

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, November 23, 2010
2000 Forest Ridge Drive
Bedford, Texas

Conference Room Work Session 5:30 p.m.
Council Chambers Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.ci.bedford.tx.us>

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Hear a follow up presentation by representatives of Torch Creative regarding the creation of a third logo option for the City of Bedford.
- Present an overview of Bedford Public Library Moving Timeline and Grand Opening events.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Marty Akins, First Baptist Church of Bedford)

PLEDGE OF ALLEGIANCE

OPEN FORUM

(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing Fire Safety Poster Contest Winners.
2. Consider a resolution authorizing the Beautification Commission to recognize three Bedford businesses, Chamy Investments, Homewood Suites Hotel and Primrose School of Bedford, for maintaining, improving, and/or keeping their property visually attractive to the community.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) November 9, 2010 regular meeting
 - b) November 11, 2010 joint work session
 - c) November 16, 2010 special meeting

NEW BUSINESS

4. **Public hearing and consider an ordinance to rezone properties known as Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash. The property is generally located west of Industrial Boulevard and north of State Highway 183. (Z-207)**
5. **Consider a resolution authorizing the City Manager to enter into a contract with Library Design Systems, Inc to move the contents of the Bedford Public Library in the amount of \$11,086.**
6. **Consider a resolution authorizing the City Manager to enter into an agreement with Durable Specialties, Inc. in the amount of \$415,900 for the City-Wide Traffic Signalization Improvements.**
7. **Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Four B Paving for the Crack Sealing Program at Various Locations, Bid Reference Number 11-4B1 in the amount of \$171,900 over a three year period at an average cost of \$57,300 per year.**
8. **Consider a resolution designating the future permanent early voting location by personal appearance in Bedford for municipal elections.**
9. **Council member reports**
 - a) **Mayor Story: Discuss proper way to report on Board and Commission meetings.**
 - b) **Councilman Turner: Beautification Commission activities and upcoming events.**

10. City Manager report

11. Take any action necessary as a result of the Executive Session.

(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, November 19, 2010 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time of a posted council meeting by calling 817.952.2101.)



COUNCIL WORK SESSION

PRESENTER:

Roger Fisher, Councilmember

ITEM:

Hear a follow up presentation by representatives of Torch Creative regarding the creation of a third logo option for the City of Bedford.

DISCUSSION:

In April the City Council authorized the City Manager to enter into a contractual agreement with Torch Creative to develop a logo and tag line in order to begin the process of rebranding the City.

Representatives from Torch made a presentation to the City Council on November 9, 2010 that included computer generated logos and color selection. The Council selected a color scheme and two of the designs presented by Torch. A suggested revision for a third design was made by Council during this meeting.

The next step in the process is this presentation whereby Torch will bring the third option back in a computer generated format in the chosen color scheme. At this meeting the Council will decide which of the three options presented will be the chosen logo and tag line.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL WORK SESSION

PRESENTER:

Maria Redburn, Library Manager

ITEM:

Present an overview of Bedford Public Library Moving Timeline and Grand Opening events.

DISCUSSION:

Maria Redburn will give an overview of the Moving Timeline with key dates for furniture and technology installation. A review of the planned Grand Opening events will be presented to receive guidance from City Council.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Moving Timeline

Library Move Timeline



Bedford Public Library

Today's Date: 11/23/2010 Tuesday

(vertical red line)

Start Date: 09/01/2010 Wednesday

First Day of Week (Mon=2):

WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining	30 - Aug - 10	06 - Sep - 10	13 - Sep - 10	20 - Sep - 10	27 - Sep - 10	04 - Oct - 10	11 - Oct - 10	18 - Oct - 10	25 - Oct - 10	01 - Nov - 10	08 - Nov - 10	15 - Nov - 10	22 - Nov - 10	29 - Nov - 10	06 - Dec - 10	13 - Dec - 10	20 - Dec - 10	27 - Dec - 10	03 - Jan - 11	10 - Jan - 11	17 - Jan - 11	24 - Jan - 11	31 - Jan - 11	07 - Feb - 11	14 - Feb - 11	21 - Feb - 11	28 - Feb - 11	07 - Mar - 11
1	IT	Cooper	9/01/10	2/05/11	132	0%	113	0	132																												
1.1	Order Computers	Cooper	9/01/10	10/01/10	1	0%	23	0	1																												
1.2	Program Computers	Cooper	10/04/10	12/10/10	1	0%	50	0	1																												
1.2.1	Installation	Cooper	12/10/10	1/10/11	1	0%	22	0	1																												
1.2.2	Innovative Server	Cooper	12/15/10	1/03/11	1	0%	14	0	1																												
1.3	Phone Service	Mason	1/03/11	1/07/11	1	0%	5	0	1																												
1.4	Copiers	New	1/03/11	1/07/11	1	0%	5	0	1																												
1.5	Envisionware	New	1/07/11	1/10/11	1	0%	2	0	1																												
2	Furniture	New	9/01/10	1/02/11	125	25%	88	31	94																												
2.1	Shelving	New	12/10/10	12/17/10	7	25%	6	1	6																												
2.2	Computer Tables	New	12/17/10	12/22/10	7	25%	4	1	6																												
2.3	Office Furniture	New	12/17/10	12/27/10	7	25%	7	1	6																												
2.4	Tables/Chairs	New	12/20/10	1/03/11	7	25%	11	1	6																												
3	Closure	Redburn	9/01/10	2/04/11	157	50%	113	78	79																												
3.1	OD Collection	Johnson	9/01/10	1/24/11	6	50%	104	3	3																												
3.2	Packing	New	9/01/10	12/31/10	6	50%	88	3	3																												
3.3	Library Movers	Redburn	1/03/11	1/10/11	6	50%	6	3	3																												
3.4	Staff Area	Redburn	1/03/11	1/10/11	6	50%	6	3	3																												
3.5	Collection Organization	New	1/10/11	2/04/11	6	50%	20	3	3																												

WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining	30 - Aug - 10	06 - Sep - 10	13 - Sep - 10	20 - Sep - 10	27 - Sep - 10	04 - Oct - 10	11 - Oct - 10	18 - Oct - 10	25 - Oct - 10	01 - Nov - 10	08 - Nov - 10	15 - Nov - 10	22 - Nov - 10	29 - Nov - 10	06 - Dec - 10	13 - Dec - 10	20 - Dec - 10	27 - Dec - 10	03 - Jan - 11	10 - Jan - 11	17 - Jan - 11	24 - Jan - 11	31 - Jan - 11	07 - Feb - 11	14 - Feb - 11	21 - Feb - 11	28 - Feb - 11	07 - Mar - 11
4	RFID Technology	Johnson	9/01/10	2/04/11	157	0%	113	0	157																												
4.1	Tagging of Collection	Johnson	9/01/10	2/04/11	1	0%	113	0	1																												
4.2	Conveyor Installation	Redburn	10/11/10	10/15/10	1	0%	5	0	1																												
4.3	Sorter Installation	Sparks	1/10/11	1/15/11	1	0%	5	0	1																												
4.4	Staff Training	Sparks	1/13/11	2/04/11	1	0%	17	0	1																												
4.5	RFID Installation	Sparks	1/17/11	1/22/11	1	0%	5	0	1																												
5	Grand Opening	Johnson	9/01/10	3/06/11	168	0%	133	0	168																												
5.1	Plan Events	Green	10/01/10	2/15/11	1	0%	98	0	1																												
5.2	Teen Party	Green	10/01/10	1/15/11	1	0%	76	0	1																												
5.3	VIP Party	Foundation	10/01/10	1/29/11	1	0%	86	0	1																												
5.4	Opening Day	Redburn	10/01/10	2/06/11	1	0%	91	0	1																												
5.5	Grand Opening	Friends	12/01/10	2/12/11	1	0%	53	0	1																												
5.6	Seuss Festival	Green	10/01/10	3/06/11	1	0%	111	0	1																												
6	Library Ambassadors	Bradford	10/01/10	3/06/11	457	0%	111	0	457																												
6.1	Job Descriptons	Bradford	10/01/10	10/15/11	1	0%	271	0	1																												
6.2	Recruitement	Bradford	10/01/10	12/31/11	1	0%	326	0	1																												
6.3	Children's Training	Green	1/03/11	2/01/11	1	0%	22	0	1																												
6.4	Computer Training	New	1/03/11	2/01/11	1	0%	22	0	1																												
6.5	Tour Training	Sparks	1/03/11	2/01/11	1	0%	22	0	1																												
6.6	Circulation Training	Sparks	1/03/11	2/01/11	1	0%	22	0	1																												



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mayor Jim Story

ITEM:

Proclamation recognizing Fire Safety Poster Contest Winners.

