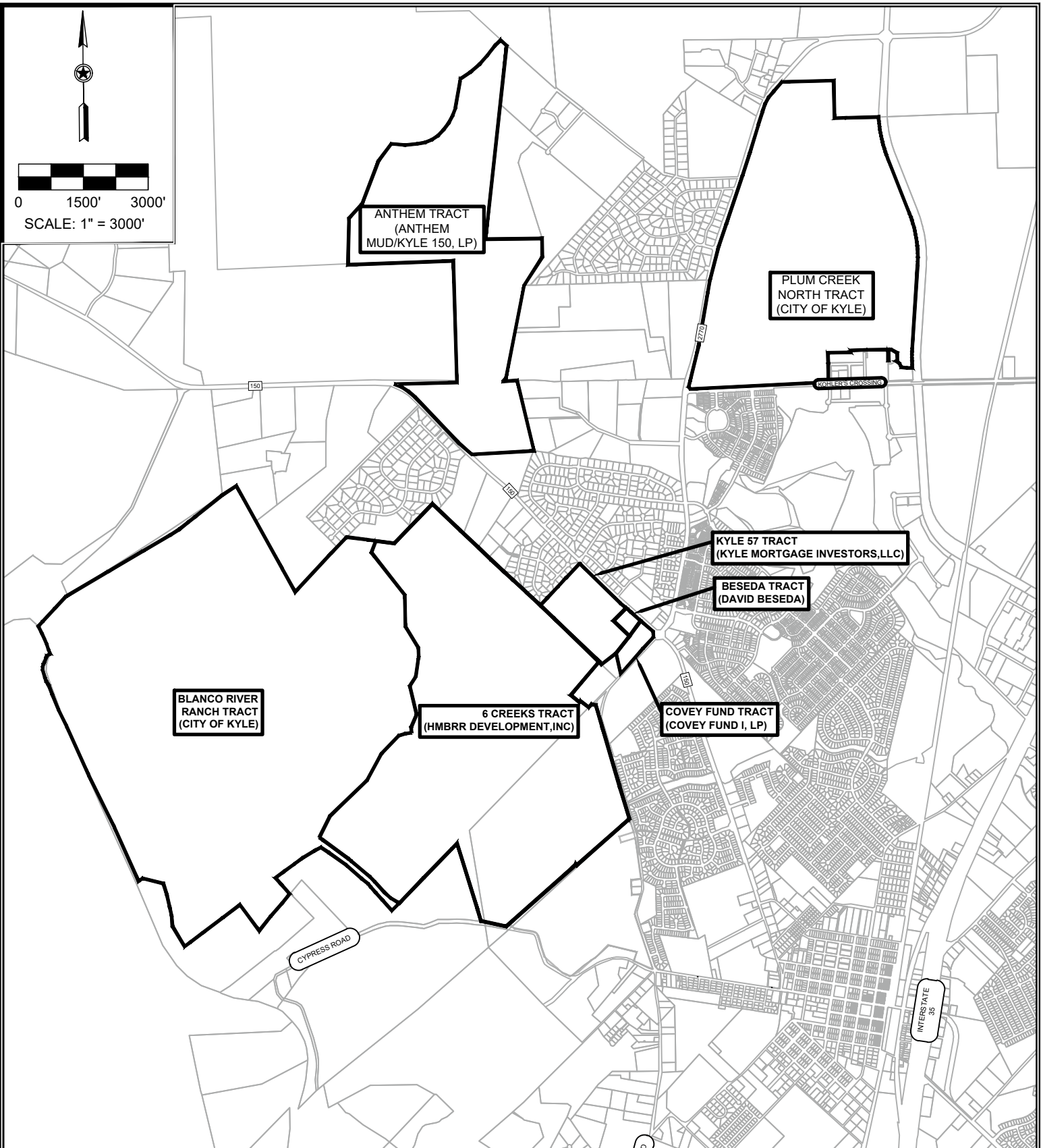
Name: _____

Title: _____

Date: _____



0 1500' 3000'
 SCALE: 1" = 3000'



LEGEND

— PARTICIPANT PROPERTY BOUNDARIES

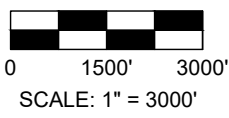
EXHIBIT A
PROPERTY MAP, FM 150
WATER FACILITIES SERVICE, FINANCING, AND
CONSTRUCTION AGREEMENT



866.850.4200 www.atwell-group.com

TBPE NO. 12242
 3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
 AUSTIN, TX 78746

T:\Private\Blanco River Ranch\Exhibit\ANHEM OV WATER_2020.06.15_PROP MAP FINANCING AGREE.dwg



ANTHEM TRACT
(ANTHEM MUD/KYLE 150, LP)

PROPOSED GROUND/ELEVATED
STORAGE TANKS
"ANTHEM STORAGE TANK"

CONNECTING WATER LINE
TO PLUM CREEK
NORTH TRACT

**PLUM CREEK
NORTH TRACT**
(CITY OF KYLE)

CONNECTING WATER LINE TO
BLANCO RIVER RANCH TRACT

"ANTHEM WATER MAIN"

"ANTHEM MAIN WATER LINE ENTRANCE"

KOHLERS CROSSING

**BLANCO RIVER
RANCH TRACT**
(CITY OF KYLE)

CONNECTING WATER LINE
TO 6 CREEKS TRACT
"WATER RETURN LINE"

KYLE 57 TRACT
(KYLE MORTGAGE INVESTORS, LLC)

RM 150 STATION
BOOSTER PUMP STATION

BESEDA TRACT
(DAVID BESEDA)

CONNECTION
w/ CITY OF KYLE
PRESSURE PLANE 2
"POINT OF ENTRY"

CONNECTING WATER LINE
TO ANTHEM TRACT
"FM 150 WATER MAIN"

COVEY FUND TRACT
(COVEY FUND I, LP)

BLANCO RIVER RANCH/ 6 CREEKS
INTERNAL WATER LINE

6 CREEKS TRACT
(HMBRR DEVELOPMENT, INC.)

"FM 150 WATER FACILITIES" =
-"ANTHEM WATER MAIN"
-"WATER RETURN LINE"
-"ANTHEM GROUND STORAGE TANK"

"ANTHEM STORAGE TANK"
"ANTHEM ELEVATED STORAGE TANK" = 800,000 GAL
"ANTHEM GROUND STORAGE TANK" = 500,000 GAL
"ADDITIONAL GROUND STORAGE TANK" = 500,000 GAL

LEGEND	
	PARTICIPANT PROPERTY BOUNDARIES
	CONNECTING WATER LINE

EXHIBIT B WATER FACILITIES PLAN



T:\Private\Blanco River Ranch\Exhibit\ANTHEM OV WATER_2020.06.15_WATER FACILITIES PLAN-B.dwg

Exhibit "C"

FM 150 Water Facilities Project Schedule

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021

Exhibit D

FM 150 Water Facilities & Elevated Storage Tank
Project Budget

		Anthem	6 Creeks	Kyle 57	Findley	Beseda	(City of Kyle) Plum Creek North	(City of Kyle) Blanco River Ranch Tract
	Maximum LUE Allocations	1,650	1,000	240	100	50	1,400	2,100
Engineer	Atwell							
Contractor	CCCarlton							
RM 150 Station								
	\$2,831,078							
ESC Improvements	\$82,984	\$45,041	\$27,297	\$6,551	\$2,730	\$1,365	\$0	\$0
Water Improvements	\$2,011,789							
Mobilization and Traffic Control		\$22,000	\$11,941	\$7,237	\$1,737	\$724	\$362	\$0
Pump Station and Trans Line		\$979,880	\$979,880	\$0	\$0	\$0	\$0	\$0
Return Line		\$1,009,909	\$0	\$726,553	\$174,373	\$72,655	\$36,328	\$0
Site Improvements	\$99,305							
Mobilization and Demobilization		\$65,000	\$35,280	\$21,382	\$5,132	\$2,138	\$1,069	\$0
Site Work		\$34,305	\$34,305	\$0	\$0	\$0	\$0	\$0
Electric Improvements	\$637,000	\$637,000	\$0	\$0	\$0	\$0	\$0	\$0
Return Line Engineering	\$68,000	\$0	\$48,921	\$11,741	\$4,892	\$2,446	\$0	\$0
Engineering for Common Infrastructure and Agreement	\$40,000	\$0	\$28,777	\$6,906	\$2,878	\$1,439	\$0	\$0
Return Line Staking	\$20,000	\$0	\$14,388	\$3,453	\$1,439	\$719	\$0	\$0
Return Line Testing	\$15,000	\$0	\$10,791	\$2,580	\$1,079	\$540	\$0	\$0
Sub Total	\$2,974,078	\$1,743,446	\$885,347	\$212,483	\$88,535	\$44,267	\$0	\$0
10% Contingency	\$283,108	\$174,345	\$78,247	\$18,779	\$7,825	\$3,912	\$0	\$0
Total	\$3,257,186	\$1,917,791	\$963,594	\$231,262	\$96,359	\$48,180	\$0	\$0
Hoover Drive								
	\$3,769,032							
Anthem Initial 100,000 gallon tank	\$111,111	\$111,111	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Ground Storage Tank	\$526,834	\$100,308	\$87,224	\$20,934	\$8,722	\$4,361	\$122,114	\$183,171
800,000 gallon Elevated Storage Tank	\$1,900,000	\$361,755	\$314,570	\$75,497	\$31,457	\$15,728	\$440,397	\$660,596
ESC Improvements	\$36,841	\$12,111	\$0	\$1,352	\$563	\$282	\$9,013	\$13,520
Site Improvements	\$187,470	\$61,630	\$0	\$6,880	\$2,867	\$1,433	\$45,864	\$68,796
Pump Station Water Improvements	\$777,776	\$255,691	\$0	\$28,542	\$11,893	\$5,946	\$190,282	\$285,422
Electric Improvements	\$229,000	\$75,283	\$0	\$8,404	\$3,502	\$1,751	\$56,024	\$84,037
Elevated Storage Tank Engineering Design	\$324,000	\$61,689	\$53,642	\$12,874	\$5,364	\$2,682	\$75,099	\$112,649
Engineering CA	\$25,000	\$8,219	\$0	\$917	\$382	\$191	\$6,116	\$9,174
Staking	\$20,000	\$6,575	\$0	\$734	\$306	\$153	\$4,893	\$7,339
Testing	\$15,000	\$4,931	\$0	\$550	\$229	\$115	\$3,670	\$5,505
Sub Total		\$1,059,303	\$455,436	\$156,684	\$65,285	\$32,643	\$953,473	\$1,430,209
10% Contingency	\$376,903	\$97,789	\$40,179	\$14,161	\$5,900	\$2,950	\$86,369	\$129,554
Total	\$4,529,935	\$1,157,091	\$495,615	\$170,845	\$71,185	\$35,593	\$1,039,842	\$1,559,763
Phase 1A Water Improvements								
	\$18,600							
Phase 1A Water Improvements	\$18,600	\$0	\$13,381	\$3,212	\$1,338	\$669	\$0	\$0
10% Contingency	\$1,860	\$0	\$1,338	\$321	\$134	\$67	\$0	\$0
	\$20,460	\$0	\$14,719	\$3,533	\$1,472	\$736	\$0	\$0
Subtotals								
	\$7,807,581	\$3,074,882	\$1,473,929	\$405,640	\$169,017	\$84,508	\$1,039,842	\$1,559,763

Exhibit E

FM 150 Water Facilities & Elevated Storage Tank
Participation Percentages

	Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	BRR
RM 150 Return line Participation	0%	72%	17%	7%	4%	0%	0%
Common RM 150 Pump Station and Transmission Main Participation	54%	33%	8%	3%	2%	0%	0%
RM 150 Pump Station Site Work	100%	0%	0%	0%	0%	0%	0%
Elevated and Ground Storage Tank Participation	19%	17%	4%	2%	1%	23%	35%
Hoover Drive Participation	33%	0%	4%	2%	1%	24%	37%

Exhibit F

EST Project Schedule

- Project Design Completion 1st Quarter 2021
- Design Review and Permitting 3rd Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4th Quarter 2022

Exhibit G

Estimated 800,000 gallon EST Project Budget

Exhibit "A-1"

"Anthem" Kyle 150, L.P.

Exhibit "A-2"

HMBRR – "6 Creeks Tract"

Exhibit "A-3"

Covey Fund I, LP, a Texas Limited partnership
2205 N. Lamar Boulevard, Unit 113
Austin, TX 78705
Travis County
Hays County Document Number 19046058

9.993 acres of land, more or less, in the SAMUEL PHARASS SAURVEY, ABSTRACT NO.
360, Hays County, Texas, and being the same land as a called 10.00 acre tract described
in Volume 4141, Page 697, Official Public Records of Hays County, Texas.

Exhibit "A-4"

David Beseda
2310 Portofino Ridge
Austin, TX 78735
Travis County
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre tract described in Correction Warranty Deed recorded in Volume 2671, Page 863, Official Public Records, Hays County, Texas.

Exhibit "A-5"

Kyle Mortgage Investors LLC
10800 Wilshire Boulevard, Unit 2101
Los Angeles, CA 90024
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,
Hays County, Texas,



CITY OF KYLE, TEXAS

Zoning Ordinance Amendment to Chapter 53 - Plum Creek MXD

Meeting Date: 7/7/2020

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City of Kyle, Texas, amending ordinance No. 311, The Plum Creek Planned Unit development Zoning Ordinance; amending Article II, Part C, Section 8(D), Subsection (6) to remove the lot depth requirement for non-residential development within the MXD District; providing for repeal of conflicting ordinances; providing for an effective date and an open meetings clauses; and providing for related matters. ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 4-2 to recommend approval.

- Public Hearing

Other Information: Please see attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Ordinance Exhibit A
- Plum Creek MXD District Lot Depth Amendment (Redline)
- Plum Creek Uptown 1A Plat



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Planning & Zoning Commission

FROM: Scott Sellers – City Manager

DATE: Tuesday, July 7, 2020

SUBJECT: Plum Creek PUD, MXD Zoning District Amendment

REQUEST

Staff requests your consideration of an amendment to the Plum Creek MXD (Mixed Use) zoning district, specifically removing the depth requirement for newly platted, non-residential lots.

TEXT OF THE ZONING ORDINANCE

Chapter 53, Exhibit A – Plum Creek Planned Unit Development, Article II, Part C – PUD Districts: Regulations and Performance Standards, Sec. 8(D)(6)(c) – “MXD” mixed used development PUD district, Site development regulations:

(6) The following site development regulations shall be applicable to nonresidential development within the MXD area:

- (a) Minimum lot size: 4,000 square feet.
- (b) Minimum lot width: 35 feet.
- (c) *Minimum lot depth: 100 feet.*
- (d) Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed five stories or 65 feet. A 25-foot minimum compatibility setback shall be required adjacent to a "R-1" or "R-2" development within the commercial site which limits maximum building height to three and one-half stories or 50 feet. Any development over three stories shall install an elevator to provide service to stories above three stories.

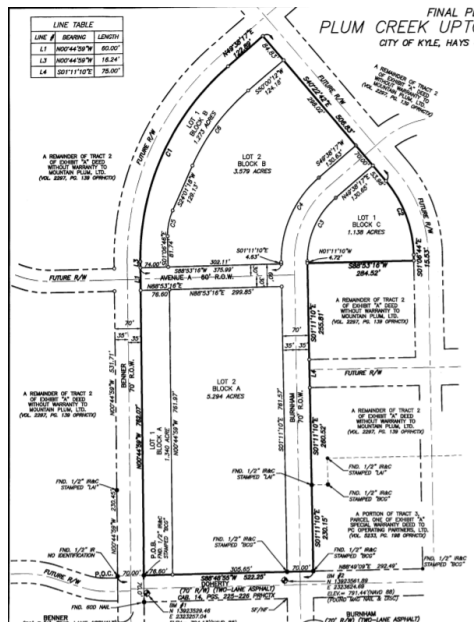
- (e) Minimum setbacks:
 - (i) Front yard: none.
 - (ii) Side yard: none.
 - (iii) Rear yard: none.
- (f) Maximum floor area ratio: 1.5 FAR of the lot area.

ANALYSIS

Staff is currently reviewing the first vertical mixed-use project in the Plum Creek Uptown District. The mixed-use project will be split into two phases; Phase 1 facing the central park/green of the Uptown District (on Burnham, Lot 2 Block A, Lot 2 Block B) and Phase 2 will face the rear of the block on Benner (Lot 1 Block A, Lot 1 Block B). This project is the first high-intensity activity development, in an urban “live, work, play” style, anywhere in Plum Creek.

Currently, the Plum Creek MXD zoning district requires a minimum of 35-feet of width, a minimum lot depth of 100-feet, and a minimum area of 4,000 square feet. Due to lender financing, the mixed-use project will be required to be split into two phases. Phase 1 will include buildings along Burnham and most of the expected parking for the project. Phase 2 will primarily be utilized for additional apartment residential buildings (additional parking included).

To align with the future extensions of Burnham and Benner, block widths will only be about 375 – 385-feet in width with the Burnham side utilizing about 300-feet of the width. Approximately 75 – 85-feet of remaining block width will be remaining. As the buildings are expected face Benner, the street addresses will reflect this, and the remaining block width will also be the lot depth for Lot 1 Block A & Lot 1 Block B. With the minimum depth requirement per code being 100-feet, 75 – 85 feet of actual depth is insufficient.



If this change to the Plum Creek MXD zoning district were approved, it would be applicable to all future projects in the PUD district. The idea of not requiring lot depth minimums is usual and customary in the City of Kyle development code. Most of the zoning districts outside of the Plum Creek PUD do not have a minimum lot depth (only lot width and area minimums). The City of Kyle subdivision code also has requirements for standard lot design, so that lots will not be designed in a sub-standard manner.

RECOMMENDATION

At the June 23, 2020 Planning & Zoning Commission meeting, the Commission voted four to two (4-2) recommending approval of the amendment (McHutchion absent). The dissenting votes (Christie, Voss) were not necessarily due to the code change itself; the dissent represented an unwillingness to change the city code to help specific site plans/clients. It is expected that specific site amendments like proposed in Uptown could be handled via variance, or by a re-design of the non-conforming aspect of the project.

Staff has no objection to the amendment to the Plum Creek MXD zoning district as presented and requests that the Mayor & Council vote to approve.

ATTACHMENTS

1. Draft Ordinance
2. Red-Lined Amendment
3. Final Plat

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 311, THE PLUM CREEK PLANNED UNIT DEVELOPMENT ZONING ORDINANCE; AMENDING ARTICLE II, PART C, SECTION 8(D), SUBSECTION (6) TO REMOVE THE LOT DEPTH REQUIREMENT FOR NONRESIDENTIAL DEVELOPMENT WITHIN THE MXD DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City, by prior zoning ordinance, has required minimum lot depths as part of the site development regulations applicable to nonresidential development within the MXD mixed use development PUD district; and

Whereas, the City hereby finds it appropriate to no longer require minimum lot depths as part of the site development regulations applicable to nonresidential development within the MXD mixed use development PUD district.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment of Article II, Part C, Section 8(D), Subsection (6). City of Kyle, Texas, Ordinance No. 311, Article II – Planned Unit Development Zoning District, Part C – PUD Districts: Regulations and Performance Standards, Section 8 – “MXD” mixed use development PUD district, Part (D) – Site Development Regulations, Subsection (6) is hereby amended in its entirety, to read as follows:

(6) The following site development regulations shall be applicable to nonresidential development within the MXD area:

(a) Minimum lot size: 4,000 square feet.

(b) Minimum lot width: 35 feet.

(c) Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed five stories or 65 feet. A 25-foot minimum compatibility setback shall be required adjacent to a "R-1" or "R-2" development within the commercial site which limits maximum building height to three and one-half stories or 50 feet. Any development over three stories shall install an elevator to provide service to stories above three stories.

(d) Minimum setbacks:

- (i) Front yard: none.
- (ii) Side yard: none.
- (iii) Rear yard: none.

(e) Maximum floor area ratio: 1.5 FAR of the lot area.

Section 3. Amendment of Ordinances. Ordinance No. 311 is hereby amended to the extent of any conflict or inconsistency herewith only and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on First Reading this ____ day of _____, 2020.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2020.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Vetrano, City Secretary

Travis Mitchell, Mayor

Chapter 53, Exhibit A – Plum Creek Planned Unit Development, Article II, Part C – PUD Districts: Regulations and Performance Standards, Sec. 8(D)(6)(c) – “MXD” mixed used development PUD district, Site development regulations

(6) The following site development regulations shall be applicable to nonresidential development within the MXD area:

(a) Minimum lot size: 4,000 square feet.

(b) Minimum lot width: 35 feet.

~~(c) Minimum lot depth: 100 feet.~~

~~(d)~~(c) Maximum height: No building or structure shall be erected, enlarged or structurally altered to exceed five stories or 65 feet. A 25-foot minimum compatibility setback shall be required adjacent to a "R-1" or "R-2" development within the commercial site which limits maximum building height to three and one-half stories or 50 feet. Any development over three stories shall install an elevator to provide service to stories above three stories.

~~(e)~~(d) Minimum setbacks:

(i) Front yard: none.

(ii) Side yard: none.

(iii) Rear yard: none.

~~(f)~~(e) Maximum floor area ratio: 1.5 FAR of the lot area.

FINAL PLAT PLUM CREEK UPTOWN PHASE 1A CITY OF KYLE, HAYS COUNTY, TEXAS

LINE #	BEARING	LENGTH
L1	N00°44'59"W	60.00'
L3	N00°44'59"W	16.24'
L4	S01°11'10"E	75.00'

2021 EAST 5TH STREET, SUITE 200, AUSTIN, TX 78702
Phone No. 512.669.5560 www.wginc.com
TBPELS Survey Firm # 10194509 TBPELS Eng. Firm # F-15085

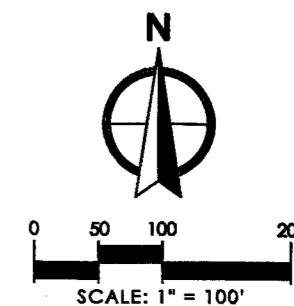
DATE:	10-29-2019
PROJECT:	30194242.00
SCALE:	1" = 100'
CHECK/GC:	CMJ
TECH:	MRG
FIELD CREW:	JA
SURVEY DATE:	10-2019
SHEET:	2 OF 2

SYMBOLS LEGEND:

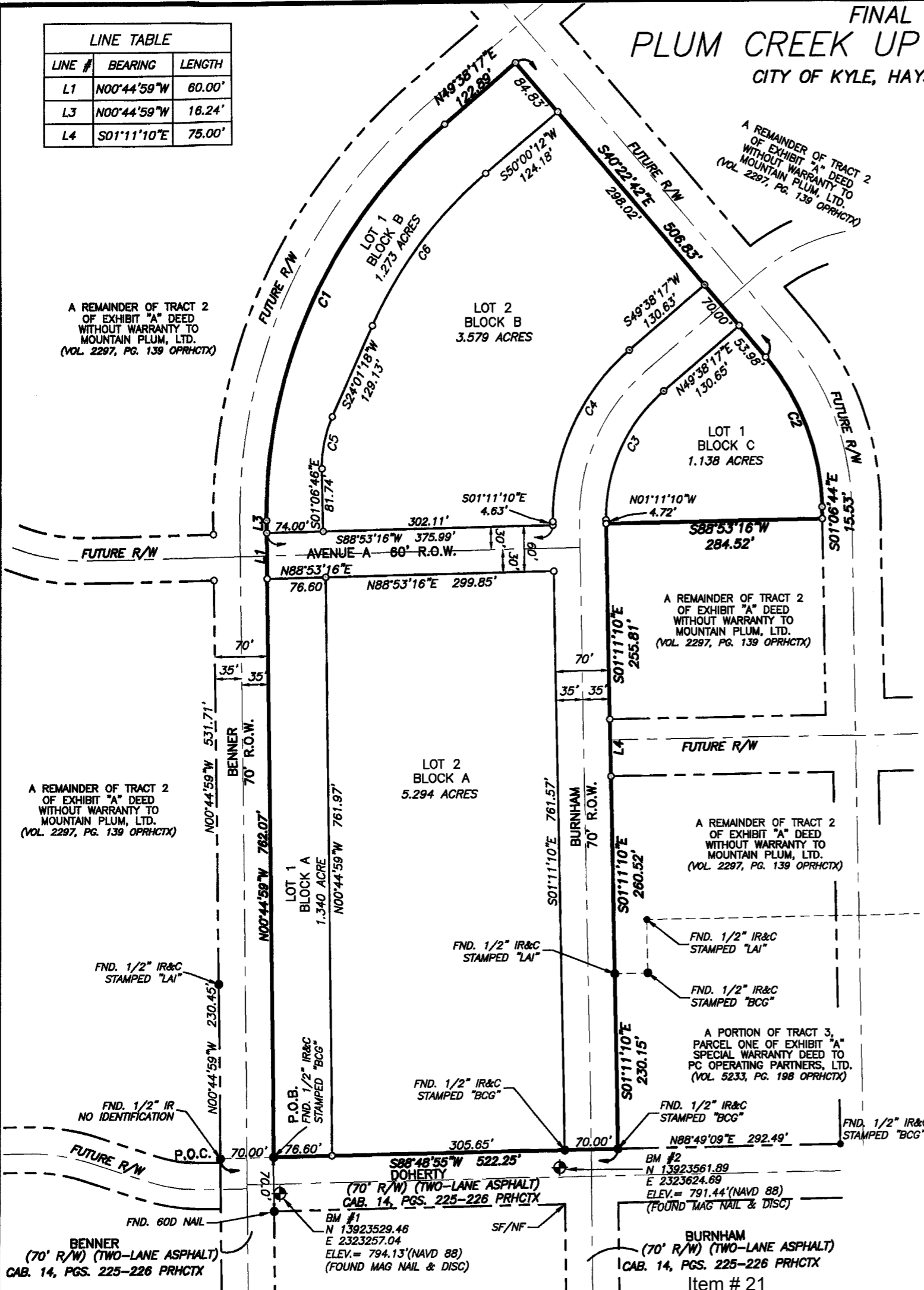
- FOUND 1/2" IRON ROD (AS NOTED)
- SET 5/8" IRON ROD AND CAP STAMPED "WGI 10194509" UNLESS NOTED
- ◆ BENCHMARK

ABBREVIATIONS LEGEND:

- BM BENCHMARK
- CAB. CABINET
- E EASTING
- ELEV. ELEVATION
- IR IRON ROD
- IR&C IRON ROD AND CAP
- N NORTHING
- OPRHCTX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PRHCTX PLAT RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RPLS REGISTERED PROFESSIONAL LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SF/NF SEARCHED FOR/NOT FOUND
- VOL. VOLUME
- WGI WANTMAN GROUP INC.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	584.82'	665.00'	50°23'16"	N24°26'39"E	566.16'
C2	213.14'	311.00'	39°15'58"	S20°44'43"E	208.99'
C3	190.72'	215.00'	50°23'16"	N24°13'34"E	184.52'
C4	252.81'	285.00'	50°23'16"	S24°13'34"W	244.60'
C5	70.19'	160.00'	25°08'04"	N11°27'16"E	69.63'
C6	249.41'	550.00'	25°58'54"	N37°00'45"E	247.27'



LEGAL DESCRIPTION

BEING 15.036 ACRES OF LAND OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); ALSO BEING A PORTION OF THAT CERTAIN CALLED 5.002 ACRE TRACT DESCRIBED AS TRACT THREE, PARCEL ONE IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO PC OPERATING PARTNERS, LTD., OF RECORD IN VOLUME 5233, PAGE 198, O.P.R.H.C.T.; SAID 15.036 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Benner, a public right-of-way (ROW), and the north right-of-way line of Doherty, a public ROW, both dedicated by Plum Creek Phase II, Section 1A, a subdivision of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, same being the for the southwest corner of the tract described herein;

THENCE, with the north right-of-way line of said Doherty, same being the south line of said 5.002 acre tract, North 88°48'55" East, a distance of 70.00 feet to a 1/2-inch iron rod found with a cap stamped "BCG", for the southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE, with the west line of the tract described herein, over and across said 5.002 acre tract, and over and across a remainder of said Tract 2, North 00°44'59" West, a distance of 762.07 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" in the south line of proposed Avenue A;

THENCE, continuing with the west line of the tract described herein, over and across a remainder of said Tract 2 described in Volume 2297, Page 139, O.P.R.H.C.T., the following four (4) courses and distances:

1. North 00°44'59" West, over and across said proposed Avenue A, a distance of 60.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
2. North 00°44'59" West, a distance of 16.24 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
3. 584.82 feet along the arc of said curve, with a radius of 665.00 feet, a central angle of 50°23'16", and whose chord bears, North 24°26'39" East, a distance of 566.16 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
4. North 49°38'17" East, a distance of 122.89 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the most northerly corner of the tract described herein;

THENCE, with the east line of the tract described herein, continuing over and across said Tract 2, the following nine (9) courses and distances:

1. South 40°22'42" East, a distance of 382.85 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
2. South 40°22'42" East, a distance of 70.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
3. South 40°22'42" East, a distance of 53.98 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
4. 213.14 feet along the arc of said curve, with a radius of 311.00 feet, a central angle of 39°15'58", and whose chord bears, South 20°44'43" East, a distance of 208.99 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
5. South 01°06'44" East, a distance of 15.53 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
6. South 88°53'16" West, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
7. South 01°11'10" East, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
8. South 01°11'10" East, a distance of 75.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
9. South 01°11'10" East, a distance of 260.52 feet to a 1/2-inch iron rod found with cap stamped "LAT" in the north line of said 5.002 acre tract;

THENCE, continuing with the east line of the tract described herein, over and across said 5.002 acre tract, South 01°11'10" East, a distance of 230.15 feet to a 1/2-inch iron rod found with cap stamped "BCG" in said north right-of-way line of Doherty, for the southeast corner of the tract described herein;

THENCE, with the south line of the tract described herein, with said north right-of-way line of Doherty, South 88°48'55" West, at a distance of 70.00 feet passing a 1/2-inch iron rod found with cap stamped "BCG", a total distance of 452.25 feet to the POINT OF BEGINNING and containing 15.036 acres of land within these metes and bounds.

Drawing Name: C:\pwworking\wginc\johnson\1502277424200_Plat.dwg User: Coleen.LJohnson Oct 30, 2019 9:33am



CITY OF KYLE, TEXAS

Uber Agreement

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Approve a contract with UBER TECHNOLOGIES, INC., to provide public transit services within the Kyle city limits. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Legal Notes: This draft agreement has been reviewed by both Uber and City of Kyle legal counsel.

Budget Information: The council has approved \$80,000 for this program in the current budget assuming a six month operational time frame. Given the reduced operational time remaining in the current fiscal year, a lessor amount could be considered.

ATTACHMENTS:

Description

- Transit Vouchers

UBER VOUCHERS for TRANSIT AGENCIES AGREEMENT

This Uber Vouchers for Transit Agencies Agreement (“**Agreement**”) is entered into as of the last signature date stated below (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and City of Kyle, located at 100 W. Center Street, Kyle, TX 78640 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Jerry Hendrix
Agency Contact Email and Phone Number:	512-262-3921, jhendrix@cityofkyle.com

Partnership Details

Uber Vouchers for Transit Agencies	<p>Uber will grant partner:</p> <ol style="list-style-type: none"> 1. Access to Uber Vouchers for Transit Agencies product <p>Agency will agree to:</p> <ol style="list-style-type: none"> 1. Agency and Uber to discuss contractual obligations and minimum volume of Uber Vouchers Agency uses. Parties will add those provisions in the Scope of Work at Exhibit 1. 2. If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber Vouchers for Transit Agencies
Uber Vouchers for Transit Agencies Services	<p>Uber will provide the following under the Uber Voucher for Transit Agencies relationship:</p> <ol style="list-style-type: none"> 1. Enhanced User Experience <ol style="list-style-type: none"> a. Agency access to centralized voucher dashboard b. Voucher redemption visibility (as available) c. 24/7 Customer Service 2. Custom Onboarding & Education <ol style="list-style-type: none"> a. Uber agrees to work with Agency to educate employees on functionalities of Uber Vouchers for Transit Agencies b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Voucher Platform <ol style="list-style-type: none"> a. <u>User administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> - bill monthly based on usage c. <u>Trip History</u> - ability to view and manage Uber Vouchers from within the Agency Dashboard

[Remainder of page intentionally left blank]

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

These Uber Vouchers for Transit Agencies Terms and Conditions (the “**Transit Vouchers Terms**”) govern Agency’s use of Uber Vouchers through the Dashboard. The Transit Vouchers Terms, along with the applicable provisions of the Agreement, state the terms under which an Agency may utilize the Dashboard to enable Uber Vouchers.

1. Incorporation. The Transit Vouchers Terms are incorporated into and made a part of the Agreement between Uber and the Agency. Agency’s use of Uber Vouchers is subject to the Transit Vouchers Terms as incorporated into the Agreement.

2. Purpose. This Agreement states the terms on which Uber shall provide Agency with access to (a) Uber’s browser-based online dashboard for “*Uber Vouchers for Transit*” customers (“**Dashboard**”), and (b) the Vouchers for Transit Agencies product (“**Uber Vouchers**”) that will allow Agency to distribute Uber Vouchers in accordance with the terms of this Agreement. Agency agrees to: (i) maintain an “*Uber Vouchers for Transit*” account (“**Corporate Account**”) under the terms and conditions of this Agreement, as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Uber Developer Terms.

3. Acknowledgment of Authority. The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

4. Term. This Agreement shall commence on the Effective Date and shall continue for the remainder of the City of Kyle’s fiscal year 2020 (the “**Term**”) and may be extended by mutual agreement of the parties for up to an additional fiscal year (“**Extension Term**”), unless terminated earlier under the termination process provided in this Agreement. Either party shall provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

5. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party’s material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a “notice of termination” stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency’s budget may be subject to annual appropriation and that, in any fiscal year, Agency’s annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber's receipt of such termination notification from Agency shall become due and payable within thirty (30) days and shall be subject to Uber's collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Either party may terminate this Agreement, in whole or in part without cause, by providing the other party thirty (30) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1455 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: City of Kyle
100 W. Center St
Kyle, TX 78640
Attention: Jerry Hendrix
Email: jhendrix@cityofkyle.com

6. Fees and Payment.

(a) **Utilization Charges.** When an Uber Voucher is redeemed by an Agency User, Uber shall charge the Agency the Utilization Amount of each such Uber Voucher in accordance with Section 6(b) below. If a fare exceeds the Uber Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

(b) Billing Options.

(i) **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for the aggregate Utilization Amount generated from redeemed Uber Vouchers during each calendar month of the Term ("**Monthly Billing**"). Each Monthly Statement shall be paid in full by the Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

(c) **Payment Procedures.** All undisputed Utilization Amounts under each Monthly Statement shall be paid in full by Agency within thirty (30) days of receipt of such Monthly Statement.

(d) **Certification of Non-Federal Payment Source.** Agency certifies that to the best of its knowledge and belief, no Federal Appropriated Funds will be expended by Agency to pay any Monthly Statement or any form of Non-Monthly Billing generated from redeemed Uber Vouchers.

(e) **Disputed Payments.** If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("**Disputed Charge Event**"), Agency shall notify Uber in writing within seven (7) calendar days of becoming aware of such Disputed Charge Event. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed a Utilization Amount that Agency should not have been charged, Uber shall remove such charge from Agency's account.

(f) **Taxes.** Unless otherwise indicated on an Agency User receipt, all Uber Vouchers are exclusive of applicable taxes, and Agency is responsible for the payment of any such taxes assessed on such Uber Vouchers, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments are nonrefundable unless

stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party shall be responsible for the costs and expenses associated with its performance under this Agreement.

(g) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 1.5% per month or the maximum allowed by applicable law, whichever is less.

7. Access to Uber Dashboard.

(a) **Agency Dashboard.** Uber shall provide Agency with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to Agency as stated in this Agreement.

(b) **Administration.** Agency may appoint additional administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs, and Uber Vouchers created for Agency use on the Dashboard.

8. **Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to receive and utilize Uber Vouchers.

9. Uber Vouchers.

(a) Creating Uber Programs and Uber Vouchers; Limitations.

(i) An Uber Account Manager will create the Uber Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber makes Uber Vouchers available to Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of Agency programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber.

(ii) Agency can choose to either create a Program with: (a) one Uber Voucher to distribute to all Agency Users (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "**Individualized Code**"). Agency acknowledges that Uber cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

1) **Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, that Agency must clearly and conspicuously disclose the material terms and conditions of each Single Code to each Agency User, including that use of the code is not guaranteed. Agency acknowledges and agrees that: (1) a Single Code may be used by consumers that Agency did not intend to target (including non-Agency Users), but Agency will be financially responsible for the number of times the Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after Agency reaches the usage limitations to contact Agency. Notwithstanding section 9(a)(ii) above, Agency acknowledges and agrees that Uber will not be liable (i) to Agency Users targeted to receive an Uber

Voucher but unable to use their Single Code, or (ii) to Agency for Uber's non-fulfillment of the Uber Voucher because Agency usage limitations have been reached.

2) **Individualized Codes.** For any Program that utilizes Individualized Codes, it is Agency's responsibility to (1) correctly deliver such codes to Agency Users and (2) to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Agency User. Agency acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such Code has expired to contact Agency.

(b) **Uber Voucher Limitations.** Agency shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber for Agency's Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different amount of Uber Vouchers. Each Uber Voucher created by Agency shall: (1) expire no later than 30 days after the date that the Agency created the Uber Voucher; (2) have a minimum Redemption Value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the Agency User receiving such Uber Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

(c) **Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

(d) **Modification or Cancellation of Uber Vouchers.** After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Agency shall immediately notify all affected Agency Users that Agency has cancelled the Program and that Uber is not responsible for the Program cancellation. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber Voucher from Agency, even if the Agency User utilized such Uber Voucher after Agency modified or cancelled the Program; and (2) Agency Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or cancelled Program will be directed by Uber to contact Agency about any modification or cancellation issues. Agency acknowledges and agrees that Uber will not be liable to: (i) Agency Users who received an Uber Voucher, but were unable to utilize the Uber Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by Agency.

(e) **Marketing and Messaging Related to Uber Vouchers.**

(i) **Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines that the parties have agreed to in this Agreement ("**Marketing Guidelines**"), which Uber may update from time to time in its discretion.