DISCUSSION:

This event marks the 33rd year of the Bedford Fire Safety Poster Contest. More than 4,000 poster entries were judged by the firefighters with assistance from the Bedford Citizens Fire Academy Alumni. Each entry received a recognition sticker and more than 500 1st, 2nd, and 3rd place ribbons were awarded in the seven Bedford schools visited. The posters illustrated life saving behaviors the students learned during the Fire Department F.A.L.S.E. Alarm Clown Program presented during Fire Prevention Week. This year's national theme was "A Sound You Can Live With." Six posters, one from each grade level (1st – 6th), were chosen overall to represent "Bedford's Best." The top six posters will be displayed at the Bedford Public Library during the month of November.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

WHEREAS, every year, home fires result in thousands of deaths, injuries, and hundreds of millions of dollars in property loss. Careless cooking, unattended candles, and misuse of matches and lighters cause many of these fires; and

WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNERS AS THE "BEST IN BEDFORD":

<i>Cailey Li</i>	<i>- 1st Grade</i>	<i>Bedford Heights Elementary School</i>
<i>Denise Sanchez</i>	<i>- 2nd Grade</i>	<i>Meadow Creek Elementary School</i>
<i>Sienna Encarnacion</i>	<i>- 3rd Grade</i>	<i>Bell Manor Elementary School</i>
<i>Emma Saunders</i>	<i>- 4th Grade</i>	<i>Bedford Heights Elementary School</i>
<i>Michelle Dao</i>	<i>- 5th Grade</i>	<i>Bell Manor Elementary School</i>
<i>Hasti Shafiqe</i>	<i>- 6th Grade</i>	<i>Bedford Heights Elementary School</i>

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

WHEREAS, every year, home fires result in thousands of deaths, injuries and hundreds of millions of dollars in property loss. Careless cooking, unattended candles, and misuse of matches and lighters cause many of these fires; and

WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Cailey Li

First Grade, Bedford Heights Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

WHEREAS, every year, home fires result in thousands of deaths, injuries and hundreds of millions of dollars in property loss. Careless cooking, unattended candles, and misuse of matches and lighters cause many of these fires; and

WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Denise Sanchez

Second Grade, Meadow Creek Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

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WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Sienna Encarnacion

Third Grade, Bell Manor Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

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WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Emma Saunders

Fourth Grade, Bedford Heights Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

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WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

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WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Michelle Dao

Fifth Grade, Bell Manor Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, the United States has one of the highest fire death rates, per capita, in the world; and

WHEREAS, every year, home fires result in thousands of deaths, injuries and hundreds of millions of dollars in property loss. Careless cooking, unattended candles, and misuse of matches and lighters cause many of these fires; and

WHEREAS, school children across the nation were taught about smoke alarms and the theme this year is "A Sound You Can Live With" during National Fire Prevention Week; and

WHEREAS, this event marks the 33rd year of the Bedford Fire Safety Poster Contest and more than 4,000 fire safety posters were entered by Bedford students and were recognized by the firefighters, with assistance from the Bedford Citizen's Fire Academy Alumni; and

WHEREAS, each poster illustrated life saving behaviors learned by the students during the Fire Department FALSE Alarm Clown Program with six posters, one from each grade level (1st – 6th) chosen overall to represent "Bedford's Best".

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join me in recognizing the following FIRE SAFETY POSTER CONTEST WINNER;

Hasti Shafiye

Sixth Grade, Bedford Heights Elementary School

*In witness whereof, I have hereunto set my hand and caused the seal of
the City of Bedford to be affixed this
23rd day of November, 2010.*

Jim Story, Mayor



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Boyter, Beautification Commission Chairperson
Don Henderson, Parks Superintendent

ITEM:

Consider a resolution authorizing the Beautification Commission to recognize three Bedford businesses, Chamy Investments, Homewood Suites Hotel and Primrose School of Bedford, for maintaining, improving, and/or keeping their property visually attractive to the community.

DISCUSSION:

The Beautification Commission recommends the recognition of Bedford establishments for their contribution to the beautification of Bedford through keeping their property maintained with the highest of standards. The City appreciates the visual appeal and well-maintained landscape of these properties.

<u>Property/Establishment</u>	<u>Category</u>	<u>Comments</u>
Chamy Investments 2128 L. Don Dodson	Overall Appearance	New property tastefully landscaped.
Primrose School of Bedford 3916 Central Drive	Superior Landscape	The property is seasonally landscaped.
Homewood Suites Hotel	Overall Appearance	Always well maintained flowerbeds.

If approved, the awards will be presented on Saturday, December 11.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Beautification Commission to recognize three Bedford businesses, Chamy Investments, Primrose School of Bedford and Homewood Suites Hotel for maintaining, improving, and/or keeping their property visually attractive to the community.

FISCAL IMPACT:

Funding: Beautification Fund

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE BEAUTIFICATION COMMISSION TO RECOGNIZE THREE BEDFORD BUSINESSES, CHAMY INVESTMENTS, PRIMROSE SCHOOL OF BEDFORD AND HOMEWOOD SUITES HOTEL, FOR MAINTAINING, IMPROVING, AND/OR KEEPING THEIR PROPERTY VISUALLY ATTRACTIVE TO THE COMMUNITY.

WHEREAS, the Bedford Beautification Commission has nominated Chamy Investments, Primrose School of Bedford and Homewood Suites Hotel, for the Business Recognition Award based on observations, discussions and comments of the Commission members; and,

WHEREAS, a Certificate of Recognition will be signed by the Mayor, the Community Services Department, and the Bedford Beautification Commission Chairperson; and,

WHEREAS, the awards will be presented on Saturday the 11th day of December 2010.

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

- SECTION 1. That the City Council does hereby authorize the Bedford Beautification Commission to award Chamy Investments a Certificate of Recognition for Overall Appearance and for being visually attractive to the community.**
- SECTION 2. That the City Council does hereby authorize the Bedford Beautification Commission to award Primrose School of Bedford a Certificate of Recognition for Superior Landscape and for being visually attractive to the community.**
- SECTION 3. That the City Council does hereby authorize the Bedford Beautification Commission to award Homewood Suites Hotel a Certificate of Recognition for Overall Appearance and for being visually attractive to the community.**

PASSED AND APPROVED this 23rd day of November 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:

- a) November 9, 2010 regular session
- b) November 11, 2010 joint work session
- c) November 16, 2010 special session

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Minutes

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in work session at 5:30 p.m., and regular session at 6:30 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 9th day of November 2010 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy W. Turner	

Constituting a quorum.

Roy Savage did not attend tonight's meeting.

Staff present included:

Beverly Queen	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Mirenda McQuagge-Walden	Managing Director of Community Services
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Story called the work session to order at 5:31 p.m.

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**

Council discussed placing the following item(s) on consent: 2(a) and 2(b), 6, 7, and 8.

- **Hear a follow up presentation by representatives of Torch Creative regarding preliminary adjustments and refinements to the selected logo and tagline for the City of Bedford.**

Councilman Fisher stated that he is really excited about what Torch has come up with. Mike Thurman and Brad Bishop of Torch Creative stated that they narrowed the direction down from what Council had chosen at the previous meeting. They refined things and have brought back the final logo and tag line concepts. The official colors will also be looked at as well. They first showed the original chosen concept and said that due to comments that it was too close to the "B" in the existing logo in terms of weight, they pulled the weight down to open up the circular aspect of the "B". This makes it more elegant and less bold but retains the original concept. They designed the "B" to stand on its own but to really lock it up, they decided hold it in a containing shape which re-emphasizes the center aspect and the letter "B". They also felt it was more formal to use all caps in the lettering for the logo and tagline. In addition, they presented the brand positioning statement for the tagline and a sample of brand extensions.

Council liked Options B and C as the logo concept and a third concept that had the dark letter B in Option A with the same containing shape as Option B. As far as the color scheme, Council was of the

consensus for Option 6, the “Blue on Blue” color concept. They will make a final decision on the logo at the next Council meeting. Council was also of the consensus to set up a joint meeting with all the City of Bedford Boards and Commissions to hear a presentation by Torch Creative and receive input on the new logo. The meeting will be held Tuesday, November 30 at 6:00 p.m. at the Old Bedford School.

- **Discussion regarding the future permanent early voting location by personal appearance in Bedford for municipal elections.**

City Secretary Michael Wells presented information regarding possible locations for the future permanent early voting location in Bedford and generally fielded questions.

Council was of the consensus to choose the new Bedford Public Library as the official permanent early voting location in Bedford for the official early voting location for the City of Bedford municipal elections. A resolution will be brought at the next meeting officially making the designation.