(ii) **Approved Use Cases.** Agency agrees to use Uber Vouchers only for the specific purposes of the City of Kyle Ride Share Transportation Program. The program will be available to any individual initiating a ride within the Kyle city limits and ending within the Kyle city limits and not extending past the Kyle city limits for the duration of the ride. During the Term, Agency shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

(iii) **Delivery of Uber Vouchers to Agency Users.** Agency will receive Uber Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that Agency delivers Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If Agency delivers Uber Vouchers via SMS, Agency shall ensure that it has affirmative written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber).

(iv) **Uber Vouchers for Transit Agencies Disclaimer.** Agency shall ensure that its delivery or distribution of an Uber Voucher to an Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency

User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber’s mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) cannot be redeemed for goods or services outside of the Uber App; (f) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; (g) value of unused portions will not be transferred to an Agency User for any value or credit; and (h) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code voucher:

“Limited Availability. No cash value. Maximum discount of \$[#] per Uber trip. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber app before requesting the first ride to or from [VENUE] [INSERT TIME AND DATE RESTRICTIONS IF APPLICABLE]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher does not apply to tips. Terms subject to change. Limited availability. Issues involving redemption and/or use of the Uber Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO].”

For an Individualized Code voucher, Agency should use the pre-approved Single Code voucher disclaimer paragraph above and also add the following disclaimer at the beginning:

“Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferrable.”

(f) **Uber Account Required.**

(i) **Active Uber Rider Account Required.** Agency acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed Agency User must have an active Uber rider account for Uber Services (“**Rider Account**”).

(ii) **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of Uber Services due to violating Uber’s End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, “**Violations**”), and that Uber is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber Voucher due to Violations. If an Agency User’s Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User’s access to Uber Vouchers shall also be immediately suspended.

(g) **Restrictions.** Agency agrees to use the Corporate Account, and Uber Vouchers, solely as stated in this Agreement. Agency shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, Uber Service, or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber Vouchers. Uber reserves all rights not granted to Agency or Agency Users under this Agreement.

10. Uber Voucher for Transit Agencies Usage.

(a) Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

(b) Agency or Agency Users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

(c) Agency is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

(d) Uber reserves the right to close or suspend an Agency’s or Agency User’s account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

(e) Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

11. Intellectual Property.

(a) **License to Marks; Restrictions.** The term “**Uber Marks**” shall mean the trademarks identified as Uber Marks in Exhibit 2. The term “**Agency Marks**” shall mean the trademarks identified as Agency Marks in Exhibit 2. The term “**Territory**” shall mean the territory identified in Exhibit 2.

(i) Uber hereby grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber’s prior written consent. All goodwill related to Agency’s use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency’s prior written consent. All goodwill related to Uber’s use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the “**Design Guidelines**”). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks. Uber reserves the right to immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency’s relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the “**Records**”). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

12. Confidentiality.

(a) **Definition of Confidentiality.** The term “Confidential Information” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving

Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency is subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in Texas Government Code, Chapter 552 or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure in accordance with Texas Government Code, Section 552.305, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber in accordance with Texas Government Code, Section 552.305 and allow Uber a reasonable period of time to take whatever action it deems necessary to protect its interests. If Uber does not take any such action in accordance with Texas Government Code, Section 552.305, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber Voucher or the Uber Services utilized by a rider in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

13. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Security.** Uber and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

14. Contract Amendment. All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

15. Insurance. Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

(a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

(b) Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

(c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

(d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

(e) Upon Agency's reasonable request from time to time, Uber shall furnish Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies.

16. Warranties; Disclaimer; Ownership.

(a) **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (a) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) Agency is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by Agency Users or others; and (c) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies. Agency further represents and warrants that Company has obtained rights, permission and legally adequate consent from Agency Users: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide Agency with detailed trip information for the Uber Voucher that an Agency User has charged to Agency's program.

(c) **Verification under Chapter 2271, Texas Government Code.** For purposes of Chapter 2271 of the Texas Government Code, Uber represents and warrants that, at the time of execution and delivery of this Agreement, neither Uber, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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. Uber understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Uber and exists to make a profit.

(d) **Verification under Chapter 2252, Texas Government Code.** Uber represents and warrants that, neither Uber, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Uber and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Uber understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Uber and exists to make a profit.

(e) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND UBER VOUCHERS “AS IS” AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND UBER VOUCHERS WILL MEET AGENCY’S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, UBER APP, OR UBER VOUCHERS WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, THE UBER APP, OR UBER VOUCHERS, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

(f) **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

17. Indemnification.

(a) To the extent allowed by law, each party (“**Indemnifying Party**”) will indemnify, defend and hold harmless the other party (“**Indemnified Party**”), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party’s representations or warranties in this Agreement, or (b) the infringement of a third party’s intellectual property rights by the Indemnifying Party’s Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, Agency, as an Indemnifying Party, will, to the extent allowed by law, indemnify, defend and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to Agency’s use and distribution of the Uber Vouchers, including but not limited to Agency’s marketing, advertising, promoting, communicating, or delivering the Uber Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall, to the extent allowed by law, indemnify Uber for any claims made by such Agency Users.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

18. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

19. Conflicts of Interest and Non-Competitive Practices

(a) **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency. Uber acknowledges that Texas Local Government Code Chapter 176 ("*Chapter 176*") requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as Agency. Uber confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> seven (7) days of the date of submitting this Agreement to Agency or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees -** To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

20. Nondiscrimination. During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex,

race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, “equal employment opportunity efforts” shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency’s obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber’s Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

21. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice or conflict of laws provision, and the parties hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Hays, Texas or the United States District Court for the Western District of Texas in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1455 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: City of Kyle
100 W. Center Street
Kyle, Texas 78640
Attention: Jerry Hendrix
Email: jhendrix@cityofkyle.com

(c) **Survival.** Accrued and outstanding payment obligations shall survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party.

Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

(j) **Interested Party.** Uber acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by a business entity entering into a contract with a local government entity such as the Agency. Uber confirms that it has reviewed Section 2252.908 and, if it is required to do so, will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Uber executes and submits the Agreement to Agency. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any award of the Agreement by Agency is expressly made contingent upon Uber's compliance with such requirements. The signed Form 1295 may be submitted to Agency in an electronic format.

22. Definitions. The following terms, as may be used in the Agreement, shall have the meanings set forth below:

(a) **"Active Account"** means an account of an Agency Uber that has: (i) been installed or accessed through the Uber App on a compatible mobile device, (ii) registered for and maintained during the Term an active personal user account for the Uber Service, which registration requires the entry of certain personally identifiable information and a personal credit card number, and (iii) confirmed the mobile number provided during the Uber App registration process.

(b) **"Affiliate"** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(c) **"Agency Personal Data"** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

(d) **"Agency User"** shall mean an individual that receives one or more Uber Vouchers.

(e) **"End User Terms"** shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

(f) **"Federal Appropriated Funds"** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.

(g) **"Personal Data"** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual's name together with: (a) request time and date, (b) drop-off time and date, (c) pick-up and drop-off address, (d) trip route, (e) distance, (f) duration, (g) fare amount, (h) service type, (i) trip ID, (j) expense memo, or (k) any other data that may otherwise be considered personal data.

(h) **"Program"** means an event or series of events for which Agency wants to provide Agency Users with an Uber Voucher in order to travel to or from the event using Uber Services.

(i) **"Redemption Value"** shall mean the maximum amount for which an Uber Voucher, whether issued under a Single Code or an Individualized Code, may be utilized by an Agency User to receive a discount on Uber Services under this Agreement.

(j) **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

(k) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.

(l) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, “Dashboard Data” shall constitute Uber Personal Data.

(m) **“Uber Services”** or **“Services”** shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

(n) **“Uber Voucher”** means a discount code generated and paid for by Agency that, when validly applied, allows an individual with an Active Account to receive a partial or full payment of Utilization Charges for Uber Services up to the amount of the applicable Redemption Value, subject to (i) any utilization requirements and limitations established by Agency, (ii) the terms of this Agreement, and (iii) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

(o) **“Utilization Amount”** means the exact dollar amount of an Uber Voucher an Agency User utilized to access Uber Services.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

UBER TECHNOLOGIES, INC.

City of Kyle

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

Statement of Work	
Name of program	PiRide
Location of services	City of Kyle, Texas
Background / Purpose	The City of Kyle is partnering with Uber to provide residents of Kyle, Texas greater flexibility and more options for their transportation needs.
Scope / Objective	Subsidized UberX rides will be provided to users that are a part of this program. Riders will be able to request rides in the Uber App with subsidy applied via our Vouchers product. City of Kyle will distribute the voucher link to users through its mobile app and other channels as it seems fit. Once users accept the terms and conditions of the voucher, they will be eligible to start taking subsidized rides for trips that start and end in city limits
Total program budget	\$80,000 program allocation per budget year unless amended.
Deliverables	
Program start date	8/10
Period of performance	Til the end of the City of Kyle's 2020 fiscal year, with an option for a year extension
Products	Uber Transit Vouchers
Vehicle Types Available	UberX
Geographic restrictions	Trips must start and end within the City of Kyle city limits
Days of operation	Seven days a week
Hours of operation	Twenty four hours a day
Subsidy level per trip	Rider pays the first \$3.14 of a trip, with the City of Kyle subsidizing up to \$10 per trip after that.
Additional Subsidy Limitations	No more than 8 trips per month starting and ending in the defined geographic zone
Program distribution	Agency will distribute voucher link to users via its mobile app.
Reporting	
Data reporting	Uber Dashboard Access
Special conditions	n/a

Figure 1. Map of Geographical Restrictions

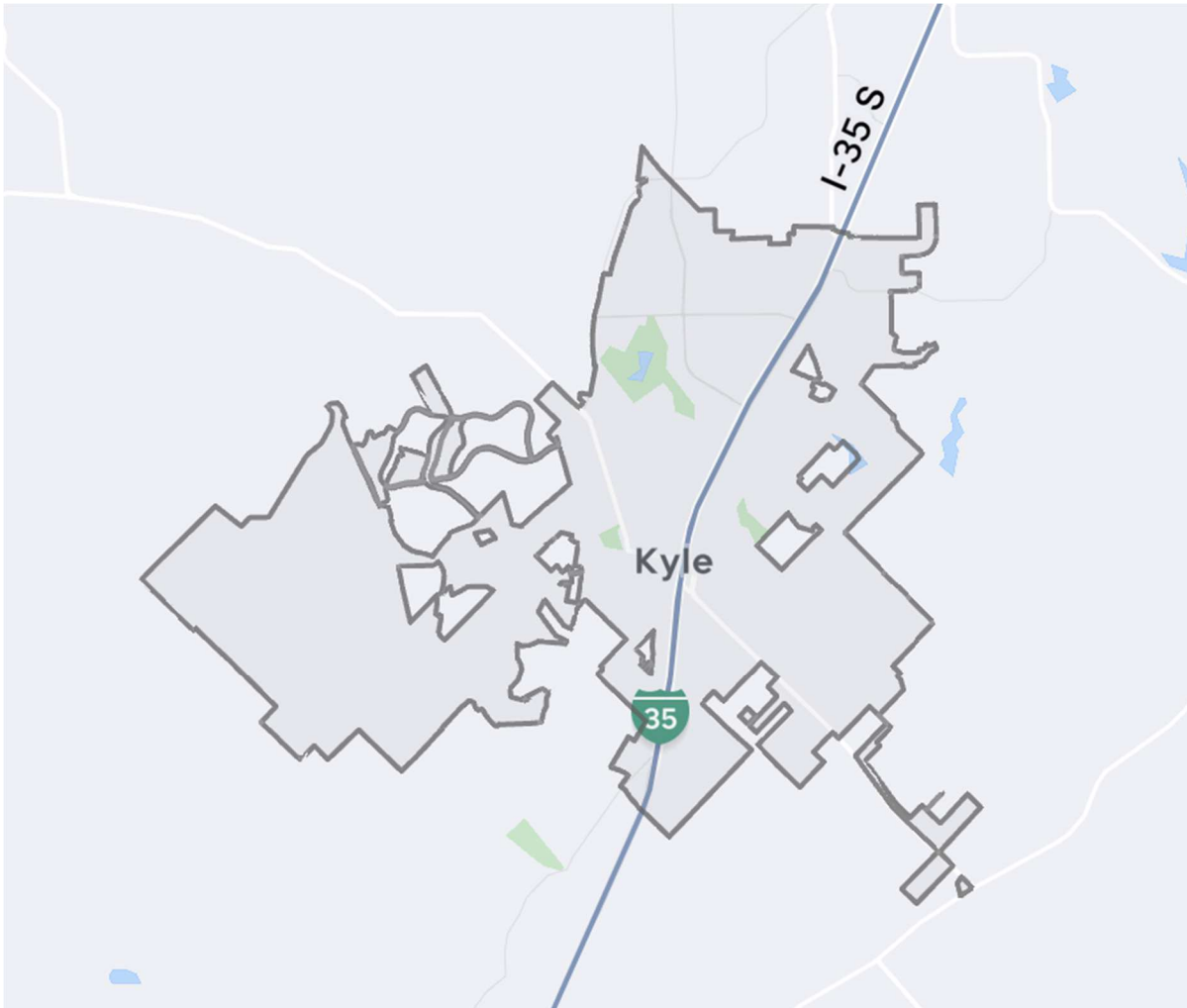


Exhibit 2
Trademarks and Territory

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States

Uber

Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>



CITY OF KYLE, TEXAS

Burleson/Mary Kyle Hartson Park

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Approval of Edmondson Reed Proposal in an amount of \$2.5 Million for design and construction of a facility at 104 S Burleson and landscaping at Mary Kyle Hartson Park.
~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- City of Kyle - Multistory Commercial Building (2)

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005	PROJECT APPROACH
006	ADDITIONAL INFORMATION

LETTER OF
INTENT



LETTER OF INTENT

June 19, 2020

City of Kyle
Planning Department
100 W. Center Street
Kyle, TX 78640

Attn: James R. Earp, CPM,
Assistant City Manager

Re: Request for Qualifications Design Services- Multi-story Commercial Building & Mary Kyle Hartson Park Landscaping

Dear Mr. Earp & City of Kyle,:

ERA Design & Architecture and Black Hawk Construction, LLC are honored to respond to your Request for Qualifications for the design/build Multi-story Commercial Building and Mary Kyle Hartson Park Landscaping. Our team has enjoyed "getting to know" the city of Kyle, Texas during the proposal process, and would be thrilled to become part of its history with this exciting project. We have assembled an extraordinary team of consultants who share our enthusiasm and vision to create an energetic destination and a beloved fixture in the community. Our design concepts for the Multistory Building and Park Landscaping are included as part of this proposal. We hope you love them as much as we do! Along with our team of consultants, we are prepared to fulfill the deadline and budget requirements you have established, so that the Kyle community can begin utilizing the indoor and outdoor spaces as soon as possible.

ERA and Black Hawk Construction have extensive experience and unparalleled professional talent to offer in service to your city. We are confident that our team will provide the level of experience and dedication to make this project a resounding success. We firmly believe that design is not done in a vacuum, but rather grows out of a healthy dialogue and exchange with our clients, resulting in projects that are truly reflective of their aspirations and goals. We are confident that we will deliver the best possible plan for this project based on our goal of understanding your needs, the design process, and project management through final construction and beyond. Collectively with our partnership, ERA and Black Hawk is comprised of more than 20 professionals in two states. Our reputation and focus is on quality design and excellent service to our clients. ERA and Black Hawk has the advantage of having diverse staff with vast project experience that strategically organizes itself into small project teams that can then dedicate their efforts solely to each project. In fact, ERA and Black Hawk has a team of planners, designers and production staff that specializes in affordable projects. This team's ongoing work for repeat clients speaks for the level and quality of service they provide.

We believe that creating great places directly benefits all community life. ERA helps communities identify their needs and translate ideas into beautiful, sustainable, and thoughtful design. The cornerstone of our work is collaboration: we engage community partners in a creative process that recognizes their unique requirements, facilitates the transformation of ideas into design, and produces innovative strategies to support their needs now and for future generations. Thank you for your consideration, and please do not hesitate to contact us regarding any questions or clarifications you may have. It is always exciting to be a part of the transformation of a small town property into a vibrant component of the community. We look forward to meeting with you in the near future and having the opportunity to expand on our qualifications and experience. Our goal is to provide quality designs that balance function, cost and aesthetics while creating an environment that enhances the quality of life for those it serves.

Respectfully,

Cray Bauxmont-Flynn
COO | Principal, ERA Design & Architecture
cray@edmondsonreed.com
918.576.6700 x 101
702.957.7544

Thaddeus Yeargain
Owner, Black Hawk Construction
tyeargain@blackhawkkok.com
(918) 240-6809

SCOPE OF CONSULTANT SERVICES



SCOPE OF WORK TO BE INCLUDED

Location 1: New Multistory Building at 104 S. Burleson, Kyle, TX

Design and build a Two (2) story building with an occupiable Rooftop and Site Development.

- a. Site Development
 - i. On-Site Parking for 4-6 Standard Stalls with at least 1 Handicap Stall and a Loading Area.
 - ii. Grease Trap for future Restaurant Tenant.
 - iii. Sidewalk & Curbs as necessary.
- b. Main Floor will be designed for Core & Shell with future Restaurant Tenant build out in mind.
 - i. Approximately 2,400GSF Floor Plan footprint.
 - ii. Utilities Hookups to be provided for future Restaurant Tenant's Commercial Kitchen for Food & Beverage.
 - iii. Elevator and Stair circulation for access to other Floor and Rooftop.
 - iv. Utility Closet for Buildings Mechanical / Electrical / Plumbing / Fire Systems.
 - v. Utility Controls for Various Tenants.
- c. Second Floor will be designed for Core & Shell with future Office Tenant build out in mind.
 - i. A Lobby / Landing Space for Elevator and Stair Circulation.
- d. Roof Top will be designed fully for an Event Space that will have Outdoor & Indoor programming to be operated by the city.
 - i. A Warming Kitchen with Bar for temporary Food & Beverage for Events.
 - ii. Conditioned space for Events.
 - iii. Outdoor Roof Patio for Events.
 - iv. Appropriately Sized Bathrooms for Occupancy Loads.
 - v. View of Plaza & Site Development.
- e. Design and install Landscaping and exterior lighting. Provide colored renderings and proposed plant lists.

Location 2: Mary Kyle Hartson Park at 101 S. Burleson, Kyle, TX

Design and build a Town Plaza

- f. Create conceptual Designs for the Plaza
- g. Design landscaping and exterior lighting
- h. Provide art recommendations
- i. Submit project cost estimations
- j. Recommend ongoing maintenance and provide cost estimates
- k. Attend public meetings



CIVIL SCOPE OF WORK TO BE INCLUDED

Location 1: New Multistory Building at 104 S. Burleson, Kyle, TX

Two (2) story building with an occupiable Rooftop and Site Development.

- a. Stormwater
- b. utility infrastructure
- c. feasibility studies
- d. master plans
- e. site developments
- f. subdivisions
- g. cost/benefit analyses
- h. alternatives evaluation
- i. hydrologic and hydraulic analyses
- j. construction plans and specifications
- k. permitting
- l. construction administration and inspection
- m. project management

Location 2: Mary Kyle Hartson Park at 101 S. Burleson, Kyle, TX

Town Plaza.

- a. Stormwater
- b. utility infrastructure
- c. feasibility studies
- d. master plans
- e. site developments
- f. subdivisions
- g. cost/benefit analyses
- h. alternatives evaluation
- i. hydrologic and hydraulic analyses
- j. construction plans and specifications
- k. permitting
- l. construction administration and inspection
- m. project management

GEOTECH SCOPE OF WORK TO BE INCLUDED

Location 1: New Multistory Building at 104 S. Burleson, Kyle, TX

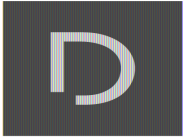
Two (2) story building with an occupiable Rooftop and Site Development.

- a. Phase 1 ESA
- b. Geotechnical Investigation
- c. Drilling and Sampling
- d. Laboratory Testing
- e. Report providing Geotechnical Recommendations
- f. Construction Phase Materials Testing
- g. Earthwork
- h. Concrete
- i. Welding Inspection
- j. Asphaltic Concrete Testing

Location 2: Mary Kyle Hartson Park at 101 S. Burleson, Kyle, TX

Town Plaza.

- a. Phase 1 ESA
- b. Geotechnical Investigation
- c. Drilling and Sampling
- d. Laboratory Testing
- e. Report providing Geotechnical Recommendations
- f. Construction Phase Materials Testing
- g. Earthwork
- h. Concrete
- i. Welding Inspection
- j. Asphaltic Concrete Testing



STRUCTURAL SCOPE OF WORK TO BE INCLUDED

Location 1: New Multistory Building at 104 S. Burleson, Kyle, TX

Two (2) story building with an occupiable Rooftop and Site Development.

- a. Establish design criteria and participate in selection of the Primary Structural System for the building.
- b. Provide structural design of the Primary Structural System.
- c. Design the structure to accept and support non-structural elements, e.g., curtainwall, steel stairs, catwalks, miscellaneous metals, and elevators.
- d. Prepare Contract Documents consisting of drawings and specifications for the Primary Structural System.
- e. Perform checking and coordination of the structural documents.
- f. Assist in defining geotechnical investigation requirements.
- g. Assist in establishing material testing and inspection requirements.
- h. Review required shop drawings.
- i. Perform jobsite visits, during the construction phase, to observe and become generally familiar with the quality and progress of the construction work relative to the Primary Structural System.

Location 2: Mary Kyle Hartson Park at 101 S. Burleson, Kyle, TX

Town Plaza.

- a. Design of structural elements of the plaza.
- b. Consult on structural elements of ancillary structures, such as retaining walls, light poles, and canopies.

M/E/P/F SCOPE OF WORK TO BE INCLUDED

Location 1: New Multistory Building at 104 S. Burleson, Kyle, TX

Two (2) story building with an occupiable Rooftop and Site Development.

- a. Design site and parking lot lighting.
- b. Design HVAC, plumbing, power distribution, and lighting systems for core and shell (basebuilding) areas.
- c. Basebuilding HVAC systems including units, duct distribution, diffusers within common core and shell areas.
- d. HVAC provisions for future Tenant restaurant kitchen on Main Floor. Pathway coordination for exhaust and makeup air ductwork.
- e. Basebuilding electrical services with meters and subpanels for Tenant spaces.
- f. Basebuilding plumbing systems, restrooms, and risers for future Tenant connections. Meters and submeters for Tenant spaces. Grease interceptor design for future Tenant restaurant kitchen.
- g. Design fire alarm system and fire sprinkler systems.
- h. Design basebuilding telecommunication/special system infrastructure including service entrance and conduit/pathways to Tenant spaces.
- i. Rooftop design HVAC, plumbing, power distribution, and lighting systems for warming kitchen and event spaces.
- j. Rooftop design HVAC, plumbing, power distribution, and lighting systems for outdoor event and patio spaces.
- k. Rooftop design fire alarm system and fire sprinkler systems.

Location 2: Mary Kyle Hartson Park at 101 S. Burleson, Kyle, TX

Town Plaza

- a. Design electrical power design to landscape lighting.
- b. Design site and parking lot lighting.

STATEMENT OF
QUALIFICATIONS



NAME OF FIRM

ERA Design & Architecture

BRIEF HISTORY AND DESCRIPTION OF THE COMPANY

Since 1956, ERA Design & Architecture has helped clients to reformulate the expectations for their environment. Originally established as Larry Edmondson & Associates, Inc., in 2017 the firm re-branded itself with continued emphasis on building upon its distinguished reputation as a premier architectural design firm specializing in architectural and design services for projects within the public and private sector, including planning and mixed-use developments.

From ERA's perspective, Architecture and Design is both an art and a science that involves the creation of customer experiences that become manifest in the design of buildings, re-imagining the possibilities of space, combining functionality with 21st Century innovation.

From distinctive motifs capitalizing on linear shapes, to inviting spaces that capture the essence of their client's vision, ERA will create and design an entirely unique master plan that fully embodies your organization. Our commercial architectural design team will help you re-envision office, industrial, and even manufacturing facilities, as well as creating the highest standards in hospitality, single and multi-family homes. Strategically located in the constantly shifting architectural wonder of the US; ERAs' distinctive style and sensibility stands out even in this diverse landscape, earning them the accolades from both their clients and awards from such prestigious organizations.

One of the firm's most prestigious projects was serving on the Design Team for the National Museum of the American Indian and the Cultural Resource Center, both for the Smithsonian Institution in Washington, DC. Our award-winning portfolio includes but is not limited to Master Planning, Educational Facilities, Community Centers, Casinos, Hotels, Cultural Centers, Mixed-Use / Residential Developments, Sports Facilities, Exhibit Halls, Restaurants, Administrative Offices, and Civic/Corporate Office Buildings, and have collaborated with over 60 tribes in 28 states.

Our overall goal is to meet and exceed expectations, fulfilling our desire to create an innovative design which preserves the environmental, economic, and social values that are important to our clients. Our job is not to impose our design on humanity but to create structures and spaces that are in harmony with people and earth's elements. We believe design should be supportive and not intrusive. Design is our passion; balance and harmony our goal.



ERA DESIGN & ARCHITECTURE

ERA creates spaces, environments, and objects that are site specific to the client and their brand, while being conscientious of the impact the design makes on the surrounding environment and interaction between the end user.

TYPE OF ORGANIZATION.

An Native American, Women Owned small-business enterprise dedicated to quality design, environmental excellence, smart, and holistic community planning and building. ERA Design & Architecture is a licensed architecture and design firm in the United States with international project experience.

KEY CONTACT

Cray Bauxmont-Flynn
cray@edmondsonreed.com
Direct: 918.576.6700

BUSINESS ADDRESS

15 West 6th Street
Suite. 2507
Tulsa, OK 74119

TELEPHONE NUMBER

Main Line: 918.576.6700



ARCHITECTURE + DESIGN + PROJECT MANAGEMENT + TECHNICAL ASSISTANCE + CAPACITY BUILDING

- Donna Edmondson - Principal & Business Development
- Cray Bauxmont-Flynn - Principal & COO, AIA, NCARB
- David Reed - Principal Architect, AIA
- Gary Sparks - Consultant / Architect, AIA, NCARB
- Bryan Broaddrick - Architect, AIA, NCARB
- Donovan Ross - Project Designer & Intern Architect
- Travis Eslick - Project Designer & Intern Architect
- Travis Roubideaux - Project Designer & Intern Architect
- Shannon Henson - QA/QC - Documentation Coordinator
- Philanna Davenport - Sr. Interior Designer
- Nichole Bryant - Interior Designer
- Hope Bailey - Intern
- Lauren Norwood - Intern
- Maddie Bachlor - Intern

The A/E Team, or mentioned as “ERA Team” throughout this document, we have also assembled a skilled group of complimentary professional consultants covering the entire range of services, technical assistance, and capacity building outlined in the RFP.

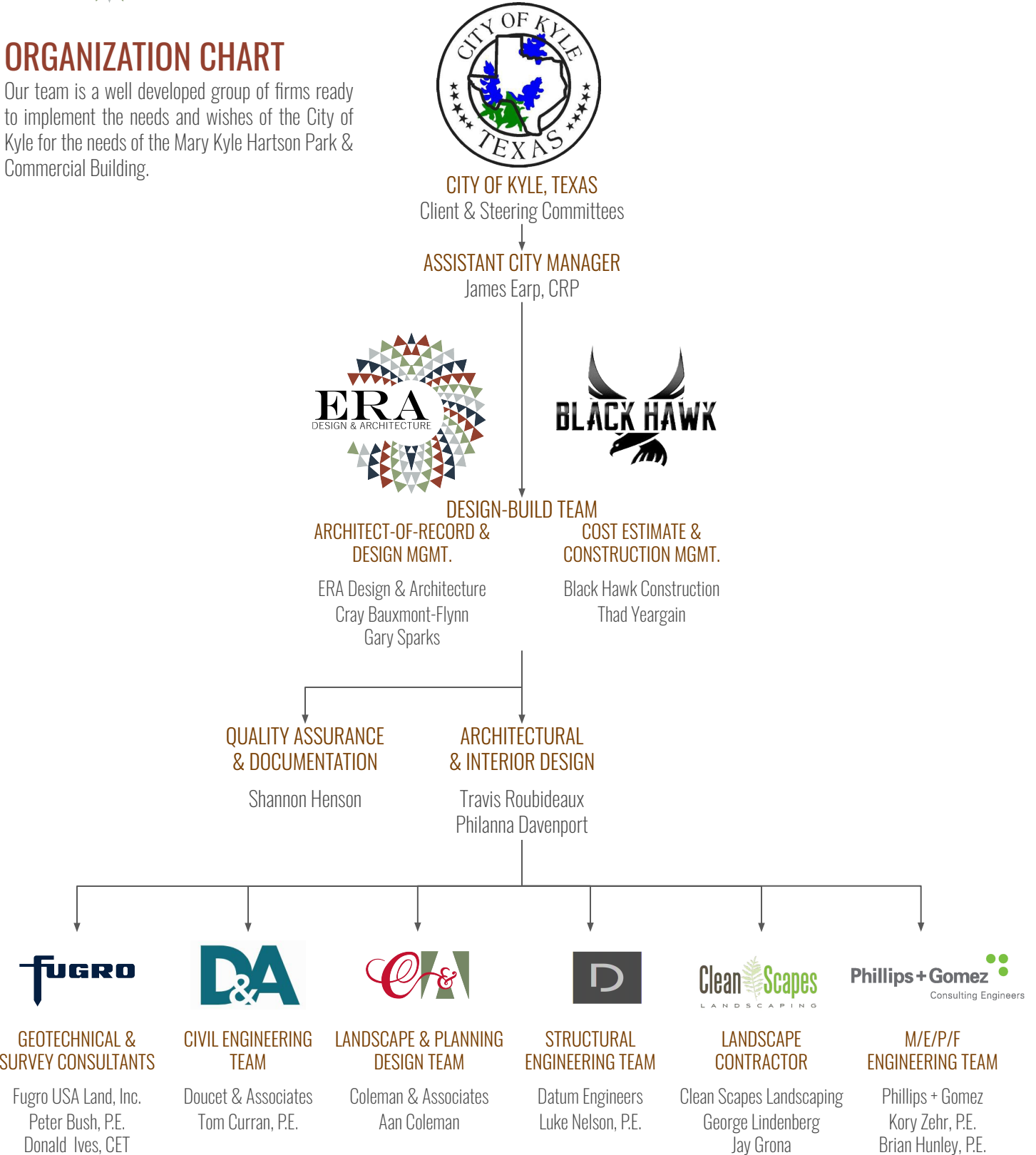
Registered
EIN:73-0791816
DUNS & CAGE upon request
Muscogee (Creek) Nation CESO Vendor
Cherokee Nation TERO Certified
Multi-Tribe Certification/Preference
Multi-state certified / licensed

Business Type
Native American Owned
SBA Small Disadvantaged
Minority-Owned Business
For Profit Corporation
Woman Owned Business



ORGANIZATION CHART

Our team is a well developed group of firms ready to implement the needs and wishes of the City of Kyle for the needs of the Mary Kyle Hartson Park & Commercial Building.





DONNA EDMONDSON
PRINCIPAL & PRESIDENT



EXPERIENCE

45 Years

EDUCATION

NEO A&M

University of Oklahoma

MEMBERSHIPS

American Indian Chamber of Commerce
American Business Women's Association
American Indian Council of Architects and Engineers
Tulsa County Library's American Indian Resource Center Advisory Board
Morrow Indian Children's Home Board of Directors

BIOGRAPHY

Donna leads ERA Design & Architecture in its community outreach and business development initiatives. Her visionary leadership and passion for enduring relationships has ensured the successful creation of some of the firm's more complex resort projects, and ground-up projects for a multitude of Native American tribes nationally. Donna's integrity, good will and nurturing style expands awareness and knowledge of business practices and the value of design for clients, colleagues, collaborators and young professionals, resulting in projects that benefit communities and their visiting public.

Donna is a member of the Cherokee Nation of Oklahoma, and her passion, respect and appreciation of Native culture is evident in her 45 years experience working with more than 60 tribal governments throughout the United States. She also holds a deep respect for all Indian beliefs, and is uniquely "tuned in" to the relevance of the various cultures. Donna oversees the firm's vision and methodology and fosters the firm's architectural and design legacy. Her passion for the design process and the development of project teams ensures outstanding service, creativity, quality and delivery on every project—now a hallmark of the firm's culture and approach to design.

SELECT PROJECT EXPERIENCE

- National Museum of the American Indian, Washington, DC
- Osage Senior Center & Child Care | Fairfax, OK
- Sac & Fox Cultural Center | Stroud, OK
- Oaks Indian Mission | Oaks, OK
- Dwight Mission Historic Renovation | Vian, OK
- LaFortune Park Community Center & Library | Tulsa, OK
- Hard Rock Casino 4 | Tulsa, OK
- Hard Rock Exterior Renovations | Tulsa, OK
- Hard Rock Tower Interior Remodel | Tulsa, OK
- Grove Casino | Grove, OK
- Hard Rock Master Plan | Tulsa, OK
- Buffalo Run Master Plan | Miami, OK



CRAY BAUXMONT-FLYNN
COO | PRINCIPAL



BIOGRAPHY

Cray is a highly skilled design professional with an expansive experience in the design, architectural, and real estate development industry. He has designed numerous prestigious projects globally and acts as an integral member of the global design community, overseeing a long list of projects in the world of high-end hospitality, retail, commercial and mixed-use developments.

Cray serves as the firm's Chief Operating Officer and Principal in Charge of Architecture and Design where he synthesizes his 35 years of leadership and experience into each unique project. Cray has generated a diverse body of work, ranging from small boutique hospitality projects to large scale higher education projects – and everything in between. The common thread of his work is the incessant and disciplined quest for design excellence.

A resourceful problem solver who is well versed in effective development in the real estate environment, Cray's role is predominantly a design leader, client manager, and team principal; developing concepts and fresh innovative design strategies for all design typologies. In particular, he has an extensive knowledge of quality experiential design, which gives him exceptional foresight in complex mixed-use developments and intricate comprehensive master-plans while working in conjunction with developers. Cray brings his collaborative, people-oriented style to managing the daily operations of the studio and to ensuring internal and external teams deliver exceptional performance and value for clients and users. His approach fosters and advances technological systems at the firm and throughout project design and development.

A principal designer at heart, he has an in-depth understanding of effective business development. But more importantly, Cray has a deep respect for the fundamental importance of a sound company and P+L strategies without compromising design or client/end user expectations and relationships. Cray is a registered member of the Cherokee Nation of Oklahoma, and the Delaware Tribe of Indians - Oklahoma.

EXPERIENCE

35 Years

EDUCATION

Masters of Architecture
Ecole Des Beaux Arts
Paris, France

MEMBERSHIPS

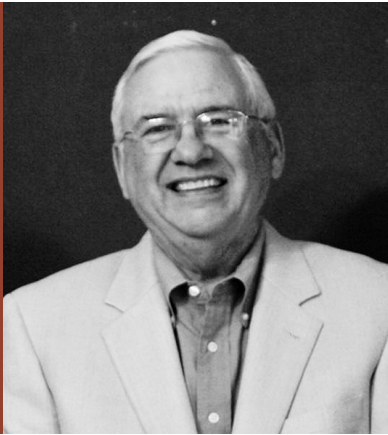
American Indian Chamber of Commerce of
Oklahoma
Leadership Native Oklahoma
American Council of Architects & Engineers

SELECT PROJECT EXPERIENCE

- Wynn Casino & Resort | Las Vegas, NV & Macau
- Cherokee Hard Rock Interior Tower Remodel | Tulsa, OK
- MGM Grand Casino & Resort | Las Vegas, NV & Macau
- The Americana at Brand | Glendale, CA
- The District at Green Valley Ranch, Henderson, NV
- Sandia Resort and Casino | Albuquerque, NM
- Symphony Park MAsTer PLaN | Las Vegas, NV
- Bellagio Hotel & Casino | Las Vegas, NV
- The Grove Market | Los Angeles, CA



GARY SPARKS
ARCHITECT



EXPERIENCE

50 + Years

EDUCATION

Bachelor of Architecture
Oklahoma State University
Stillwater, OK

REGISTRATIONS

Arkansas
Oklahoma

MEMBERSHIPS

American Institute of Architects | Tulsa
Chapter & Former President
National Council of Architectural Registration
Boards
Oklahoma Council of Architects Past
Chairman
Oklahoma Historical Society Member
Lifetime Member OSU Alumni Association
OSU IBA Fennimore Society Original Member

BIOGRAPHY

Gary Sparks in 1978 decided it was time to start an architectural practice. It has proven to be one of the best, most rewarding decisions he ever made. He has been blessed to have his architectural firm selected to design hundreds of significant projects during his career.

However, there are three projects that are particularly special to Gary. The Coleman Theatre in Miami, OK, and Gallagher-Iba Arena & Boone Pickens Stadium in Stillwater, OK. The 15 years Gary worked on the Coleman Theatre and the 14 years on Gallagher-Iba and Boone Pickens Stadium have provided him with an incredible knowledge in the renovation/expansion of government or public facilities.

His leadership, passion for master planning, insight into complex building operations and extensive knowledge of experiential environments has established the firm's service-oriented, high caliber approach to delivering high-level design for many of the Mid-West's' most notable properties. Gary brings vital intelligence and insight to creating architectural experiences that resonate with visitors and users.

SELECT PROJECT EXPERIENCE

- Osage Nation Airport Feasibility Study/Use Plan | Tulsa, OK
- Boone Pickens Stadium Renovations | Stillwater, OK
- Gallagher-Iba Arena Renovation/Update | Stillwater, OK
- Coleman Theatre Renovations | Miami, OK
- Univ. of Central Okla. Master Plan | Edmond, OK
- Univ. of Central Okla. Football Building | Edmond, OK
- Univ. of Central Okla. Indoor Practice Facility | Edmond, OK
- City of Stillwater Master Plan | Stillwater, OK
- Athletic Village Master Plan | Tulsa, OK
- Sherman E. Smith Training Center | Tulsa, OK
- Okla. State Univ. Memorial Design | Stillwater, OK
- Okla. State Univ. Heritage Hall | Stillwater, OK
- Baylor Univ. Simpson Center | Waco, TX
- Baylor Univ. Hall of Honor | Waco, TX
- Oklahoma Aquarium | Jenks, OK
- Asbury United Methodist Church | Tulsa, OK
- Thornton YMCA | Tulsa, OK
- Northeastern State Univ. | Miami, OK



PERSONNEL QUALIFICATIONS

TRAVIS ROUBIDEAUX
PROJECT DESIGNER



BIOGRAPHY

From mayor's to firefighters, Travis's clients appreciate his calm demeanor and methodical approach – qualities that have enabled him to navigate his team through complex municipal programs to award winning designs. "It's all about our team. We hear our clients, their goals and expeditions, and have the talent, organization, respect and mutual trust to successfully deliver."