EXECUTIVE SESSION

To convene before the Regular Session, if time permits, in the conference room in compliance with Section 551.001 et. seq. Texas Government Code, to discuss the following:

- **Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code : Whisperwood Center Addition Block1 Lot 2.**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: Whisperwood Center Addition Block1 Lot 2 at approximately 6:20 p.m.

Council reconvened from Executive Session at approximately 6:36 p.m.

Council did not finish executive session and will convene again at the end of the meeting.

Council convened into Executive Session again at approximately 7:08 p.m.

Council reconvened from Executive Session at approximately 8:28 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the regular session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

Regular session began at 6:40 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Pastor Lincoln Webber, Embracing His Grace Ministries)

Pastor Lincoln Webber of Embracing His Grace Ministries gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Champney, seconded by Councilman Turner to approve the following item(s) by consent: 2(a), 2(b), 6, 7 and 8.

Motion approved 6-0-0. Mayor Story declared the motion carried.

COUNCIL RECOGNITION

1. Proclamation recognizing November 2010 as Pancreatic Cancer Awareness Month.

Mayor Story read a proclamation recognizing November 2010 as Pancreatic Cancer Awareness Month.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) **October 12, 2010 regular meeting**
- b) **October 19, 2010 regular meeting**

This item was approved by consent.

NEW BUSINESS

3. Public hearing and consider an ordinance to rezone property known as Tract 3A, Block 15, Stonegate Addition, Bedford, Texas from Light Commercial/ Specific Use Permit/ Banquet and Meeting Facilities to Light Commercial/Specific Use Permit/ Banquet and Meeting Facilities/Church. The property is generally located south of State Highway 183 and east of Brown Trail. (Z-206)

Economic Development Director Bill Syblon presented information regarding this ordinance. This ordinance is to add a church as an allowed use at the site. The applicant also wishes to operate a health and nutrition display as well as a hair salon. The church is the only use that requires a SUP. The building will be used as is with no modifications to the inside or outside. The applicant had originally submitted a SUP for Children's Daycare but removed it after questions from the Planning and Zoning Commission. They may resubmit this application in the future. The application was approved by a unanimous vote by P&Z with the following stipulations: that the landscape requirements are met, that the lighting not be taller than the screening fence, and if the applicant does come back with a request for a SUP for Children's Daycare that the application fee be waved.

Mayor Story opened the public hearing at 6:50 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Story closed the public hearing at 6:51 p.m.

The applicant, Jeremiah Johnson, stated he wanted to use the location for presentations and that the same space would be utilized for different purposes but that the uses would not be concurrent. Cooking classes would be held once or twice a month and the salon would be on the backside of the facility. Church would be held Sunday afternoons and Tuesday nights. They will have to comply with the City's sign regulations and that everything would be under one name, "The Life Center", as far as signage.

Mr. Syblon explained that the facility would not be tax exempt since the church is a tenant, not the owner.

Motioned by Councilman Turner, seconded by Councilman Brown, to approve an ordinance to rezone property known as Tract 3a, Block 15, Stonegate Addition, Bedford, Texas from Light Commercial/Specific Use Permit/Banquet and Meeting Facilities to Light Commercial/Specific Use Permit/Banquet And Meeting Facilities/Church specifically for the operation of The Life Center; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date.

Motion approved 5-1-0. Mayor Story declared the motion carried.

Voting in favor of the motion were: Mayor Story, Councilman Griffin, Councilman Champney, Councilman Turner, and Councilman Brown.

Against in opposition to the motion was: Councilman Fisher

4. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Section 1.2 Definitions, add a new and unlisted use for Micro-Winery Brew Pub to the City of Bedford Zoning Ordinance, Chapter 3, Section 3.1 Schedule of Permitted Uses, A-025.

Economic Development Director Bill Syblon presented information regarding this ordinance. Staff recently received an inquiry for the opening of a micro-winery in Bedford. Micro-winery is not currently a use in the zoning use table. Staff researched the request and brought forward this ordinance amendment for review by the Planning and Zoning Commission and the Council. TABC regulations had to be reviewed to see what would be allowed. It was determined that this type of use would be allowed in Bedford with the last local option election. The decision was made to also add Brew Pub as a use since that is treated similarly to Micro-Winery. As written, this use would be allowed in all commercial zoned districts with no added SUP regulations. This ordinance received unanimous approval at the October 14, 2010 Planning and Zoning Commission meeting.

Mayor Story opened the public hearing at 7:00 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Story closed the public hearing at 7:00 p.m.

Glenn Stokes, 1712 Ashbury Court, Bedford, TX 76021 – Mr. Stokes states that the building has been purchased and is at the corner of Blue Quail and Harwood. Renovations have begun to make the lower level as retail space. Their business will focus on Texas wines and cheeses.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve an ordinance amending the City of Bedford Zoning Ordinance, Section 1.2 Definitions, add a new and unlisted use for Micro-Winery Brew Pub to the City of Bedford Zoning Ordinance, Chapter 3, Section 3.1 Schedule of Permitted Uses, A-025.

Motion approved 6-0-0. Mayor Story declared the motion carried.

5. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Section 1.2 Definitions, add a new and unlisted use for Private Dog Park to the City of Bedford Zoning Ordinance, Chapter 3, Section 3.1 Schedule of Permitted Uses, A-026.

Staff has asked that this item be tabled. The public hearing was still held since it was posted and advertised. This item will be brought back at a future Council meeting.

Mayor Story opened the public hearing at 7:05 p.m.

Nobody chose to speak at tonight's public hearing.

Mayor Story closed the public hearing at 7:05 p.m.

Motioned by Councilman Champney, seconded by Councilman Turner, to table an ordinance amending the City of Bedford Zoning Ordinance, Section 1.2 Definitions, add a new and unlisted use for Private Dog Park to the City of Bedford Zoning Ordinance, Chapter 3, Section 3.1 Schedule of Permitted Uses, A-026.

Motion approved 6-0-0. Mayor Story declared the motion carried.

6. Consider a resolution accepting and awarding the bid to GST Public Safety Supply, L.L.C. of Grand Prairie, Texas, for the purchase of public safety uniforms and accessories.

This item was approved by consent.

7. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater.

This item was approved by consent.

8. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.

This item was approved by consent.

9. Council member reports

- **Mayor Story**
 - ✓ **Comments on the Nobuyuki Tsujii concert at Old Bedford School.**

Mayor Story wanted to comment on the concert given by the gold medalist in the Van Cliburn competition. Staff did a great job, particularly Billie Yahne in the Development Department. The concert was phenomenal and Mr. Tsujii was amazing. He believes this has helped build up a rapport with the Van Cliburn organization and hopefully more events like this can be held in the future.

Councilman Champney said the concert was absolutely outstanding. There was a full house and Mr. Tsujii did at least three or four encores. The event was very special and ties in with the cultural district concept.

10. City Manager report

City Manager Beverly Queen gave no report at tonight's meeting.

11. Take any action necessary as a result of the Executive Session.

No action was necessary as a result of Executive Session.

ADJOURNMENT

Mayor Story adjourned the meeting at 8:29 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in joint work session with the Parks and Recreation Board at 6:00 p.m. in the Bonnie Finn Room of the Bedford Public Library, 1805 L. Don Dodson Drive on the 9th day of November 2010 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy W. Turner	

Constituting a quorum.

Roy Savage did not attend tonight's meeting.

The following members of the Parks and Recreation Board were present:

Jeannette Cook	Chairperson
Lisa McMillan	
Charles Higginbotham	
Dewey Tenant	
Cathy Schneider	
Doug Allbach	
Alan Batjer	
Rochelle Ross	

Constituting a quorum.

Joy Henderson and Linda Flemming did not attend tonight's meeting.

Staff present included:

Beverly Queen	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Mirenda McQuagge-Walden	Managing Director of Community Services
Leigh Morgan	Deputy Director of Parks and Recreation

CALL TO ORDER/GENERAL COMMENTS

Mayor Story and Chairperson Cook called the meeting to order at 6:02 p.m.

WORK SESSION

- 1) **Discuss and review progress for Parks Master Plan.**

Deputy Director of Parks and Recreation Leigh Morgan stated she was excited to present what has been done so far with the Parks Master Plan. She introduced John Fain who is the consultant on the project. A copy of Mr. Fain's presentation is available in the City Secretary's Office.