Travis Roubideaux is a 2017 graduate of the University of Colorado Denver, Master of Architecture program. Currently in pursuit of his professional licensing, his experience is in all ranges of the professional field & design processes. Most of his work has focused on design development, construction documentation, and recently construction administration.

EXPERIENCE

5.5 Years

EDUCATION

Master of Architecture

University of Colorado Denver
Denver, CO

Bachelors of Environmental Design
University of Colorado Boulder
Boulder, CO

MEMBERSHIPS

American Institute of Architects (AIA)
National Council of Architectural
Registration Boards (NCARB)

HONORS

Senator Cory Gardner flew flag over US
Capitol Building in honor of Graduation
Key Speaker for CU Advocates

Past project emphases are related to Healthcare, Educational, Municipal, Emergency Response, Cultural, Residential, Commercial, and Native American project areas.

Travis seeks to build relationships with clients to facilitate their dreams with holistic and creative solutions that serve practical needs. Through architecture, he understands that he can serve the needs of the individual and the communities that they are embodied in.

In his personal time, Travis frequents creative venues to create community while endeavoring in painting, drawing, and crafting projects. He also is an advocate for bicycling and fitness for healthy, strong, and resilient communities.

SELECT PROJECT EXPERIENCE

- Osage Chief's Office Renovation | Pawhuska, OK
- Osage Nation Skiatook House Prototypes | Skiatook, OK
- Osage Casino Sand Springs Concepts | Sand Springs, OK
- Oglala Sioux Tribe Food Distribution Center | Pine Ridge, SD
- Ouray Town Hall Renovation | Ouray, CO
- Crow Agency Medical Housing | Crow Agency, MT
- Blackfeet Medical Housing | Browning, MT
- Absentee Shawnee Tribe Travel Plaza | Shawnee, OK
- Cheyenne & Arapaho Tribes G. Hawkins Center | Clinton, OK
- Norwood Library | Norwood, CO
- Dove Creek Senior Center | Dove Creek, CO
- Dove Creek Public Service Center | Dove Creek, CO
- Dove Creek Recreation Center | Dove Creek, CO



PHILANNA DAVENPORT
SENIOR INTERIOR DESIGNER



EXPERIENCE

23 Years

EDUCATION

Bachelor of Science, Interior Design
Oklahoma State University
Stillwater, OK

MEMBERSHIPS

NCIDQ

HONORS

ABC Excellence in Construction Award
(Northeastern State University - Broken
Arrow campus, interior design)

BIOGRAPHY

Philanna has a broad design background which includes higher education, healthcare, hospitality, multi-family and residential projects. She enjoys building relationships and providing the very best experience for her clients.

Philanna guides the ERA team in cultivating luxury interiors that creatively extend beyond the everyday. Seeking inspiration from travel, art and culture around the globe, her work does not encompass a singular look, but rather integrates unexpected moments that are functional, harmonious and sophisticated.

As the visionary, Philanna brings a passion and curiosity for fresh, innovative design to each project. With an incisive ability to identify and understand each client's authentic style, Philanna's ability to refine and elevate a design has strengthened her reputation among top hotel brands, culturally sensitive projects and high-profile clients. Philanna's design philosophy can be seen across the firm's diverse portfolio, which includes private residences and estates, hotels, resorts and spas, and exclusive commercial properties.

Creating beautiful environments that leave others feeling inspired is something Philanna strives for with every project. Her reputation for creating exceptional interior spaces and delivering unparalleled client service precedes her on every project. Philanna volunteers at the Tulsa Day Center for the Homeless, Jenks Community Food Bank, Jenks Parent Legislative Action Committee and at her children's school. She is active in her church where she serves as a Deacon and member of the Stewardship Committee.

SELECT PROJECT EXPERIENCE

- Hard Rock Hotel & Casino Amp Bar | Tulsa, OK
- Hard Rock Hotel & Casino Guest Room Tower Remodel | Tulsa, OK
- Indian Capital Technology Center | Tahlequah & Muskogee, OK
- Cross Communications | Warner, OK
- Northeastern State University | Broken Arrow, OK
- Tulsa Technology Center | Tulsa, OK
- Oral Roberts University | Tulsa, OK
- Memorial High School Field House | Tulsa, OK
- Helmerich Library | Tulsa, OK
- Cancer Treatment Center at Cityplex Towers | Tulsa, OK
- Oklahoma Surgical Hospital | Tulsa, OK
- Muskogee Community Hospital | Muskogee, OK
- First Baptist Church | Claremore, OK
- St. James Presbyterian Church | Jenks, OK
- Residences at Boardwalk | Bixby, OK



GENERAL CONTRACTOR PROFILE

NAME OF FIRM

Black Hawk Construction, LLC



COMPANY BACKGROUND AND QUALIFICATIONS

Black Hawk Construction, LLC is a construction Management and general contracting company. The company was established in 2019.

Our construction staff has over 38 years combined construction experience. Our staff has successfully completed projects in 8 states and combined to manage over 325 million dollars in construction contracts including Educational Facilities, Healthcare, Food Processing, Religious Institutions, Community Centers, Casinos, Restaurant, Mixed-Use & Retail Developments, Multi-Unit Living, Historic Renovations, Residential Site Development, Manufacturing-Industrial, Performing Arts, Aviation, Administrative Offices, Corporate Office Buildings, Municipal and Department of Transportation.

Our goal is to provide client focused construction services that deliver high quality products in a safe, professional and timely manner and to develop long term partnerships with customers, vendors, design professionals and sub-contractors.

We strive to deliver excellent value and innovative construction solutions to meet and exceed our client's needs.

Contact Person: Thaddeus Yeargain
Project Manager / Estimator
C: 918-240-6809

Office Address: 12635 S. 119th East Ave
Broken Arrow, OK 74011
T: 918-237-6856

THAD YEARGAIN
CONSTRUCTION MNGR. & ESTIMATOR



EXPERIENCE

14 Years

EDUCATION

Bachelor of Science, Construction Management

Missouri State University
Springfield, MO

CERTIFICATIONS

OSHA 10 & 30 Certified

MEMBERSHIPS

AGC & ABC of Oklahoma
AOGC of Oklahoma

Habitat for Humanity Volunteer
Projects Volunteer with Day Spring Villa

HONORS

ABC Excellence in Construction Award (NEO A&M Miami Student Union)

Missouri State University Excellence in Construction Award

BIOGRAPHY

As an Estimator on this Project, Thad will work to provide detailed support as needed during the critical “Pre-Construction Phases” of this project. He will participate in the overall development of the Scope of Work (Responsibility Matrix), the CM Budget, and the overall Owner Program Budget that will be used in assisting the owner in confirming the bottom line cost of the project in addition to only the CM Budget. Thad will also be heavily involved in a full constructability review very early in the Pro-Construction process as this will ensure the maximum efficiency is captured throughout the balance of Pre-Construction Phase and into the Construction Phase.

He supervises our Project Estimators and their subordinates, and ensures the quality of each project. John has 14 years of cost engineering experience in Texas, Oklahoma, Missouri, and Kansas. His experience includes on-site field supervision, contract administration, change order analysis, preparing budgets, cost estimating, and claims analysis and negotiation. Thad’s expertise with various computer applications is an additional and valuable asset. With regard to estimating, he has provided estimates at all levels of design, from conceptual through to construction document. He is experienced in estimating all disciplines, including the mechanical trades, although he has a personal expertise in civil, structural, and architectural.

Thad is knowledgeable in all aspects of the estimating process, including detailed take-off, obtaining price quotes, and coordinating and incorporating estimates from all design disciplines. His project experience includes every type of building and civil construction. Thad is a tremendous fit for the Estimating role for this project as he has significant experience in both Project Management and Estimating, therefore he knows what needs to be done early in the Pre-Construction process to ensure that quality and efficiency can occur during the actual construction phase of the project. In addition to his tribal-related experience, Thad also has a significant background in the site and civil trades which will prove to be extremely valuable on this specific project.

SELECT PROJECT EXPERIENCE

- Wilburn Square Retail Space | Broken Arrow, OK
- Muleshoe and Sundown Projects | Brownfield, TX
- Ruiz Foods Processing Expansion | Denison, TX
- Labatt Food Service Freezer Expansion | Dallas, TX
- Sanderson Farms Inc. | Waco, TX
- Choctaw Broken Bow Community Center | Broken Bow, OK
- Tulsa Paper Company Building | Tulsa, OK
- Utica Place III Office Building and Retail | Tulsa, OK
- Tulsa Hills Shopping Center | Tulsa, OK
- River City Plaza Shopping Center | Muskogee, OK
- Branson Landing | Branson, MO
- Walgreens Pharmacy | Multiple Locations MO. KS. OK



LANDSCAPE ARCHITECT CONSULTANT PROFILE

NAME OF FIRM

COLEMAN & ASSOCIATES



COMPANY BACKGROUND AND QUALIFICATIONS

Coleman & Associates was founded in 1987, proudly producing award-winning landscapes across Texas ever since. We are committed to projects that succeed environmentally, aesthetically, functionally, and financially, and we bring that commitment to each project, regardless of type, size, scope, or budget. The team is led by Principals Aan Garrett-Coleman and Jan Giles, who have worked together for 25 years and built a firm that continues to thrive, improve, and respond to the ever-changing demands of the industry and environmental challenges of our times.

The structure of our firm allows true principal involvement in each project from start to finish. We take pride in our ability to maximize the client's landscape investment, by ensuring the highest aesthetic return for their dollar. With Ms. Coleman's background in Design/Build and our extensive, valuable vendor relationships, our firm also provides unparalleled expertise in constructability and construction cost knowledge. Our team provides expertise in sustainable landscape design (2 LEED certified professionals), outstanding tree and site preservation skills (1 licensed arborist), highly recognized xeriscape planting design talent, and water-conserving irrigation design (1 licensed irrigator).

Contact Person: Aan Coleman, PLA, LEED AP
President, Founding Partner
512-476-2090

Office Address: 9890 Silver Mountain Drive
Austin, TX 78737



AAN GARRETT-COLEMAN
LANDSCAPE ARCHITECT



BIOGRAPHY

Aan Coleman has 38 years of Landscape Architectural experience and a continued commitment to client service, design excellence, constructability, sustainability and financial stewardship. Her early years with a design-build firm gave her invaluable experience that serves as a solid foundation for her “reality based” approach to the profession. As a result, Coleman & Associates projects are designed to be affordable, construction-friendly, well detailed and able to withstand time and trends.

Aan has developed a team that continues to produce both award-winning and environmentally sensitive work. Her dedication and extensive experience is translated to all team members by unparalleled focus on the use of native and adaptive plantings, tree and native vegetation preservation, and water conservation and rainwater collection systems. Aan’s extensive experience with site preservation allows Coleman & Associates projects to emphasize the natural resources of each individual site.

EDUCATION

Texas A&M University, 1981
B.S. in Landscape Architecture

REGISTRATION

Registered Landscape Architect
State of Texas #974
State of New Mexico #499
LEED Accredited Professional

MEMBERSHIPS

American Society of Landscape Architects
Texas A&M University
College of Architecture Outstanding Alumni
Professional Advisory Board for Landscape
Architecture, Texas A&M University
Real Estate Council of Austin
Board of Directors

Employment

Coleman & Associates, Inc
Principal & President
1987-Present

Cityscape
Austin, TX
Vice President
1981-1987

SELECT PROJECT EXPERIENCE

- City of Kyle Public Library | Kyle, TX
- Austin Community College Hays Campus | Kyle, TX
- Hays ISD, Lehman High School | Kyle, TX
- Hays ISD, Simon Middle School | Kyle, TX
- Hays ISD, Chapa Middle School | Kyle, TX
- City of Port Arthur, Procter Street Improvements | Port Arthur, TX
- City of Lakeway, New City Hall & Public Works Facility | Lakeway, TX
- City of Edinburg, Edinburg City Hall & Public Plaza | Edinburg, TX
- Texas Facilities Commission, Capital Mall Complex | Austin, TX
- Texas Dept. of Transportation Campus Facility Headquarters | Austin, TX
- Catellus Office Building | Austin, TX
- Mueller Diamond Office Building | Austin, TX
- Austin Energy Headquarters | Austin, TX
- Encino Trace Office Complex | Austin, TX
- Garza Ranch Office Complex | Austin, TX
- Palisade Office Park Landscape Improvements | Austin, TX



LANDSCAPE CONTRACTOR PROFILE

NAME OF FIRM

CLEAN SCAPES LANDSCAPING



COMPANY BACKGROUND AND QUALIFICATIONS

Clean Scapes is Central Texas' premier commercial landscaper. An award-winning landscape leader in the region, we specialize in the construction and maintenance of outdoor environments.

We construct all aspects of landscape, including softscape and irrigation. Only the healthiest trees and plants are selected, flourishing quickly for rapid results. The high level skill of our project management team ensures that jobs are successfully driven to completion in a timely manner with outstanding results. Decades of knowledge and experience help us amplify the beauty and creativity of each landscape and provide attention to detail. A solid reputation in the community is a testament to the genuine care we bring to each project.

Whether we're developing and maintaining native environments using local resources or the conversion of our fleet of equipment to propane, sustainable practices are incorporated into every aspect of our company. Our many clients have placed their confidence in our abilities, professionalism and history of delivering results.

Contact Person: George Lindenberg
Managing Principal / Pre-Construction, Operations
512-448-1094

Office Address: P.O. Box 203070
Austin, TX 78720

GEORGE LINDENBERG
MANAGING PRINCIPAL



BIOGRAPHY

George is a Principal Partner with responsibilities pertaining to the marketing, estimating, selling and operations of commercial softscape, irrigation and hardscape projects. He is also responsible for business growth and company direction, strategic relationships, branding, expansions and acquisitions, implementing additional scopes of construction work, etc.

The projects listed below were designed by Coleman & Associates and installed by Clean Scapes Landscaping.

EXPERIENCE

30 Years

CERTIFICATIONS

Texas Master Certified
Nursery Professional

MEMBERSHIPS

ABC Texas
RECA
BOMA
ULI
National Association of
Landscape Professionals

SELECT PROJECT EXPERIENCE

- Southpark Meadows Ph. I, II, Grove | Austin, TX
- White Ranch | Llano, TX
- Gateway Plaza | San Antonio, TX
- Davis Springs | Austin, TX
- Southpark Meadows Residential | Austin, TX
- TSU Stadium Expansion | San Marcos, TX
- Texas A&M - Student Success Center | Laredo, TX
- TAMU University Apartments II | College Station, TX
- TX School for the Blind - Pkg 5 | Austin, TX
- Whole Foods Bee Cave | Bee Cave, TX
- UT Robert D. Moreton Building | Austin, TX
- Austin Board of Realtors | Austin, TX
- TSU Round Rock Health Professions | Round Rock, TX
- Junior League of Austin | Austin, TX

JAY GRONA
CONSTR. OPERATIONS



BIOGRAPHY

Jay is a Principal and Senior Operations Manager. He runs all aspects of Construction Operations and helped the company to win numerous state and national awards for excellence in landscape and hardscape construction.

The projects listed below were designed by Coleman & Associates and installed by Clean Scapes Landscaping.

SELECT PROJECT EXPERIENCE

EXPERIENCE

22 Years

EDUCATION

Tarleton State University
B.S. Agriculture Business

MEMBERSHIPS

ABC Texas
National Association of
Landscape Professionals

- Southpark Meadows Ph. I, II, Grove | Austin, TX
- White Ranch | Llano, TX
- Gateway Plaza | San Antonio, TX
- Davis Springs | Austin, TX
- Southpark Meadows Residential | Austin, TX
- TSU Stadium Expansion | San Marcos, TX
- Texas A&M - Student Success Center | Laredo, TX
- TAMU University Apartments II | College Station, TX
- TX School for the Blind - Pkg 5 | Austin, TX
- Whole Foods Bee Cave | Bee Cave, TX
- UT Robert D. Moreton Building | Austin, TX
- Austin Board of Realtors | Austin, TX
- TSU Round Rock Health Professions | Round Rock, TX
- Junior League of Austin | Austin, TX



CIVIL ENGINEER CONSULTANT PROFILE

NAME OF FIRM

Doucet & Associates, Inc.



COMPANY BACKGROUND AND QUALIFICATIONS

Doucet & Associates, Inc. (Doucet) offers consulting, civil engineering design, GIS/mapping, entitlement procurement services and surveying expertise for a full range of projects large and small, private and public.

Doucet is a Woman-Owned Small Business, Texas HUB-certified firm with over 35 licensed and certified professionals in planning, land surveying, civil engineering, transportation design, project management, water resources, public works infrastructure, land development, and GIS systems.

In addition to a national reputation for commercial projects, Doucet has developed an excellence in sustainable or “low impact design” initiatives, navigating municipal or political complexities to secure entitlements, and development along growth corridors.

Doucet understands the unique attributes involved with our Transportation, Water Resources, Public Works, Land Development, and Construction Management projects. The Doucet Difference is demonstrated in how we communicate and coordinate with our team and public agencies to successfully permit, design, and build your project.

Contact Person: Tom Curran, PE
Sr. Project Engineer
O: 512-583-2623

Office Address: 17401 B Hwy 71 West, Suite 160
Austin, Texas 78735



TOM CURRAN, PE
Sr. Project Engineer



BIOGRAPHY

Tom Curran has over 36 years of experience in the consulting civil engineering industry. He is experienced in handling multidisciplinary projects involving site development, water resource protection, flood mitigation, water quality facility design, and traffic/utility study and improvement design.

Since joining Doucet, Tom has managed civil engineering projects for the City of Austin, the Texas Department of Public Safety, the City of Georgetown, Austin ISD schools, and many other organizations and entities.

SELECTED PROJECT EXPERIENCE

- Lennar Homes Cool Springs Subdivision – Kyle, TX
The 126-acre tract of land is located off of FM 150 in Kyle, Texas. Planning, preparation and jurisdictional approval of the subdivision improvement plans for over 300 single family home sites, parkland dedication, and amenity center improvements.
- City of Austin Public Safety Training Facility - Austin, TX
The 42.5-acre site located off of Shaw Lane in southeast Austin is currently developed and has been operating as an emergency response training facility by the City of Austin since the early 1980's. The proposed, improvements included or consisted of 6 buildings total 70,774 square-foot and 350 parking spaces, a 30,000 square foot pistol range, a 120,000 square foot emergency vehicle training pad, expansion and repair to a driving track, and associated utility and drainage improvements.
- Austin Energy New System Control Center - Austin, TX
Project Manager for the renovation of the former Tokyo Electron site at Grove and Montopolis Blvd. (12.3 acres) into Austin Energy's new operation and control center. The improvements included 36,000 SF building expansion, new 11,000 SF vehicle service buildings, new service drives, fire lanes and turnarounds, and an additional 150 vehicle parking lot.
- Capital Metro North Operations and Maintenance Facility – Austin, TX
Project Manager for preliminary through construction phase which consisted of an 110,000 square foot bus and van transit operations center. The design included grading, drainage, parking and drive, water & wastewater facilities. Several major elements of the project included demolition of existing industrial facilities, solving the public water system's limitations in the area, and permitting the site without on-site water quality and detention facilities.