Mr. Fain stated that tonight he wanted to present what has been done on the Plan and give Council and the Parks Board the opportunity to provide input, add or modify what has been done. He also wants to give an outline of where they are headed and what the timeline is. He wanted to emphasize that there is a difference between the Boys Ranch Master Plan and what is being shown tonight. This Plan is a broader overall, look at the City and its parks and is not as detailed as the Boys Ranch Master Plan. This is a planning project, not a design project and is not tied to any kind of funding or timeline. The end result is a tool to use over the next five years as decisions are made in park development and operations. In order to score as high as possible when trying to secure grants, the City must have a parks master plan in place approved by the state.

Mr. Fain then listed the accomplishments to date. The process started in June with the first meeting with the Parks Board. On July 1, a public workshop was held at the Old Bedford School where a lot of input was received. In July, a general survey and senior survey were distributed at the Boys Ranch, the Senior Recreation Center and on-line and they received a good amount of data from the surveys. In August, the results of the surveys were compiled. He then gave a general summary of the results.

The top six most important recreation programs ranked in order as follows: fitness classes, dog park, adult programs, biking, water exercise and arts.

The athletic facilities that should be added or expanded ranked in order as follows: baseball fields, practice fields, soccer fields, tennis courts, sand volleyball courts, and softball fields.

The recreation facility that should be added or expanded ranked in order as follows: Hike/bike trails, multi-purpose center, open space, shelters/pavilions, playgrounds, and indoor pool.

In answer to the question of should the city make it a priority to acquire more open space, the results were: 60.2% answered yes and 23.3% answered no.

In answer to the question of how the City should fund new park facilities, the answers ranked as follows: bond programs, the general fund and user fees.

In regards to the senior survey, the programs that are most important ranked in order as follows: walking, fitness classes, dance arts/crafts, rest areas/overlooks and aquatics.

From August through October, several more workshops were held with the Parks Board and they came up with an existing facilities map which will go into the Master Plan. The map shows the City facilities already in place and is critical in coming up with recommendations. From there, they then developed standards which are used to establish benchmarks for certain park facilities like pavilions, shelters, etc. The standards are then applied to the current population, the population five years out and the population ten years out. He compared the 2010 standards with the 1995 standards which was when the last master plan was developed. This information was compiled by looking at several other cities, the National Parks Association standards and with information from the Board and surveys. He then presented a draft framework plan based on these standards combined with what is currently in place to show the possibility for improvements in the park system.

Mr. Fain then presented goals and objectives which are very broad and general ideas for how the City wants to see the park system evolve over time but will not identify specific projects. The goals were as follows:

Goal 1: Develop a diversified parks system that satisfies the varied recreation needs of citizens and protect and enhance the quality of life in Bedford.

Goal 2: Create a system of pedestrian and bicycle linkages between residential neighborhoods, businesses, linear greenbelts, schools, public administrative facilities, and other activity centers, as an alternative to automobile transportation.

Goal 3: Preserve and protect Bedford's natural environment and native ecosystems to the greatest extent possible.

Goal 4: Provide for high quality image, landscape, and visual unity for the entire city through planning and expanding beautification efforts.

Goal 5: Use private, county, state and national resources as well as city resources to improve the park system.

Goal 6: Expand economic growth, improve the quality of life for citizens and promote economic development opportunities through parks, recreation and open space planning and programming.

Goal 7: Increase safety and reduce maintenance and operational costs throughout the park system.

Mr. Fain stated that the most important criteria in the Master Plan are the priorities set for the City. He has taken obvious boundary lines and split the city into three parks districts with different needs and separated by major thoroughfares. Each district is set up with separate priorities; so conceivably, the City could write three separate grants if desired. These priorities were evaluated from a number of resources including the results of the surveys, recommendations from the Parks Board and Council, current and projected demographics, existing land use and open space opportunities, City staff, available projected capital, Texas Parks and Wildlife criteria, and needs assessment findings. He stated that the establishment of priorities is essential, not only as a guide for the City's development, but it is also a requirement of Texas Parks and Wildlife. These priorities shall assure the state that Bedford is addressing its recreational needs in response to the findings of this document.

The priorities for District 1 - North ranked in order as follows: lake dredging, creek improvements, trails, overlook/interpretive area, disc golf, fishing pier, picnicking, playgrounds, dog park and sports/play fields.

In the Parks and Wildlife scoring packet, if the project sponsor has a locally adopted Parks and Wildlife approved plan that addresses the outdoor recreation needs, you get five points. Also, if you address the top three priorities, you get ten more points.

The priorities for District 2 – South ranked in order as follows: trails, land acquisition, sprayground, sand volleyball, picnicking, playgrounds, creek improvements, and tennis courts.

The priorities for District 3 – East ranked in order as follows: walking trails, creek improvements, land acquisition, sports/play fields, and playgrounds.

City-wide indoor priorities ranked in order as follows: walking track, gymnasium, weight room, floor exercise, meeting space, performing arts/cultural center, and senior center.

Mr. Fain explained that as top priorities are taken care of, lower priorities move up. He stated that the plan was highly oriented towards getting grants. In answer to how do you have a plan that meets grant criteria but not needs, he stated that those are listed in the goals and objectives section of the plan and that grants will free up money for other projects. The maximum grant amount is \$500,000 but the City must have a match.

Mr. Fain then explained what is left to do in the process. The text for the Plan should be completed for review by City staff and Council by November 24. There will be one more meeting with the Parks Board on December 2 and a resolution adopting the Master Plan will be submitted to the Council at their meeting on December 14. This resolution must be included in the Plan. The Plan must be submitted in December, 60 days before the grant application. He will be working on the grant application January and February. A work session to finalize the grant will be held with the Parks Board on February 2 and the

Council will have to hold a public hearing and have a second resolution to approve the grant application in February. Once they have submitted the application, the City will not hear anything for six months.

The City would have three years to spend the grant funds, though they can request an extension. Within three years, if the City has not finished the project, the City would not be allowed to apply for any more grants until it is finished. The chances for getting a grant are based on how competitive the City is, how well the grant is written, how much money is there and who they are competing against. The City can apply for a grant every six months. The City must be willing to commit to the funds, so they must show that they have the reserves available to fund it. The grant is a reimbursement grant and you can get reimbursed as you spend it and you can actually use the reimbursement to spend again. For right now, the plan is to just write a grant for the Boys Ranch.

The Council and the Parks and Recreation Board had no changes for the Parks Master Plan at this time. Staff asked that any feedback be submitted before Thanksgiving so it can be incorporated into the text. The plan is to go before the Parks Board on December 2, incorporate any changes from that and to have the full, proposed document before Council at the December 7 meeting.

ADJOURNMENT

Mayor Story and Chairperson Cook adjourned the meeting at 7:20 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in special session at 6:00 p.m. in the Bonnie Finn Room of the Bedford Public Library, 1805 L. Don Dodson Drive, Bedford, Texas, on the 16th day of November 2010 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Roy W. Turner	
Ray Champney	
Roger Fisher	
Jim Griffin	

Constituting a quorum.

Roy Savage did not attend tonight's meeting.

Staff present included:

Megan Jakubik	Assistant City Secretary
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CALL TO ORDER

Mayor Story called the meeting to order at 6:00 p.m.

SPECIAL SESSION

1) Interviews for annual appointments to boards and commissions.

Council members conducted interviews with applicants for appointment to boards and commissions.

2) Council discussion, if necessary, regarding annual appointments to boards and commissions.

Council generally discussed the appointment of members to boards and commissions. Appointments will be made at a future Council meeting.

ADJOURNMENT

Mayor Story adjourned the meeting at 7:44 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



COUNCIL AGENDA BACKGROUND

PRESENTER:

William Syblon, Development Director
Christopher Bonilla, Star Car Wash

ITEM:

Public hearing and consider an ordinance to rezone property known as Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash. The property is generally located west of Industrial Boulevard and north of State Highway 183. (Z-207)

DISCUSSION:

This is a new car wash development that will be a one story, 100% masonry, fully automated, single bay, with a covered vacuum area. This is a new fully automated car wash concept which will employ six full-time employees. The hours of operation will be 8 a.m. to 6 p.m.

The parcel is a 1.086 acre site. The entrance to the site will be a shared driveway with the adjacent southern business, Goodwill Industries.

Renee Drive is located west of this development, and is an undeveloped roadway in the old Oak Grove Estates Addition. The escrow funds were waived for the construction for Renee Drive because there was no access proposed to it.

The Planning and Zoning Commission recommended approval of this item at their October 28, 2010 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone property known as Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash. (Z-207)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Minutes of Planning and Zoning Commission Meeting of October 28, 2010
Zoning Change Application
Zoning Map of Referenced Property
8 ½ x 11 drawings

ORDINANCE NO. 10-

AN ORDINANCE TO REZONE PROPERTY KNOWN AS LOTS 7A, 8A, 28, 29 30 BLOCK 2, OAK GROVE ESTATES ADDITION, BEDFORD, TEXAS FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/COIN OPERATED CAR WASH SPECIFICALLY FOR THE OPERATION OF THE STAR CAR WASH, DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-207)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended to rezone property known as Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash. The property is generally located west of Industrial Boulevard and north of State Highway 183.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, located in the City of Bedford, Tarrant County, Texas, shall be shown as approved by this ordinance.

SECTION 2. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this zoning change approval. Any revisions to the property that deviates from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 3. That from and after the final passage of this ordinance and the land described herein shall be subject to the regulations and uses to that from and after the final passage of this ordinance the land described herein shall be subject to the regulations and uses to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash (for the use and operation of the Star Car Wash).

SECTION 4. This Ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. It is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or 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 in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. Any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this Ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

PRESENTED AND PASSED on this 23rd day of November 2010 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 28, 2010**

DRAFT

REGULAR SESSION

CALL TO ORDER

Chairman Lambert called the meeting to order at 7:00 p.m.

INVOCATION

Commissioner Reese gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. Consider approval of the Planning and Zoning Commission meeting minutes.

a) October 14, 2010 Regular Meeting

Motion: Vice Chairman Davisson made a motion to approve the meeting minutes of October 14, 2010 correct as written.

Commissioner Reese seconded the motion and the vote was as follows:

Ayes: Commissioners Reese, East, Carlson, Smeltzer, Vice Chairman Davisson
Chairman Lambert

Nays: None

Abstention: Commissioner Stroope

Chairman Lambert declared the motion approved.

PUBLIC HEARING

2. Zoning Case Z-207, public hearing and consider request of Christopher Bonilla, to rezone properties known as Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Coin Operated Car Wash. The property is generally located west of Industrial Boulevard and north of State Highway 183.

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed Zoning Case Z-207. Mr. Boutwell stated the landscape exhibit still needed to be updated with a detailed landscape table noting landscape credits.

Chairman Lambert recognized Christopher Bonilla, 8540 Charleston Avenue, Fort Worth Texas and Paul Moon, 7009 Cole Court, Colleyville, Texas who were there to represent the application.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 28, 2010**

DRAFT

Chairman Lambert opened the public hearing, and there being no one to speak, closed the public hearing.

The Commission discussed the application.

Motion: Vice Chairman Davission made a motion to approve Zoning Case Z-207, with the stipulation: The applicant provides a detailed landscape table; and the engineering comments be addressed in the construction plans.

Commissioner East seconded the motion.

Motion approved 7-0-0. Chairman Lambert declared the motion carried.

- 3. Replat Case R-062, request of Christopher Bonilla, to replat Lots 7A, 8A, 9A, 28, 29, 30, Block 2, Oak Grove Estates Addition to Lot 7R, Block 2, Oak Grove Estates Addition. The property is generally located west of Industrial Boulevard and north of State Highway 183.**

Chairman Lambert recognized Consultant City Planner Dan Boutwell who reviewed Replat Case R-062.

Chairman Lambert recognized Christopher Bonilla, 8540 Charleston Avenue, Fort Worth, Texas and Paul Moon, 7009 Cole Court, Colleyville, Texas who were there to represent the application.

Chairman Lambert opened the public hearing, and there being no one to speak, closed the public hearing.

The Commission discussed the application.

Motion: Vice Chairman Davission made a motion to approve Replat Case R-062 with the stipulation: Escrow funds for the development of Renee Drive were waived.

Commissioner Reese seconded the motion.

Motion approved 7-0-0. Chairman Lambert declared the motion carried.

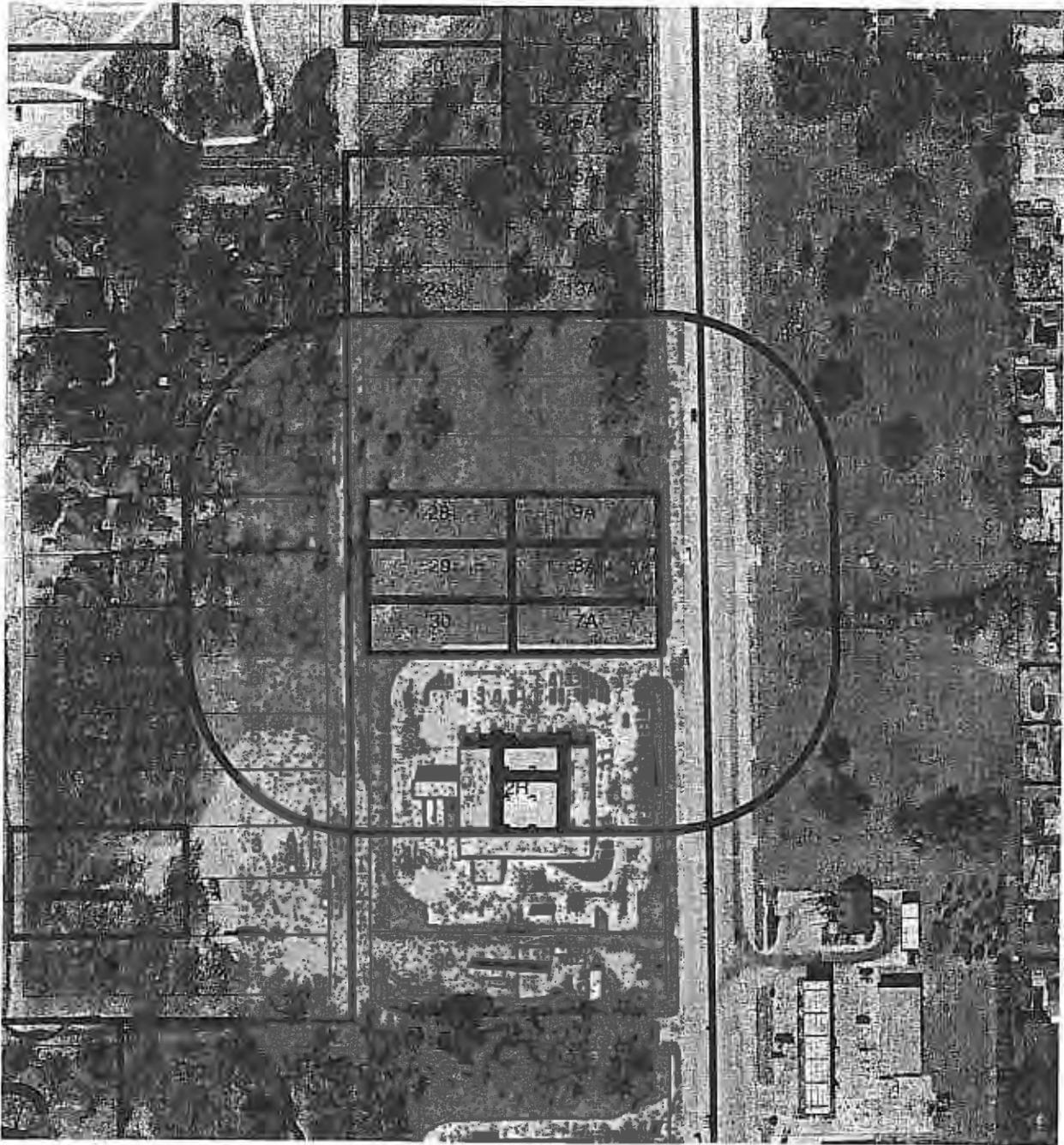
NEW BUSINESS

- 4. Consider Canceling Planning and Zoning meetings of November 25, 2010, and December 23, 2010 due to holidays.**

Motion: Commissioner Smeltzer made a motion to cancel the Planning and Zoning meetings scheduled for November 25, 2010 and December 23, 2010.

Commissioner East seconded the motion and the vote is as follows:

Motion approved 7-0-0. Chairperson Lambert declared the motion approved.

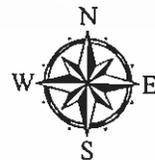


Hearing
Date: 10-28-10 Z-207

Addresses: 2325 RENEE DR, 2401 RENEE DR.
2405 RENEE DR, 679 N. INDUSTRIAL BLVD
687 N. INDUSTRIAL BLVD
Addition: OAK GROVE ESTATES
Bedford, TX 76021

SUBNUM: BLOCK: 2 LOTS: 7A, 8A, 9A, 28, 29, 30

City of Bedford, Texas



-  Parcel Boundary
-  Subject Parcel and Buffer



COUNCIL AGENDA BACKGROUND

PRESENTER:

Maria Redburn, Library Manager

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Library Design Systems, Inc to move the contents of the Bedford Public Library in the amount of \$11,086.