EXPERIENCE

36 + Years

EDUCATION

B.S. in Civil Engineering
University of Texas
at Austin

REGISTRATIONS

Registered Professional Engineer
State of Texas No.
61905



NAME OF FIRM

Fugro USA Land, Inc.



COMPANY BACKGROUND AND QUALIFICATIONS

Fugro is the world's leading Geo-data specialist, collecting and analyzing comprehensive information about the Earth and the structures built upon it. Adopting an integrated approach that incorporates acquisition and analysis of Geo-data and related advice, Fugro provides solutions. With expertise in site characterization and asset integrity, clients are supported in the safe, sustainable and efficient design, construction and operation of their assets throughout the full lifecycle.

Responsible land development depends on accurate environmental, geotechnical and geophysical data. We both acquire and interpret this data, using our expertise, in situ testing and world-class laboratory facilities to turn data into valuable knowledge.

With this information, ground characteristics and behaviors can be confidently determined, and potential hazards identified, allowing solutions to be modeled and managed. This enables our clients to make informed decisions during the engineering, design and construction phases of infrastructure development projects, ultimately reducing project risk and costs.

Contact Person: Peter H. Bush, PE
Location Manager
512-977-1836

Office Address: 8613 Cross Park Drive
Austin, TX 78754

PETER H. BUSH, PE
LOCATION MANAGER



BIOGRAPHY

Peter joined Fugro in 1985 and has 41 years of experience in materials and geotechnical engineering and in management of foundation and pavement thickness design for all types of projects. He serves as the Location Manager of Fugro's Austin office, providing guidance and support to the geotechnical and materials engineering project management staff throughout Central Texas. Since 2003, Peter has served as overall manager of geotechnical and materials contracts for The University of Texas System's Office of Facilities Planning and Construction, personally supervising the quality assurance for each project. He also manages similar contracts for Austin Community College, Travis County, the City of Austin, the Texas Department of Transportation, and the Lower Colorado River Authority. Peter has specialized experience with the unique geologic challenges of Central Texas.

EXPERIENCE

41 Years

EDUCATION

Masters of Science, Civil Engineering

The University of Texas

Austin, TX

Bachelor of Science, Civil Engineering

The University of Texas

Austin, TX

CERTIFICATIONS

Professional Engineer, Texas No. 51813,

Arizona No. 51558

TxDOT Pre-Certifications: 12.1.1, 12.1.2,

12.2.1, 14.1.1, 14.2.1, 14.3.1, 14.4.1, 14.5.1

MEMBERSHIPS

Geoprofessional Business Association (GBA),

Ambassador for Fugro

SELECT PROJECT EXPERIENCE

- Motorola Parmer Lane Campus | Austin, TX
- Park 22 Office Park | Austin, TX
- River Place Pointe Office Park | Austin, TX
- Pflugerville West Shopping Center | Pflugerville, TX
- Four Points Centre | Austin, TX
- Blanton Museum of Art, The University of Texas | Austin, TX
- Gregory Gymnasium, Aquatics Center, The University of Texas | Austin, TX
- San Jacinto Residence Hall, The University of Texas, | Austin, TX
- South Austin Regional Wastewater Treatment Plant Expansion | Austin, TX
- Waller Creek Inlet, Outlet and Tunnel, City of Austin | Austin, TX
- Water Treatment Plant No. 4, Inlet, Tunnel and Pump Station, City of Austin | Austin, TX
- Numerous New Schools and School Additions, Hays Consolidated ISD | Hays County, Tx

DONALD R. IVES, CET
REGIONAL PROJECTS DIRECTOR



BIOGRAPHY

Donald has provided environmental, geotechnical, and CMET services on projects throughout Texas, New Mexico, and Oklahoma. As the regional project director/ Dallas Location Manager, Donald's responsibilities include working with staff on all facets of geotechnical, environmental, and CMET projects including project planning and execution, report and proposal writing, coordination of field activities, review of laboratory test data, development of project budgeting and invoicing, and client interaction.

EXPERIENCE

22 Years

EDUCATION

Environmental Science Studies

Amarillo College

Amarillo, TX

CERTIFICATIONS

Texas Licensed Driller #54846M

TxDOT Pre-Certification/

Categories: 12.1.1

SELECT PROJECT EXPERIENCE

- Dallas Fort Worth International Airport, Runway 17C | Dallas, TX
- Dallas County Records Buildings, Historic Renovation | Dallas, TX
- City of Dallas Water Utilities Water and Wastewater Mains project | Dallas, TX
- DART RBPE Project | Dallas, TX
- Texas Rangers Baseball Complex | Arlington, TX
- Pantex Plant Administrative Support Complex | Amarillo, TX
- Mercedes-Benz of McKinney | McKinney, TX
- Huffines Kia Subaru | Corinth, TX
- Wise Health System - Argyle Surgical Hospital | Argyle, TX
- Valero McKee Refinery Gas Desulfurization Unit | Sunray, TX
- Urenco Uranium Enrichment Facility | Eunice, NM
- Xcel Energy Harrington Station Sewer Effluent Reuse Project | Amarillo, TX
- Gulf Wind Project | Sarita, TX
- American Tire Distributors Warehouse | Fort Worth, TX
- Riverside Indian High School | Anadarko, OK
- United Regional Health System, Bridwell Tower | Wichita Falls, TX
- City of Perryton, EPA Superfund Site Investigation | Perryton, TX



STRUCTURAL ENGINEER CONSULTANT PROFILE

NAME OF FIRM

Datum Engineers, Inc.



COMPANY BACKGROUND AND QUALIFICATIONS

Datum Engineers, founded in 1937, is a Texas-based firm devoted exclusively to the practice of structural engineering. Datum serves a client base of corporate, institutional, public and private development owners and architectural firms primarily in Texas but across the United States as well. Completed projects range up to 60-stories in height and more than two million square feet in size. In addition to designing new structures and additions, we often perform investigations and forensic consulting on existing structures that are experiencing problems.

Datum takes great pride in their reputation as innovative designers and creative problem solvers who collaborate with architects to help them create finely detailed buildings. Datum has also earned a reputation for developing innovative, cost-effective framing systems and for fast, efficient project delivery. Their experience and framing studies help ensure that you get the right structural system for your building. Datum has extensive experience in fast-track and construction management formats, as well as other alternative delivery systems.

Datum projects are often featured in professional publications such as Engineering News Record, Modern Steel Construction, Civil+Structural Engineer and Texas Architect. Datum has received more than 50 structural engineering awards in recognition of innovation in structural design, including two National Engineering Excellence Awards from the American Consulting Engineers Council, seven Excellence in Structural Engineering Awards from the National Council of Structural Engineers Association and ten Engineering Excellence Awards from the Consulting Engineers Council of Texas.

Contact Person: Luke Nelson, PE
Managing Principal, Austin Office
512-469-9490

Office Address: 8140 N. Mopac Expressway
Building 1, Suite 120
Austin, TX 78759



LUKE NELSON, P.E.
PROJECT MANAGER



BIOGRAPHY

Luke joined Datum in 2003 and has worked on a wide variety of structures ranging to well over \$100M in size. Early in his career, he was the main design engineer for the Dell Children's Medical Center of Central Texas, and since then has served as lead project manager and engineer-of-record on many institutional projects such as UT Dell Medical School Health Transformation Building and Health Center Garage, the new Austin Central Library, the Dell Children's Bed Tower Addition, and the UT East Campus Parking Garage. Clients appreciate his can-do attitude and team success approach. Luke became a Principal in 2017 in recognition of his outstanding performance and leadership inside and outside the firm.

EXPERIENCE

17 Years

EDUCATION

Master of Science Civil Engineering

University of Tennessee

Knoxville, TN

Bachelors of Science Civil Engineering

University of Texas

Austin, TX

MEMBERSHIPS

Young Men's Business League

American Inst of Steel Construction

Leadership Austin - Emerge Class 2013

Structural Engineers Assoc of Texas (SEAOt)

2007 SEAOt Austin Membership Director

2008 SEAOt Austin Vice President

2009 SEAOt Austin President and State

Conference Chairman

CIVIC INVOLVEMENT

Sunshine Camps

SELECT PROJECT EXPERIENCE

- LCRA Dalchau Service Center Office | Austin, TX
- WilsonArt Executive Headquarters | Temple, TX
- John C. Drummond Center at Pantex | Amarillo, TX
- CGI Group's U.S. Center of Excellence | Belton, TX
- TXDOT Corporate Campus Consolidation | Austin, Texas
- UT Dell Medical School Medical Office Building and Garage | Austin, TX
- Austin Central Library | Austin, TX
- Omni Barton Creek Redevelopment | Austin, TX
- PPD Tenant Finish Out & Renovations - Phases 3 & 4
- Charles Schwab Investment Services - Cafe & Lobby Renovations | Austin, TX
- Texas Trial Lawyers Association - Roof Venue Enclosure Feasibility Study | Austin, TX
- City of Georgetown Library | Georgetown, TX
- Austin State Hospital | Austin, TX
- Williamson County Sheriff's Training Facility | Georgetown, TX



M/E/P/F ENGINEER CONSULTANT PROFILE

NAME OF FIRM

Phillips & Gomez



COMPANY BACKGROUND AND QUALIFICATIONS

Phillips+Gomez provides professional mechanical and electrical consulting engineering services with emphasis and expertise on energy efficiency, sustainability, and LEED® certification to architects, developers, building owners, institutional, and corporate clients on a regular basis. These projects vary substantially in size, complexity and cost. Total construction individual project costs have ranged from a few thousand dollars to over \$75,000,000 with mechanical, electrical, and fire protection system costs in excess of \$40,000,000.

Our company was formed in 1982 with a philosophy and a commitment to provide high quality services in a timely fashion, to be responsive to the need of our clients and to develop long term relationships with our clients. The proof of our philosophy and commitment is that approximately 90% of our fees are generated from repeat business with our established client base.

The systems we design include plumbing, fire protection (sprinkler, environmentally safe inert gas, and pre-action suppression systems), HVAC, electrical power, lighting and special effect lighting. Our experience covers many varied project types including commercial, industrial, and institutional facilities. Some of our more recent new building projects include new and renovated performing arts facilities; museums; research and teaching laboratories; new and renovated university buildings (classrooms, dormitories, library, student union and activity centers, university administration centers, and central plant facilities); office complexes; critical data centers; call centers; animal welfare facilities; and health care/wellness facilities.

As well as new building construction, we have been very active in renovating, restoring and rehabilitating existing structures. We have designed modern high-rise and low-rise mechanical/electrical/life safety systems for many buildings including early 1900's and mid-century vintage.

Contact Person:

Kory Zehr
Principal/ Mechanical Engineer
918.691.3239

Office Address:

15 West 6th St.,
Suite, 2510
Tulsa, OK 74119

KORY M. ZEHR
MECHANICAL ENGINEER



BIOGRAPHY

Mr. Zehr has been with Phillips+Gomez for over 14 years. His duties include mechanical engineering and construction document preparation along with the design of HVAC and plumbing systems for commercial office buildings, healthcare facilities, retail shell buildings and tenant spaces, university building renovations, research laboratories, and commercial tenant build-out projects country-wide.

Kory obtained his LEED® certification in 2006 and became a Certified Building Commissioning Professional in 2012. Mr. Zehr directs, coordinates, and exercises functional authority for planning, organization, control, integration, and completion of engineering projects by performing his responsibilities personally or through subordinate team members.

EXPERIENCE

14 Years

EDUCATION

B.S. Degree - Architectural Engineering,
2001 - Kansas State University

REGISTRATIONS

State of Oklahoma Professional Engineer -
#22834

State of Texas Professional Engineer - #117773

MEMBERSHIPS

American Society of Heating, Refrigeration &
Air Conditioning Engineers (ASHRAE)
Association of Energy Engineers
Oklahoma Association of Healthcare Engineers

SELECTED PROJECT EXPERIENCE

- Tulsa County Family Justice Center | Tulsa, OK
- Gilcrease Museum | Tulsa, OK
- Oklahoma State University Student Union Renovation | Stillwater, OK
- OSU - Tulsa Advanced Technology (Helmerich) Research Center | Tulsa, OK
- Oklahoma State University Institute for Agricultural Biosciences Facility | Stillwater, OK

BRIAN HUNLEY
ELECTRICAL ENGINEER



EXPERIENCE

15 Years

EDUCATION

B.S. Degree - Electrical Engineering, 2007 -
Oklahoma State University

REGISTRATIONS

State of Oklahoma Professional Engineer -
#25504
State of Texas Professional Engineer -
#133840

MEMBERSHIPS

Institute of Electrical and Electronic Engineers
(IEEE)
Illuminating Engineering Society of North
America (IESNA)

BIOGRAPHY

Brian Hunley has had over 15 years of electrical engineering experience in audio/visual design, theatrical lighting and professional sound reinforcement. His experience includes engineering management, estimating, electrical design, and project management. Mr. Hunley has worked on numerous public school, university, church, theatre, and other projects in Oklahoma. Audio/visual experience includes ongoing support for the weekly religious services for several local churches.

Mr. Hunley has a unique balance of design and installation experience. He works closely with the other disciplines, as well as construction contractors, in the coordination of the electrical systems to ensure quality performance and work. Throughout his career he has designed electrical systems for various building and aerospace projects consisting of power distribution, audio/visual systems, interior and theatrical lighting and structured wiring.

Today, Mr. Hunley's responsibilities include creating, establishing and monitoring electrical designs, production tools, specifications, and documentation.

SELECTED PROJECT EXPERIENCE

- Tulsa County Family Justice Center | Tulsa, OK
- Oklahoma State University Student Union Renovation | Stillwater, OK
- The Helmerich Research Center & Gilcrease National Archive | Tulsa, OK
- The Philbrook Museum of Art (Mathews Warehouse) | Tulsa, OK
- The Believers Church Mobile Production | Tulsa, OK
- Church on the Move Oneighty Building | Tulsa, OK
- Victory Christian Center Worship Center | Tulsa, OK
- First baptist Tulsa Auditorium | Tulsa, OK
- Memorial High School Theatre | Tulsa, OK
- Broken Arrow North Intermediate Theatre | Broken Arrow, OK

PROJECT
EXAMPLES



SAUSALITO PUBLIC SAFETY FACILITY SAUSALITO, CALIFORNIA

Located on two adjacent sites in the city of Sausalito, this project simultaneously designs, to LEED Gold criteria, both a Fire Station and a Police Station to serve the City's growing needs. The project was certified by the USGBC at LEED Gold level. The 11,800 sf, two-story Fire Station facility includes two double-deep, drive-thru apparatus bays and two single, deep-back apparatus bays, all with a vehicle exhaust system; administrative offices; radio communications room, EOC / training room; exercise room; dayroom; kitchen; five dorm rooms; and men's and women's locker / shower rooms. The 8,100 sf, two-story Police Station facility includes administrative offices, radio room, patrol and briefing rooms, evidence, booking, sallyport, investigation, exercise room, and men's and women's locker / shower rooms.

Client

Name: City of Sausalito
Address: 29 Caledonia Street
 Sausalito, CA 94965
Contact: 415.289.4100
 trely@sausalito.gov
Scope of Services: Master Plan
 Architectural Design
 Planning & Development
 Entitlements/Zoning
 Construction Documents
 Construction Administration
Start: 2002
Completion: 2008



*Project completed by ERA staff work with prior firm

DOVE CREEK RECREATION CAMPUS: A RECREATION CENTER WITH POOL, ATHLETIC FIELDS, AND COMMUNITY ROOMS DOVE CREEK, COLORADO

This project is part of a larger, area-wide development coordinated by the county and municipality of Dove Creek of Colorado in its efforts to provide a beautiful outdoor space that encourages physical and communal well being. The Recreation Center provides space for teaching, fitness, gymnastic, intramural, and community gatherings. The design encompasses maximized exposure to natural light, durable materials, sandstone decor, flexible internal spaces, and has ample means of access to the site with large doors and wrap around porch to enhance the wellbeing of occupants, use of spaces, and efficiency of utilities. The expected renovated and new construction size of the Recreation Center is 15,500 SF and the Recreation Campus is 7.6 Acres. Throughout the project, one main goal was to create a highly flexible recreation center and a beautiful campus to host the public during holidays.

AREA & COST

15,500sf center
\$4.57m Center Budget
7.6acres campus
\$1.98m Campus

COMPLETION

Start Date: 2016
End Date: 2017

INVOLVEMENT

Lead Designer: Travis Roubideaux with CCCD

SCOPE OF SERVICES

Programming
Conceptual Design
Community Engagement
Architecture & Engineering

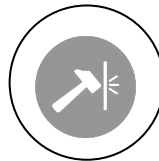
AGENCY CONTACT

Kristy Chad
Town Recreation
Director
Town of Dove Creek
Tel: (970) 677-9540

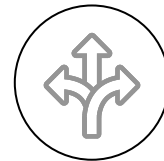
KEY DESIGN DECISIONS



Focus on Communal Wellbeing



Maximize Light & Durability



Design for Interior Flexibility



DESIGN OBJECTIVES

- PARKING**
 - Circle Drive for Recreation Center or ease of access.
 - 22 Parking Stalls for Recreation Center along West 7th Street.
 - 12 Parking Stalls for the current Recreation Center on front and back.
 - 40 Parking Stalls along the Auxiliary Field and Playgrounds.
 - 6 RV Parking Stalls by the entry from Gyrorene Street.
- FACILITIES**
 - Room for Future Pool (Diving, Swimming, Youth depths).
 - Conditioned but deferred field area with the Maintenance Storage and Concessions Stand.
 - Auxiliary Field (2.33 Acres) for Baseball & Football primarily with a small non-programmed corner.
 - Current Fitness & Recreation Center to be turned into social events building or reprogrammed.
 - Playground and Park area remained fenced with the addition of a Phone Booth and Grilling Area for visitors.
 - Baseball & Soccer Storage areas will remain as they support current needs.
 - Powered Walking Track around Auxiliary Field (1,320' or 1/4 mile) will promote casual recreation.
- RECREATION CENTER**
 - Located in NW Corner of Site for Utility.
 - Reinforces Recreational Program on North Side.
 - Front Entry is accessible to the site.
 - Rear is accessible for deliveries off of alley.



Project completed by ERA staff work with prior firm



LIBRARY & COMMUNITY CENTER AT LAFORTUNE PARK TULSA, OKLAHOMA

Client

Name: Tulsa County
Address: 5202 South Hudson
Tulsa, Oklahoma 74135
Contact person: Karen Keith - Tulsa County Commissioner
918-855-7659

Scope of Services: Master Plan / Architectural Design / Planning Development
Construction Documents / Construction Administration

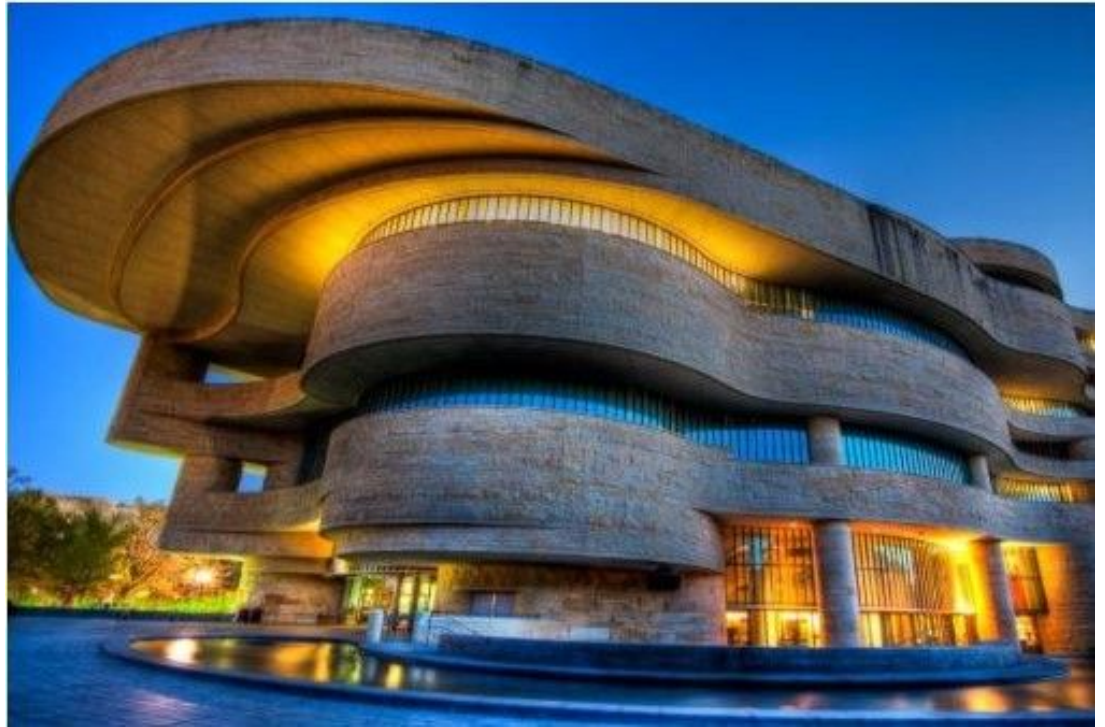
Start/Completion dates: 2006 - 2008

Winner of Associated Builders and Contractors of Oklahoma Excellence in Design and Construction Award

The project is located within a beautiful one square mile park. The actual site is called "The Gardens". Our challenge (and therefore program) was to integrate the Library and Community Center with an existing 1916 historic building. This old boiler building has a round window, which was originally an exit for a smoke stack. This set the tone of the design.

The CEO of the City-County Library system requested a "wow" factor when one entered the library. To save money, our structural engineer suggested the columns in lieu of a clear span, hence the "abstract trees". The exterior pipe trellis (sun shade) system is an abstract effort to suggest a "brush arbor" similar to those used by our Indian ancestors. Indian Territory, current day Oklahoma, is the home of approximately 38 American Indian Tribes.





NATIONAL MUSEUM OF THE AMERICAN INDIAN

WASHINGTON D.C.

The Smithsonian's National Museum of the American Indian is one of ERA's most prestigious projects. It is located on the National Mall in Washington, DC between the Smithsonian's National Air & Space Museum and the U.S. Capitol Building. National Museum of the American Indian, institution devoted to the collection, preservation, and presentation of the culture of the indigenous populations of the Western Hemisphere. The museum's collection, comprising four million cataloged items, includes ceramics, masks, dolls, carvings, textiles, feather work, beadwork, and jewelry.

Client

Name:

Address:

Contact:

Scope of Services:

Start/Completion:

Smithsonian Institution
Fourth Street & Independence Ave. SW,
Washington D.C. 20560
Kevin Gover - Director
202-633-6644
Architectural Design
Planning & Development
2001 - 2004





THE DISTRICT at GREEN VALLEY RANCH HENDERSON, NEVADA

Client

Name: American Nevada Corporation
Address: 2501 Green Valley Parkway, Henderson, NV 89014

Phone: 702.581.4141

Contact person: Brien McEahern | brienmceahern1@gmail.com

Scope of Services: Master plan, Architectural • Planning • Entitlements/Zoning • Design • Construction Documents • Construction Administration

Start/Completion dates: November 2003- April 2005

288 Luxury Residences and Offices over Retail, 8 buildings of 1-3-story high on a 30 acre site Mixed-Use Commercial / Retail / Residential A 410,000 square foot mixed-use center located on a 30 acre site across from the Green Valley Hotel and Casino. The mixed-use center includes residential condominiums over retail, restaurant and office space with a “main street” theme. The project’s residential housing consists of 1, 2 & 3 bedroom condo apartment units with elevator access, a library, fitness center, subterranean parking garage and a rooftop spa. The project was designed to comply with ADA, The Fair Housing Act Accessibility Guidelines and ANSI A117.1. Due to the complexity of the project, Access Technologies Services was contracted for accessibility consulting services.



*Project completed by ERA staff work with prior firm



LOS ALTOS CIVIC CENTER & COMMUNITY CENTER

LOS ALTOS, CALIFORNIA

The future Los Altos Community Center, currently located on an underutilized 18-acre site, was envisioned to include Civic Services, Police, Community Center, Library, Swim Facility, and Theater, as well as preserving the existing historic facilities on the site. To find out how the City could provide those programs in the future, a Needs Assessment identified community service priorities.

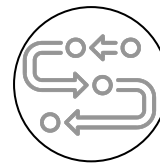
Our team provided community and specific client group workshops, facilities studies, and a survey of existing conditions. Afterwards, a Facility Program was developed with facility space requirements. Master Plan Scenarios were explored to validate multiple options for the site layout; then details worked out for the opportunities, constraints and potential costs, with phasing aspects for each scenario preparing the City for the next phase of their funding.



Explored Multiple Design Options



Provide Community & Client Workshops



Determine Master Plan Needs



KEY DESIGN DECISIONS

Client

Name: City of Los Altos
Address: 1 North San Antonio Road
 Los Altos, CA 94022
Contact: Jack Ryder | jackryder@yahoo.com
 925.437.3968
Scope of Services: Master Planning
 Strategic Planning
Start/ Completion: TBD



*Project completed by ERA staff work with prior firm

DURANT ARTS DISTRICT MASTER PLAN DURANT, OKLAHOMA

Through the National Endowment for the Arts funding, Bald Eagle was selected to lead a master planning project for the South 9th Avenue in Durant, OK. The People in Durant enjoy all types of activities in their community. Many noted that connecting S9A with the Main St. events would help expand the success and vitality of the community.

Community engagement sessions resulted in common goals including creating a vibrant, active corridor with music, sidewalks and trails, art, and festivals. The design team worked diligently to listen to the community and document their desires and wishes. Through listening to the community and reflecting on their dreams, a conceptual master plan was developed.

This plan solved all of the various site constraints and offered a functional balance between the built environment, open spaces as well as the preservation of natural areas and watersheds. As a team, we remembered that any solution needed to be capable of phasing, build of off existing infrastructure and allow for the maximum quality in terms of people, process and place. This plan had a few strong ideas that worked well, including the zoning of three major activity areas and the creation of common spaces linked by system of trails throughout the development.

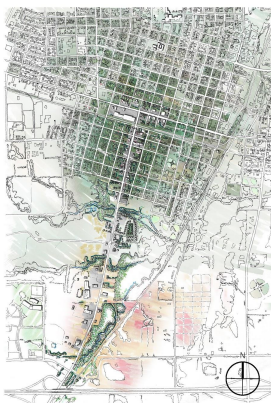


COMPLETION

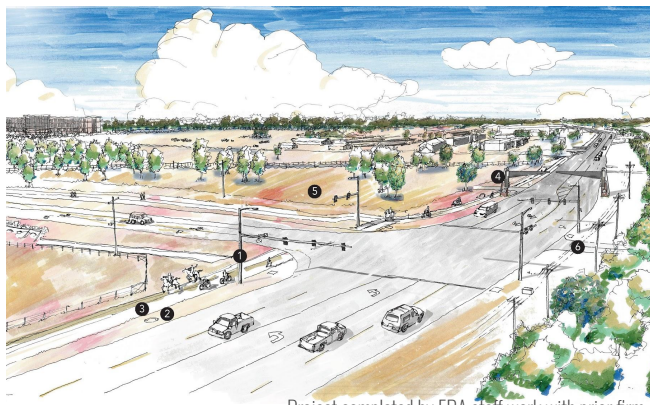
Start Date: 2017
End Date: 2018

SCOPE OF SERVICES

Community Engagement
Mapping Charrette
Planning
Media, Marketing
Support
Technical Assistance



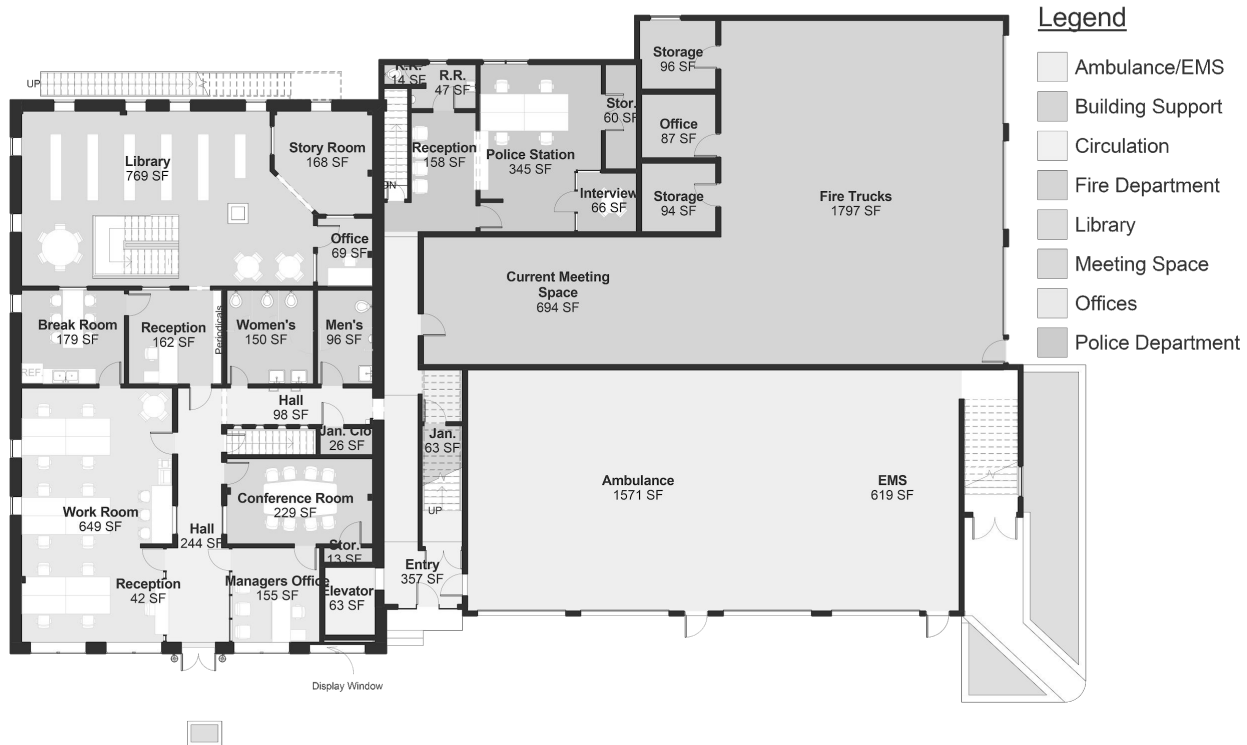
- The Purpose**
 - Introduction
 - Purpose of a Master Plan
 - About the Town
 - Existing Conditions
 - Parts and Pieces
- Celebrating Diversit**
 - Theme for District
 - Infrastructure
 - Visualization
 - Temporary Land Uses
 - Opportunities for Property Owners
- Master Plan**
 - Mapping of Corridor
- Funding Opportuni**
 - Funding Sources
 - Economic Development
- The Next Steps**
 - Phasing Strategies
- Tracking Success**
 - Tracking Chart of Desired Projects



Project completed by ERA staff work with prior firm

CITY OF OURAY TOWN HALL MASTER PLAN OURAY, COLORADO

The Colorado Center for Community Development worked with the Town of Ouray to inventory their programmatic needs and existing conditions in their town hall. Afterwards we did a series of investigations on how the town hall might be reprogrammed to make better use of current facilities and to make room for known future programmatic needs as the town hall had not been updated for nearly 40 years. After a series of town hall meetings, the town decided on a master plan to follow when renovations are to occur.



Facility Size:

20,000+ SF

3 Stories

Program Included:

EMS Response Center

City Offices

Town Library & Community Center

EMS DEPARTMENT

- AMBULANCE & EMS BAYS
- STORAGE & STAGING

FIRE DEPARTMENT

- FIRE APPARATUS BAYS
- OFFICE & MEETING SPACES
- FIRST AID & CHEMICAL WASH AREA
- LOCKERS & STAGING AREAS

POLICE DEPARTMENT

- OFFICE AREA WITH RECEPTION
- INTERVIEW ROOM & STORAGE
- RECEPTION WITH WAITING AREA
- RESTROOM & TESTING

CITY HALL

- WORK ROOM WITH RECEPTION
- MANAGER'S OFFICE
- CONFERENCE ROOM

CITY LIBRARY

- LIBRARY STACKS & CPU LAB
- STORY TIME AREA
- OFFICE WITH RECEPTION DESK

COMMUNITY HALL

- GATHERING ROOMS
- ART EXHIBIT & MUSEUM
- COMMERCIAL KITCHENS
- PUBLIC RESTROOMS



LONE CONE LIBRARY

NORWOOD, COLORADO

BOOKS & STORY TIME, AN ANCHOR OF A COMMUNITY

The town of Norwood had been rallying around its library for some time, and had been able to bring new benefits to their small bustling town thru it, like broadband internet. In such a small community the town also needed a centralized space to gather.

All the factors came together in the new construction and relocation of the library. In this library they have community center, research libraries, business development labs, a Congressional Library, walking trails, and a fireplace with a view towards the Lone Cone mountain of which the library bears its name.

DETAILS ABOUT THE LIBRARY

- 9,000 GSF (6,500 SF LIBRARY & 2,500 SF COMMUNITY SPACES AND SERVICES)
- 4.25 ACRE SITE WITH AMPHITHEATER, EDIBLE GARDEN, & WALKING TRAILS
- \$4.5 MILLION
- PARTITIONED GATHERING SPACE WITH WARMING KITCHEN
- CHAMBER OF COMMERCE WITH OFFICES
- BUSINESS DEVELOPMENT CENTER WITH COMPUTER LAB
- LIBRARY WITH FIREPLACE COMMUNITY AREA AND STORY TIME READING AREA.



Project completed by ERA staff work with prior firm



DETAILS

- 8,000 GSF OF PROPOSED RENOVATION ON MAIN FLOOR AND IN THE BASEMENT
- PROGRAMMED SPACES FOR MULTIPLE TENANTS FOR BUSINESS INCUBATOR WITH CUBICLES, OFFICES, CONFERENCE ROOMS, AND COMPUTER LABS
- ORIGINAL HISTORIC CARNEGIE LIBRARY WITH TWO EXTRA ADDITIONS OVER ITS LIFESPAN
- HISTORIC PRESERVATION IN PRESERVING THE EXISTING STONE, BRICK, STUCCO SIDING ALONG WITH THE TERRACOTTA TILE ROOF
- REVISIONING HISTORIC ARCHITECTURAL FEATURES IN INSTALLING A FAUX ENTRY, ARCHITECTURAL INTERIORS, SITE SIGNAGE, & VARIOUS FACADE ARCHITECTURAL DETAILS
- MODIFYING EXISTING ADDITIONS TO BE MORE UNIFORM IN COLOR WITH THE HISTORIC FACADE WITH A CONTEMPORARY BUT APPROPRIATE REVISIONING

CARNEGIE LIBRARY DURANGO, COLORADO

HISTORY MEETS THE NEEDS OF THE FUTURE

The new city council of Durango has come to a realization that the many years of abuse and misuse of their historic Carnegie Library has created a disjointed building and scared the historic beauty of the building. In this realization the council has elected to move forward with minimizing any future adjustments and starting to fix the damage that was done. We helped them come up with a game plan on how to phase in new exterior and interior enhancements and restoring some of the previous grandeur of the building.

In rethinking the use and purpose of the building, the city council elected to turn the building into a business incubator for the future startup businesses of Durango. A fitting purpose for the rebirth of a grand library financed by one of the world's greatest entrepreneurs.

ABSENTEE SHAWNEE MULTI-PURPOSE TRAVEL PLAZA NORMAN, OKLAHOMA

The Absentee Shawnee Tribe looks to create a travel plaza between one of its largest casino and hospital facilities. Yet, they are looking towards the future rather than the present, so the future plaza would not only combine a healthcare clinic and travel station, but the shell and core of the upstairs would provide office space for future tenants. Either the tribe itself would find a use for the office space or it will be leased out to a business looking to move in to the crossroads of the casino and hospital.

DETAILS ABOUT THE MULTI-PURPOSE BUILDING

- 18,000 GSF (8,500SF IN PHASE I & 9,500 GSF PHASE II)
- 3.25 ACRE SITE WITH EXISTING GAS STATION & RESTAURANT
- \$6.8 MILLION FOR THE FACILITIES & \$2.3 MILLION FOR SITE AMENITIES
- 1,800 SF OF SHELL TENANT SPACE.





ERA DESIGN & ARCHITECTURE HEADQUARTERS TULSA, OKLAHOMA

The ERA office design-build collaboration between ERA Design & Architecture and Black Hawk Construction features unique modern elements, creatively and innovatively using its branding colors throughout each space. Throughout the open-plan flexible workspaces, large windows bring in natural light from the 20th floor in downtown Tulsa, overlooking the Arkansas River, the refinery, the interlocking highways, and multiple historical buildings, statues, and sites. To reflect the history of ERA and the Tulsa area, the firm incorporated oversized abstract and colorful canvases with significant historical Tulsa sites, Native American culture, and expressive architectural inspirations.