DISCUSSION:

The bid to move the Bedford Public Library was advertised in the Fort Worth Star-Telegram on Saturday, October 30 and November 6. Moving companies were given the option to bid two individual packets or to bid all as one lump sum. Six companies attended the mandatory pre-bid meeting on Monday, November 8. Companies were given a tour of the Library, walked through bid packet requirements and given a tour of the new Library.

Four bids were submitted to the move the contents of the Bedford Public Library and one bid included moving the two bronze sculptures. Library Design Systems submitted the lowest reasonable bid for Package A in the amount of \$11,086 to move the contents of the Bedford Public Library. The bid is well below the \$60,000 approved in the Supplemental Budget due to the fact that staff is pre-packing boxes and no furniture or shelving has to be disassembled, moved and re-assembled.

The bid submitted by Suddath to move the two bronze sculptures in Package B was disqualified since the executed contract was not included in their bid documents. No other companies submitted bids for this package. City Staff will obtain quotes to handle this move item separately.

With over 27 years of experience, Library Design Systems was the most experienced library moving company to submit a bid. Their list of satisfied public library customers included Duncanville, Haltom City, Houston Lewisville, North Richland Hills, Rockwall County and Watagua.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Library Design Systems, Inc to move the contents of the Bedford Public Library in the amount of \$11,086.

FISCAL IMPACT:

The fiscal impact of \$11,086 will be taken from the Supplemental approved for FY 10-11.

ATTACHMENTS:

Date: 11/23/10

_____ City Manager Review

**Resolution
Contract
Bid Tabulation**

Date: 11/23/10

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LIBRARY DESIGN SYSTEMS, INC TO MOVE THE CONTENTS OF THE BEDFORD PUBLIC LIBRARY IN THE AMOUNT OF \$11,086.

WHEREAS, the City of Bedford voters approved the construction of a new Bedford Public Library in the bond election of November 2001; and,

WHEREAS, the moving the contents of the current Library is necessary for the operation of the new Bedford Public Library; and,

WHEREAS, the City Council of Bedford, Texas has approved a contract with Library Design Systems, Inc to move the Bedford Public Library.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Library Design Systems, Inc to move the Bedford Public Library in the amount of \$11,086.

SECTION 2. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 23rd day of November 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

J.1
CONTRACT

STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of ____ in the year ____ by and between the City of Bedford (hereinafter called OWNER) and

LIBRARY DESIGN SYSTEMS, INC.

of the City of HOUSTON County of HARRIS, State of TEXAS (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. New Bedford Public Library Moving Services

The PROJECT for the WORK detailed under SUMMARY OF WORK is generally identified as the following:

Type: Moving Services for Bedford Public Library

Bid Reference No. BPL111510

Total Bid \$ 11,086.00/KY INCLUDING BONDING

Article 2. CONTRACT TIME

2.1. This contract will be in effect beginning _____ of the contract execution.

Article 3. CONTRACT PRICE

3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR'S bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on an hourly rate quoted in the bid document.

Article 4. PAYMENT PROCEDURES

4.1 Payment to CONTRACTOR will be after satisfactory completion of schedule work or OWNER authorized work and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.
- 5.2. CONTRACTOR has correlated results of all such observations and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.3. SUBCONTRACTING

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between a subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State District Courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Request For Bids
- 8.2 Bid Form
- 8.3 Standard Form of Agreement

Article 9. INDEMNIFICATION

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and selected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this contractor, without regard to whether such persons are under the direction of City agents or employees.

J.3

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective on the _____ day of _____ of _____.

OWNER:

CITY OF BEDFORD

2000 FOREST RIDGE
BEDFORD, TEXAS 76021

CONTRACTOR:

LIBRARY DESIGN SYSTEMS, INC.

Address: 7999 HANSEN RD. #304

City: HOUSTON

State & Zip: TEXAS, 77061

By: _____

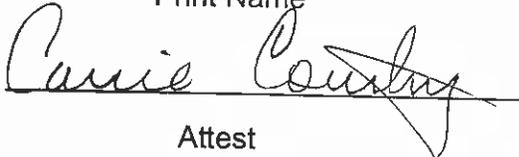
Print Name

Attest

By: 

ROBERT G. WILLIAMS

Print Name



Attest

713.869.4075

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approve as to Form and Legality this _____ day of _____, 200__.

OWNER'S Attorney

CONTRACTOR'S Seal (if incorporated)

Bedford Public Library
Moving Bid Tabulation

Company	Package A	Package B	Total Bid
EDC Moving Company	\$12,743	0	\$12,743
Library Design Systems	\$11,086	0	\$11,086
Suddath—Disqualified No Executed Contract	\$23,966	\$3,300	\$27,266
Total Office Solutions	\$13,877	0	\$13,877

Package A—Moving contents of Bedford Public Library to the new location.

Package B—Moving two bronze sculptures from Bedford Public Library and Old Bedford School to new location.



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Shelton, Public Works Superintendent

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Durable Specialties, Inc. in the amount of \$415,900 for the City-Wide Traffic Signalization Improvements.

DISCUSSION:

On January 14, 2010, Staff was notified by the Comptroller of Public Accounts Office that the City of Bedford has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 through the State Energy Conservation Office. This grant project is intended to further improve the traffic signal system by developing coordinated signal timing plans, improving infrastructure, and a creation of a Traffic Management Center to continually improve circulation within the City.

This agreement provides for the third phase of the project. The Motorola Wireless Broadband and Communication System was the first phase; the Advanced Traffic Management System Equipment won by Paradigm Traffic Systems was the second phase. This phase will provide the field installation of equipment provided in the second phase as well as fabricated structural items provided in this third phase. Up to 27 intersections will be included in the signal system communications design and signal timing optimization phases of this project:

Bedford Road and Brown Trail
Bedford Road and Ravenswood Drive
Bedford Road and Forest Ridge Drive
Bedford Road and Barr Drive
Bedford Road and Central Drive
Bedford Road and Murphy Drive
Bedford Road and Martin Drive
Harwood Road and Blue Quail Drive
Harwood Road and Brown Trail
Harwood Road and Spring Valley (Depending on results of traffic signal warrant analysis, this intersection may be eliminated)
Harwood Road and Shady Brook Drive
Harwood Road and McClain Street/David Drive
Harwood Road and Forest Ridge Drive
Harwood Road and Central Drive
Harwood Road and Murphy Drive
Harwood Road and Martin Drive
Forest Ridge Drive and Lincolnshire Drive
Forest Ridge Drive and Schumac Lane
Forest Ridge Drive and Pipeline Road
Central Drive and Schumac Lane
Central Drive and Central Park Boulevard

Central Drive and L. Don Dodson Drive
Central Drive and Cummings Drive
Murphy Drive and Martin Drive/L. Don Dodson Drive
Martin Drive and Cummings Drive
Cheek Sparger Road and Wal-Mart Drive
Forest Ridge and RD Hurt Parkway/David Drive (Depending on results of traffic signal warrant analysis, this intersection could be signalized and added to the communication design and signal timing tasks)

This system will allow for synchronization of the signals as well as notify the Center of any operating problems that might occur with the signal controls at the intersections. It will allow the signals to be controlled from the Center. The lowest responsible bid for this third phase was submitted by Durable Specialties, Inc. The Republic ITS (a Siemens Industry, Inc. subsidiary) comparable bid was \$488,205.50.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Durable Specialties, Inc. in the amount of \$415,900 for the City-Wide Traffic Signalization Improvements.

FISCAL IMPACT:

Funding of \$415,900 for this contract will come from the ARRA Grant and the City of Bedford Match.

ATTACHMENTS:

Resolution
Agreement
Bid Tabulation
Total Project Spending Summary

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DURABLE SPECIALTIES, INC. IN THE AMOUNT OF \$415,900 FOR THE CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS.

WHEREAS, the City Council of Bedford, Texas has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 (ARRA) through the State Energy Conservation Office; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for proceeding with these improvements.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an agreement with Durable Specialties, Inc. in the amount of \$415,900 for the City-Wide Traffic Signalization Improvements.

SECTION 2. That funding of \$415,900 for this contract will come from the ARRA Grant and the City of Bedford Match.

PASSED AND APPROVED this 23rd day of November 2010, by a vote of ____ayes, ____nays and ____abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid Reference Number: TSG-01-10

For

**CITY-WIDE TRAFFIC SIGNALIZATION
IMPROVEMENTS
CITY OF BEDFORD,
TARRANT COUNTY, TEXAS**



**PREPARED BY:
KIMLEY-HORN AND ASSOCIATES, INC.**

TBPE REGISTRATION NO. F-928

OCTOBER, 2010

CITY OF BEDFORD

REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for the construction and installation of various CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS.

Designate on the front, lower left hand corner of your response envelope, the following:

Bid Reference Number: TSG-01-10
Subject:
CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS

Bid Closing Time:

TUESDAY, NOVEMBER 9, 2010, 10:00 AM

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope (Do not place quoted prices on the outside of the envelope):

Total Cost: (BASE BID) \$ 415,900.00 _____

Total Cost: (ALTERNATE BID) \$ None _____

Bidders Name: Durable Specialties, Inc.

Authorized Signature: _____

Date: 11-9-10

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SCOPE OF SERVICES

The selected Bidder will be required to construct, furnish and/or install elements of the traffic signal system as specified in the accompanying plans, specifications and general notes. Special Provisions and Special Specifications provided in Appendix A. Bidder is to complete Construction Bid Proposal for the construction of the proposed traffic signal improvements. Additionally, Bidder will be required to abide by federal reporting requirements and standards as described in Appendix B documentation.

NOTICE TO BIDDERS

Sealed proposals will be received by the City of Bedford, Texas in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX 76021 until 10:00 A.M., **Tuesday, November 9, 2010**. The selected Bidder will be required to construct, furnish and/or install elements of the traffic signal system as specified in the accompanying plans, specifications and general notes. Bidder is to complete Bid Proposal for the construction of the proposed traffic signal improvements.

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS CITY OF BEDFORD, TEXAS

As described in the bid documents, at which time they will be publicly opened and read aloud in the Public Works Conference Room. Any bid received after 10:00 A.M. will be returned unopened.

A pre-bid meeting is scheduled for **Thursday, October 28, 2010 at 10:00 A.M.** in the Public Works Conference Room. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below by 5:00 p.m., local time, on **Friday, October 29, 2010**. Questions received after the stated deadline will not be answered.

Electronic submissions by e-mail will be accepted at Bill.Shelton@ci.bedford.tx.us.

Responses to questions will be e-mailed to all interested parties by **Tuesday, November 2, 2010**.

Copies of the contract documents are on file at the City of Bedford Public Works Department, 1813 Reliance Parkway, Bedford, Texas 76021 and are open for public inspection. The telephone number is (817) 952-2200. Copies of the contract documents can be obtained from the City of Bedford Public Works Department. For additional information, you may contact Bill Shelton at (817) 952-2220.

A cashier's check or acceptable bidder's bond payable to the City of Bedford, Texas in the amount of not less than 5% of the largest possible total for the bid submitted, must accompany the bid.

In the case of ambiguity or lack of clearness in the prices of the proposal, the City reserves the right to accept the most advantageous contract thereof to the City, or to reject the proposal.

The City reserves the right to reject any or all bids and waive any or all informalities. No bid may be withdrawn until the expiration of ninety-days from the date the bids are opened.

Advertisement Dates: Friday, October 15, 2010 and Friday, October 22, 2010

INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in the Public Works Office, 1813 Reliance Parkway, Bedford, Texas 76021 until the bid submission deadline (closing time and date) as stated in the Notice to Bidders. Bid responses received after the closing time and date will be returned to the sender unopened.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

4. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

5. **LATE BIDS**

The City of Bedford is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Public Works Office shall be the official time of receipt

6. **IDENTICAL BIDS**

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

7. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

8. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

9. BID AMBIGUITY

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

11. MODIFICATIONS AND AMENDMENTS

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

12. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

13. DISQUALIFICATION OF BIDDER(S)

Any bidder(s) may be disqualified and their bid not considered for award by any the following specific reasons:

- a. The bidder is party to any litigation against the City of Bedford, Texas.
- b. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Bedford, Texas, or with another party for the same or similar kinds of work.
- c. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.

14. PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

15. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

16. **RESPONSE FORM TO BE USED**

The bid proposal must be submitted on the form provided herein.

17. **MATERIAL SAFETY DATA SHEETS (MSDS)**

Each bid shall include an MSDS for the product quoted, if applicable.

18. **PAYMENT**

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

19. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this service or a similar product. The City reserves the right to contact previous clients of the Bidder in addition to references provided.

20. **SPECIFICATION CLARIFICATION**

For clarification of these specifications, please contact Bill Shelton at (817) 952-2220.

21. **NON-DISCRIMINATION**

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

22. **ADDENDUM**

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

23. **WARRANTY**

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

24. **CONTRACT TIME AND LIQUIDATED DAMAGES**

The City will expect to issue a notice to proceed for the construction on or about December 1, 2010. All the contracted work shall be completed within 150 calendar days following the notice to proceed.

The Contractor further agrees to pay as liquidated damages, the sum of **\$1,000.00** for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of **\$1,000.00** per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

25. **AWARD OF CONTRACT**

The City reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder whose bid is most advantageous to the city, price and other factors considered.

Award will be based upon an analysis of the following criteria:

- a. Bid price, which may not necessarily be the lowest bid depending on the criteria listed below.
- b. Bidders ability to produce the goods or services requested, in a timely manner base upon reference responses to the contractor's capabilities on present and previous projects.
- c. Performance on similar contracts similar in size and scope of work within the past (3) years.
- d. Bidder's perceived understanding of the purchaser's needs.

To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, three (3) customer references for similar projects, including name of customer, telephone number and individual to contact. Use governmental agencies as references, if available.

BONDS, INSURANCE & INDEMNITY

BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Bedford, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

=====
NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES_____ NO_____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____% lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are not required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract / subcontract work, revocation of permits and / or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

GENERAL PROVISIONS

The General Provisions for this project shall be in accordance with Part I of the Standard Specifications for Public Works Construction – North Central Texas, published by the North Central Texas Council of Governments (NCTCOG) (Current Edition), which are specifically incorporated herein and made a part of this agreement the same as if written herein.

GENERAL NOTES

TRAFFIC SIGNAL IMPROVEMENTS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS:

Adopted by the Texas Department of Transportation June 1, 2004. Standard specifications are incorporated into the contract by reference.

Item 104	Removal of Concrete
Item 416	Drilled Shaft Foundations (421)(427)(440)(448)
Item 420	Concrete Structures
Item 500	Mobilization
Item 502	Barricades, Signs, and Traffic Handling
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls (432)(556)
Item 531	Sidewalks (360)(420)(421)(440)
Item 610	Roadway Illumination Assemblies (441)(442)(445)(446)(449)(620)
Item 618	Conduit (400)(445)(476)(622)
Item 620	Electrical Conductors (610)(628)
Item 624	Ground Boxes (421) (440)
Item 628	Electrical Services (441)(445)(449)(618)(620)(627)(656)
Item 636	Aluminum Signs
Item 644	Small Roadside Sign Supports and Assemblies (421) (440) (441) (442)(445) (634) (636) (643) (656)
Item 666	Reflectorized Pavement Markings (677)(678)
Item 668	Prefabricated Pavement Markings (678)
Item 677	Eliminating Existing Pavement Markings and Markers (300)(302)(316)
Item 678	Pavement Surface Preparation for Markings (677)
Item 680	Installation of Highway Traffic Signals (610)(625)(627)(634)(636)(656)
Item 681	Temporary Traffic Signal Construction (628)(680)
Item 682	Vehicle and Pedestrian Signal Heads
Item 684	Traffic Signal Cables
Item 686	Traffic Signal Pole Assemblies (Steel) (416)(421)(441)(442)(445)(449)
Item 687	Pedestal Pole Assemblies (445)(449)(656)
Item 688	Pedestrian Detectors and Vehicle Loop Detectors (618)(624)(682)(684)

SPECIAL PROVISIONS:

Special Provision "Partnering" (000---002)

Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 112246)" (000---004)

Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" (000---006)

Special Provision "Certification of Nondiscrimination in Employment" (000---009)

Special Provision "Notice of Changes to US Department of Labor Required Payroll Information" (000---1483)
Special Provision "Important Notice to Contractors" (000---1580)
Special Provision "On-the-Job Training Program" (000---1676)
Special Provision "Disadvantaged Business Enterprise in Federal Aid Contracts" (000---1966)
Special Provision "Definition of Terms" (001---015)
Special Provision "Measurement and Payment" (009---009)
Special Provision "Hydraulic Cement Concrete" (421-035)
Special Provision "Reinforcing Steel" (440---002)
Special Provision "Metal for Structures" (442---016)
Special Provision "Mobilization" (500---005)
Special Provision "Barricades, Signs and Traffic Handling" (502---033)
Special Provision "Temporary Erosion, Sedimentation and Environmental Controls" (506---010)
Special Provision "Electrical Conductors" (620---001)
Special Provision "Electrical Services" (628---001)
Special Provision "Aluminum Signs" (636---014)
Special Provision "Vehicle and Pedestrian Signal Heads" (682---001)
Special Provision "Pedestal Pole Assemblies" (687---004)
Special Provision to Special Specification "Video Imaging Vehicle Detection System" (6266-017)

SPECIAL SPECIFICATIONS:

6007 Removing Traffic Signals
6266 Video Imaging Vehicle Identification System (Install Only)
8368 Preparation of Existing Conduits, Ground Boxes or Manholes

Traffic control is required on all streets in the project, and will be provided by the contractor at no separate pay. Streets may not be completely closed unless authorized by the City of Bedford Public Works Department.