NORTH EASTERN OKLAHOMA (NEO) A&M STUDENT UNION RENOVATION

Miami, Oklahoma
Contract Amount: \$9,000,000
Role: On-Site Project Manager

TULSA PAPER BUILDING RENOVATION

Tulsa, Oklahoma
Contract Amount: \$10,000,000
Role: On-Site Project Manager

HOGAN TAYLOR OFFICE BUILDING

Tulsa, Oklahoma
Contract Amount: \$14,000,000
Role: Assistant Project Manager

RL JONES AIRPORT RUNWAY

Tulsa, Oklahoma
Contract Amount: \$4,200,000
Role: Assistant Project Manager

CHOCTAW BROKEN BOW COMMUNITY CENTER

Broken Bow, Oklahoma
Contract Amount: \$14 Million
Role: Assistant Project Manager & Estimator

HARD ROCK HOTEL & CASINO POOL

Catoosa, Oklahoma
Contract Amount: \$3.2 Million
Role: Project Manager & Estimator

CHEROKEE CASINO

Ramona, OK
Contract Amount: \$13 Million
Role: On-Site Project Manager & Estimator

WILLBURN SQUARE

Tulsa, Oklahoma
Contract Amount: \$1,800,000
Role: Project Manager & Estimator
Design Build A/E: W Design & 360 Engineering

PINE STREET PARK

Tulsa, Oklahoma
Contract Amount: \$4,200,000
Role: Project Manager & Estimator
Design Build A/E: Architects Collective & Cedar Creek Engineering

TULSA INTERNATIONAL AIRPORT - E.M.A.S. SYSTEM & RUNWAY IMPROVEMENTS

Tulsa, Oklahoma
Contract Amount: \$17,000,000
Role: Estimator

HIGHWAY 59 REALIGNMENT

Little Kansas, Oklahoma
Contract Amount: \$21,000,000
Role: Estimator

MULESHOE & SUNDOWN HIGHWAYS RECONSTRUCTION

Muleshoe, Texas
Contract Amount: \$80,000,000
Role: Project Engineer

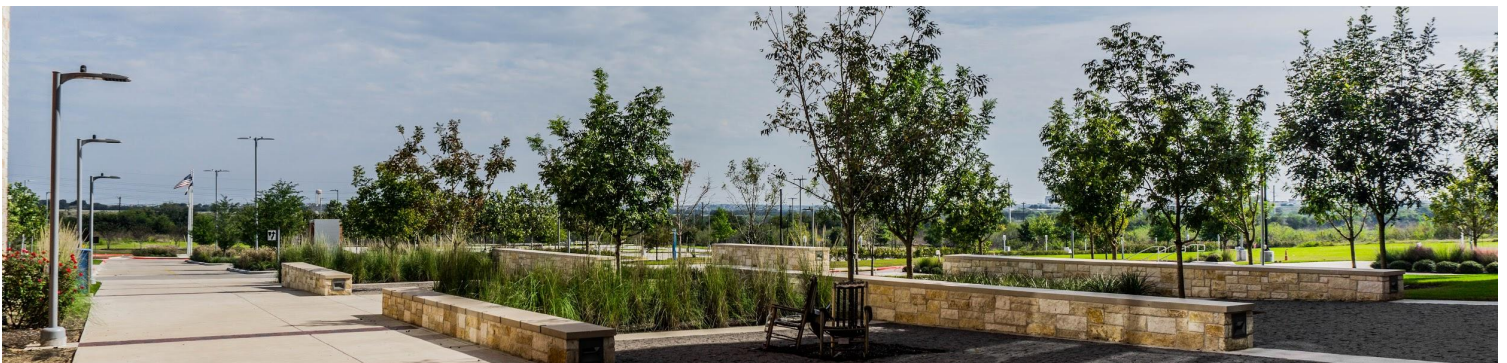
TULSA HILLS RETAIL DISTRICT PHASE I INFRASTRUCTURE DEVELOPMENT

Tulsa, Oklahoma
Contract Amount: \$28,000,000
Role: Assistant Project Manager



AUSTIN COMMUNITY COLLEGE HAYS CAMPUS

Coleman & Associates provided landscape master planning and landscape architectural services for the first phase of this new college campus in Kyle, TX sited on approximately 96-acres of undeveloped land that is part of the Plum Creek Development Master Plan. The first phase completed in early 2014 is a full services campus with facilities for General Studies and Health Services areas of study as well as potentially facilities for Fine Arts, Performing Arts, Computer Science and Advanced Technology, and Applied Technology. The project is pursuing a LEED Silver certification.





GARZA RANCH COMMONS

This 2.3 acre site serves as the primary site amenity, park and heart of the Garza project in southwest Austin. The site is connected to every building in the project through sidewalks, streetscape and trails. A large pavilion; “the Cloud” provides year-round shade as well as lighting and utility connections for events, WiFi for outdoor use, and plenty of seating for all office, residents, and hotel visitors. The site is also connected to the Violet Crown Trail as it meanders through the preserved strand of old oaks. This includes a transplanted heritage live oak that now sits at one of the park’s entries.





AUSTIN ENERGY OFFICE HEADQUARTERS

This new 275,000 SF office building, located in North Austin at the Mueller Development, will become the new headquarters for more than 1,100 employees of Austin Energy. The building will feature a six-level parking garage, a meeting/event space for over 250 people and a central courtyard. The courtyard features a native plant palette and shade trees as well as a variety of seating options including collaboration pods, cafe style seating, and seat walls. The flexibility of the space provides employees with opportunity to work, relax, socialize and collaborate in this dynamic outdoor space.



PROJECT
APPROACH

GENERAL APPROACH

Our firm's process starts with an idea that is ultimately layered with multiple elements; building up within the project context through transformative design, exploration, and storytelling. Each project's success lies in the research, innovation, design strategy, and social context that is specific for each space and client. Our designs are original works that embody passion, integrity, quality, and beauty; yet maintain functionality and simplicity. Our architectural process follows the basic principle, "form follows function." We work with you to establish the functional need to help your vision come to life through our creative process that integrates "People, Culture, Design." What also sets us apart is having Architecture and Engineering in one office. Our projects are well coordinated throughout design because our team literally works side-by-side in working out design conflicts. This has proven to consistently bring projects in on time and on budget with zero to very few change orders.

In assessing this project it will be a multi-delivery approach: 1) A thorough as-built and existing site conditions exploratory assessment will be conducted. This will help insure quality control and that there are no major oversights as the project moves forward into construction. 2) Developing a strong, flexible, and appropriate Fixtures, Finishes, & Equipment package up front with the City of Kyle Project Management so that the eventual Tenant Improvements and occupation & use of the Event Spaces & Mary Kyle Hartson Park will be understood upfront and be easily applied during Operations & Maintenance. 3) Create options built into the Construction Documents and delivery process so that the project has fiscal durability while still delivering an appropriate and quality product. 4) A detailed client interview that will explore needs and desires of the City of Kyle for the Tenant Spaces, Rooftop Event Space, and a Cohesive Landscaping & Park Experience for the entire project.

PRE-PROPOSAL MEETING

- Replacing existing structure on lot with a Multi-Story Commercial Building.
 - Core & Shell for future Tenants.
 - Rooftop Event Space.
- Improve conditions of existing Mark Kyle Hartson Park.
 - Experiential landscaping.
 - Designed for appropriate climate.

(1)



SCHEMATIC & DESIGN DEVELOPMENT PHASE

EST. 1.25 MONTHS | VISION & GOAL FORMING

Create concepts and develop design package for client and users approval. Explore options in designs along with Fixtures, Finishes, & Equipment. Develop specifications and criteria for project to meet.

(2)



CONSTRUCTION DOCUMENT PHASE

EST. 1.25 MONTHS | MAPPING & PROPOSED PROJECT DEVELOPMENT

Execute construction ready documents with all appropriate demolition, detailing, scheduling, plans, sections, specifications, code, and elevations. Coordinate M/E/P/FP with Architecture.

(3)



CONSTRUCTION ADMINISTRATION & CONSTRUCTION

EST. 9 MONTHS | QUALITY MANAGEMENT

Processing & Answering Requests for Information and Submittals. Conducting Site Walks with Punch Lists with Contractors. Provide overall Oversight and continued presence to insure quality control for the client.



SPECIFIC APPROACH

We understand that the City of Kyle has undergone a major shift in demographics and development changes being in the Austin Metropolitan Area. With thoughtful considerations and planning, we can help Kyle prepare and navigate towards a holistic future in adapting for the New while retaining its Character. There are several things that we would like to point out that go beyond our typical approach to commercial design that will reflect some of our proposal decisions.

TRADITIONAL KYLE IN A MODERN WORLD

We know that it is important for smaller communities to retain their authentic identity to attract younger crowds and to preserve the life styles they are accustomed to. It has rarely worked out well for towns to abandon their Main Streets and the vernacular that they were originally designed in. Therefore we are suggesting that in this project we root the project in traditional Main Street storefront design, but adapt for modern detailing and materials that will help the building transcend the past to the present. In our initial conceptual design you will see later, we did a thorough walk-through downtown Kyle and explore the local architectural vernacular and have found several archetypes that have informed our conceptual design for the Commercial Building. In regards to the site we did draw upon local knowledge of indigenous species for the landscaping design of the project, and made thoughtful introductions of elements that would enhance the park in regards to the Kyle's wishes.

COST ESTIMATION & ALTERNATES

Within our Design-Build Team we have have a solid cost estimator and construction manager that will help outline and make sure the Commercial Building will fall within reasonable and appropriate costs for the City of Kyle. With a Core & Shell Commercial Building with a finished Rooftop experience, we plan on bringing various options to the table so that the City of Kyle's dollars stretch the farthest for the highest quality of design. With the tenant spaces left relatively unprogrammed, this will allow us to allocate our time and efforts to quality design and will make a huge impact over the full scale of the project. In order to save costs, we designed the building footprint that will be able to accommodate a sound restaurant floor plan on the main floor with room to spare. This planning also translates to the second floor with potential commercial offices and has been pre-planned to make sure adequate space has been allocated for a sound future Tenant Improvements.

DESIGN TEAM COHESION

Within our team are a lot of Pre-Existing Team Relationships. ERA and Black Hawk have worked together for many months now on several projects and share resources often. Through this burgeoning relationship we have built a valued trust, candor, and understanding with each other. It has developed into a professional intimacy where ERA has entrusted Black Hawk with the construction management, estimating, and contracting for our very own head quarters in downtown Tulsa. This type of relationship will hard pressed to be found on any other team proposing for this project. Beyond that, Black Hawk has a valued past in Texas, and through their work history and project connections in Texas we have built a team of professionals that we are proud to present with. Many of these consultants in Kyle and Tulsa have roots to past, current, and future other projects with the City of Kyle and its wonderful citizens.

LANDSCAPING PROCESS

The landscape designs are to be visual and functional assets to the owner and greater community while respecting and protecting the natural environment, meeting budget and schedule requirements, and keeping long term maintenance costs to a minimum. Ms. Coleman's design practices are based on her real world construction knowledge from her background in design/build. Coleman & Associates also maintains an unparalleled focus on the use of native and adapted plantings, tree and native vegetation preservation, and water conservation and rainwater collection systems. Projects are designed to emphasize the natural resources of each individual site, whether it be a group of heritage trees, a rock outcropping, wetlands, or a natural water feature. The firm strives to be responsive, creative in their problem solving, financially aware and proactive, and dedicated to quality of product. We take a 'team-effort' approach to all projects. We take pride in our ability to work with the Team to produce projects that are the synergistic results of all the expertise and experience of each of us. C&A has a long-standing relationship with Clean Scape Landscaping, Doucet & Associates as well as Datum Engineers, having experience teaming on several projects in Austin and the Central Texas area.



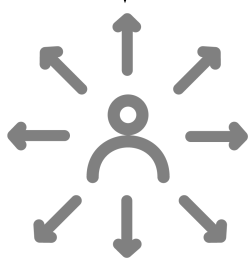
DESIGN METHODOLOGY & PROCESS



A. ANALYSIS

The design solution will take the form of a master plan that will incorporate the expert analysis of ADPI. This masterplan will reflect a review of the existing masterplan. It will reflect an evaluation of the general land use of neighboring areas as well as the specific airport layout plan. In the process, FGP Atelier will draw upon decades of experience in master planning to identify potential incompatible uses of nearby land and propose uses that might align better with the airport such as hotels, offices, cultural destinations, and entertainment.

Having developed a potential set of new land uses, we will work in collaboration with local businesses and additional economic consultants if necessary to fully understand the market, capacity for development and absorption of new programs, and the availability of different types and sources of capital to drive development of both the surrounding area as well as improvements to and expansion of the airport itself.



B. DEVELOPMENT

With a broad vision for the airport and surrounding area in place, we will then be able to develop a plan for how the airport will operate, be maintained, and improve. ADPI will draw upon their experience managing hundreds of airports around the world in developing an estimate of annual O&M budgetary needs for five, ten, twenty and thirty-year forecasts. They will assist in developing a capital improvement program (including equipment) for the five, ten, twenty, and thirty-year forecasts.

The broader local stakeholder engagement plan led by ERA and FGP Atelier will be instrumental in developing a financial plan and identifying possible funding sources to meet capital improvement program and operation and maintenance needs. This plan will draw upon ADPI's experience to help evaluate airport rates and charges and provide recommendations of new revenues to meet expenditures for the five, ten, twenty and thirty-year forecasts.



C. CONSENSUS

Ultimately, this process will lead to a comprehensive master plan that is just as much driven by design, planning, aviation architecture, land use, and new business as it is by data, economic impacts studies, and deep expertise in airport operations.

This masterplan will serve as a playbook covering a range of needs that will arise over the coming decades and ensure that the strategy and resources exists so that the airport and its surroundings will continue to thrive and grow.



CITY OF KYLE, TEXAS

Permitting Process for Encroachments

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: *(First Reading)* An Ordinance Adopting an Administrative Permitting Process for Authorizing Encroachments in the Right-of-Way and City Easements; Authorizing the City Engineer to Approve Encroachment Applications; Providing for the Approval Forms; Providing an Application Fee; And Providing for Related Matters. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Easements_ROW Encroachments Permit[5657]

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN ADMINISTRATIVE PERMITTING PROCESS FOR AUTHORIZING ENCROACHMENTS IN THE RIGHT-OF-WAY AND CITY EASEMENTS; AUTHORIZING THE CITY ENGINEER TO APPROVE ENCROACHMENT APPLICATIONS; PROVIDING FOR THE APPROVAL FORMS; PROVIDING AN APPLICATION FEE; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City of Kyle, Texas (“City”) controls the public rights-of-way and holds title to public easements throughout the city for the public benefit;

WHEREAS, the City regularly receives requests for permanent or temporary authorization to encroach on the public right-of-way or easement controlled by the City;

WHEREAS, to provide a more efficient option for the handing of requests to encroach in public right-of-way or easements, the City Council establishes the administrative permitting process described in Attachment A to this Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made part hereof for all purposes as findings of fact.

Section 2. Regulations Adopted. The City Council hereby amends Chapter 38, Division II, City of Kyle Code of Ordinances, to adopts Division 2 to be entitled “Administrative Permitting Process” to read as set forth in Attachment A attached hereto and incorporated herein for all purposes.

Section 3. Amendment of Ordinances. Chapter 38, Division II is hereby amended as provided in this Ordinance. All other ordinances or parts thereof in conflict herewith are amended to the extent of such conflict only. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately upon its approval and passage and publication as required by law.

Section 6. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the _____ day of _____, 2020.

FINALLY PASSED AND APPROVED on this the _____ day of _____, 2020.

The City of Kyle, Texas

Travis Mitchell, Mayor

ATTEST:

Jennifer A. Vetrano, City Secretary

DRAFT

CHAPTER 38 – STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

DIVISION II. STREETS AND SIDEWALKS

Division 2. ADMINISTRATIVE PERMITTING PROCESS

Sec. 38-41. - Purpose.

- (a) It is the intent and purpose of this Division to:
- (1) Establish an efficient process for persons to utilize when seeking authorization to encroach on the public right-of-way and city easements; and
 - (2) Provide regulations by which encroachments on the public right of way and city easements are conducted safely, in a manner that does not interfere with the City or other public utilities use of the easement, and for a limited duration where possible.
- (b) To accomplish the stated purpose, the City Engineer to approve an application to permit encroachments in the easements held by the City and in the right-of-way if the City Engineer determines that the encroachment will not interfere with the use of the easement or the right-of-way.
- (c) No provision in this Division prohibits the City Engineer from presenting an application to permit encroachments in the easements held by the City and in the right of way to the City Council for consideration and final approval.

Sec. 38-42. - Definitions.

Easement means a public utility easement, municipal utility easement, water utility easement, wastewater utility easement, drainage easement, or other easement owned and/or controlled by the City.

Encroachment means a structure that is proposed to be located within a public right-of-way or easement.

Right-of-way means the surface of, and the space above and upon, any and all present and future public thoroughfares, public utility easements, public ways, public grounds, public waterways and, without limitation by the foregoing, any other public property within the corporate limits of the city.

Sec. 38-43. - Permit required. A person who wishes to locate any structure within right-of-way or an easement shall be required to submit and obtain approval of an application submitted in accordance with this Division and enter into a license agreement or encroachment agreement prior to locating the structure within the easement or right-of-way. This Division applies to encroachments that are not regulated by Chapter 38, Article IV.

Sec. 38-44. - Application contents.

(a) The following information shall be provided in the request on the application form provided by the City Engineer:

- (1) The name, addresses and telephone numbers of the owner of the structure, property, or equipment proposed for encroachment or person(s) responsible for the activity proposed for encroachment. For an encroachment into an easement, the owner of the property upon which the easement is located must apply for the permit and be a party to any agreements required by this Division.
- (2) The names, titles and telephone numbers of the following:
 - a. The person designated as the principal contact for the submittal, if different from the owner;
 - b. A description of the location of the proposed encroachment;
 - c. Engineering plans, drawings and/or maps, as required by the City Engineer, with summarized specifications showing the encroachment;
 - d. Applicants' acknowledgment that upon approval of a request authorizing encroachment in the right-of-way, the applicant will sign a license agreement in the form required by the City;
 - e. Applicants' acknowledgment that upon approval of a request authorizing encroachment in an easement held by the City, the applicant will sign an encroachment agreement in the form required by the City;
 - f. Any other information requested by the City Engineer or designee.

(b) An application for approval to encroach in a easement held by the City or on the public right-of-way shall be accompanied by a fee in the amount of \$ _____.

Sec. 38-45. – Action on Application.

(a) The City Engineer shall review the application and shall approve or deny the application. The application shall be denied if the application is incomplete; if the application fee is not included; if the encroachment will interfere with the City's or another entities' use of the easement, will create a public safety hazard, will interfere with the City's plans for the easement or right-of-way, or is contrary to good engineering practices; or if the application is for an encroachment or obstruction that is subject to the permitting process set forth in Chapter 38, Article IV. The City Engineer's decision regarding an application is final and may not be appealed.

(b) Applicants for an encroachment in a public right-of-way shall enter into a license agreement in the form required by the City and approved by the City Attorney and the City Engineer. Applicants for an encroachment in an easement shall enter into an encroachment agreement in the form required by the City and approved by the City Attorney and the City Engineer. The City Engineer may impose additional reasonable conditions within the license agreement or encroachment agreement, as applicable, including but not limited to a bond to guarantee the repair of costs of damage to adjacent property that may occur due to the location

of the encroachment in the easement or right-of-way. The City Manager is authorized to execute license agreements and encroachment agreements approved by the City Engineer under this Division.

Sec. 33-46. – Damage to applicant’s improvements.

The City will not be responsible for any damage to the applicants’ improvements in the easement or right-of-way, and the applicant must remove the improvements upon City request, at the applicant’s sole cost and expense.

DRAFT



CITY OF KYLE, TEXAS

Pie in the Sky

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Discussion and Possible Action regarding Pie in the Sky. ~ *Tracy Scheel, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session-Convene

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Jansen Easement Acquisition
 - o General Obligation Bond
 - o Development Agreement for Property on I-35 SBFR
 - o Development Agreement for Property on Spooner
 - o Development Agreement for Property on Beebe Rd.
 - o Development Agreement for Property on Philomena
 - o Special Election Ballot Language
 - o Alcohol Sales
 - o Regional Detention Pond
 - o 104 S. Burlison
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
 - o Jesse Espinoza
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - o Project Indigo

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 7/7/2020

Date time:7:00 PM

Subject/Recommendation: Take action on items discussed in Executive Session.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available