DESCRIPTION

This document covers furnishing all materials, tools, equipment, and labor required to construct Traffic Signal Improvements at the locations shown on the plans in the City of Bedford, Tarrant County, Texas for the Owner (City of Bedford) and for which the contractor shall be compensated in accordance with the various unit prices bid applied to measured quantities of completed work in the field.

The City of Bedford is procuring the equipment and services necessary to construct an Advanced Traffic Management System (ATMS) that will be used to monitor and control all City maintained intersections. Some equipment will be procured under a separate purchase agreement and installed by a licensed contractor, while other equipment will be furnished and installed by the same or separate contractor.

The City of Bedford has procured separately the following equipment and the CONTRACTOR of this project will install and make operational:

- Traffic Signal Controller and Cabinet Assembly (TS-2) with battery back-up systems
- Video Imaging Vehicle Detection System (VIVDS)
- Video Servers
- Ethernet switches (City will configure)

The City of Bedford will procure the complete services for the following equipment to be provided by others:

- Wireless Ethernet radio system

The construction, operation and maintenance of this proposed project shall be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

SCOPE OF WORK

The CONTRACTOR'S work will consist of the following principle items:

1. Coordinating with City Staff on necessary reporting requirements for SECO Grant. Reporting requirements will primarily include submitting Form WH-347 on a weekly basis.
2. Installing and testing of traffic signal controller and cabinet assemblies (NEMA TS-2 Type 1), including battery back-up systems
3. Removing and salvaging traffic signal hardware and control equipment.
4. Verifying the usability of the existing conduit infrastructure
5. Furnishing and installing ground boxes and conduit at locations shown in the plans.
6. Furnishing and installing new traffic signal cable at locations shown in the plans.
7. Providing all required construction work zone traffic control.
8. Furnishing and installing all concrete and reinforcing steel for traffic signal controller cabinet and pole foundations.
9. Installing VIVDS hardware and software at various locations.
10. Installing, integrating and/or testing hardened Ethernet switches and video servers (where applicable) necessary for communication to traffic signal cabinets from the ATMS control software through the wireless Ethernet radio system. City will configure Ethernet switches

GENERAL

The CONTRACTOR shall notify Mr. John Kubala, City of Bedford Director of Public Works, at (817) 952-2248 to schedule a preconstruction meeting for this project.

The CONTRACTOR shall clean up and remove from work area all loose material resulting from the contract operations each day before work is suspended.

Any obstruction to existing drainage due to the CONTRACTOR's operations will be removed by the CONTRACTOR as required by the City at the CONTRACTOR's entire expense.

The CONTRACTOR shall coordinate electrical services with Randy Crelia at ONCOR (817-858-2579) or appropriate representatives according to their respective area. All electrical work shall be in accordance with the National Electrical Code.

Erection of poles, luminaries and structures located near any overhead or underground utilities shall be accomplished using established industry and utility safety practices. The CONTRACTOR shall consult with the appropriate utility company prior to beginning such work.

The CONTRACTOR's attention is directed to the possible presence of several underground utilities including telephone, TV cable, fiber optic cable, gas, etc. on the right of way on this project. It is the responsibility of the CONTRACTOR to contact the City of Bedford, the utilities companies with the utilities in the area and 1-800-DIG-TESS (1-800-344-8377) for exact locations at least 48 hours in advance of drilling or digging.

The CONTRACTOR shall take extreme care when excavating or drilling in the vicinity of utilities. The CONTRACTOR may be required to probe or expose these facilities. The CONTRACTOR will be responsible for damages to utilities if the damage is caused by negligence or failure to have locates performed.

All shop drawings, working drawings or other documents which require review by the Engineer shall be submitted by the CONTRACTOR sufficiently in advance of scheduled construction to allow no less than thirty (30) calendar days for review and response by the Engineer.

If any overhead or underground power lines need to be de-energized, the CONTRACTOR shall call the power company to do this work. Any cost associated with de-energizing the power line and/or any other protective measures required shall be at the CONTRACTOR's expense.

The CONTRACTOR shall permit all work to be inspected by the City for compliance with the plans and specifications. The CONTRACTOR shall notify the City at least 4 business days prior to performing any work on this project.

The CONTRACTOR shall not place pedestrian crosswalk and stop bar pavement markings until pedestrian signals and push buttons are installed and operational.

City of Bedford will provide the following items to the CONTRACTOR for each location as specified in the plans:

- Traffic Signal Controller and Cabinet Assembly
- Battery Backup System
- Video Imaging Vehicle Detection System (VIVDS)
- Video servers (where applicable)
- Ethernet switches

CONTRACTOR to coordinate pick up of items a minimum of 48 hours in advance of construction. Contact Mr. Bill Lankford at (817) 952-2251.

Communication equipment will be furnished and installed by others.

For the purpose of clarification, any reference to TxDOT and/or Department within the special provisions or special specifications shall mean the City of Bedford.

SIGNAL TECHNICIAN

A signal technician from the City of Bedford shall be present when the signals are placed into operation. The CONTRACTOR shall notify Mr. Bill Lankford approximately 48 hours in advance of the turn on.

TEST PERIOD FOR SIGNALS

Once the permanent signals have been installed and placed in operation, they shall operate continuously for a minimum of 30 calendar days in a satisfactory manner. Equipment failures during these 30 days will cause the test period to start over.

DRILLED SHAFT FOUNDATIONS (TXDOT ITEM 416)

No mast arm poles shall be placed on the foundations prior to seven (7) days following placement of concrete.

The dimensions shown on the plans for location of signal foundations, conduit and other items may be varied to meet local conditions, subject to approval by the City.

The CONTRACTOR shall notify the city's designated project inspector at least 48 hours before placing concrete. Cylinders shall be made for testing by a third party geotechnical firm. Copies of the test results shall be submitted to the City for approval.

Provide a smooth finish for all portions of drill shafts extending above proposed ground. All exposed signal pole and controller foundations shall receive a Class C finish as per TxDOT Item 427. Include cost for this work in the unit bid price for this item.

The CONTRACTOR shall probe before drilling foundations to determine the location of utilities and structures. Foundations shall be paid for once regardless of extra work caused by obstructions.

TY A concrete shall be used for non-reinforced foundations. TY C concrete shall be used for reinforced foundations.

BARRICADES, SIGNS AND TRAFFIC HANDLING (TXDOT ITEM 502):

Road and streets shall be kept open to traffic at all times. The CONTRACTOR shall, unless otherwise directed by the City, arrange the work in the roadway so as to close only one lane of a roadway at a time. All construction operations shall be conducted to provide the least possible interferences to traffic as provided in the specifications and/or as directed by the City.

The CONTRACTOR shall arrange the installation of signals, poles and conduit so as to permit the continuous movement of the traffic in both directions at all times. A preconstruction conference including City staff shall outline intersection construction phases.

No lane closures will be allowed prior to **9:00** a.m. or after **3:30** p.m., Monday through Friday unless otherwise directed by the project inspector.

The CONTRACTOR shall coordinate with the City to determine proper off-peak times during which signals will be out of operation. Proper traffic control should be coordinated with the City staff and City Police Department.

The Traffic Control Plan (TCP) for this project shall be as detailed on standard plan sheets WZ(BTS-1)-03 & WZ(BTS-2)-03, and as provided for in the latest edition of "Texas Manual on Uniform Traffic Control Devices for Streets and Highways".

TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (TXDOT ITEM 506)

Erosion control devices shall be installed as needed in coordination with the work progress, or as directed by the City.

SIDEWALKS (TXDOT ITEM 531)

This item covers the construction of Curb Ramps with truncated dome pavers or "Amor-Tile Inserts" for detectable warning, installed to the line and grade shown on the plans and as directed by the Owner's Project Representative in the field at the time of construction. Measurement shall be by the square foot of completed and accepted ramp in place, and will be paid for at the unit price bid per square foot in the proposal, and shall be full compensation for furnishing all labor and materials required for construction of the curb ramp section.

CONDUIT (TXDOT ITEM 618)

Underground conduit for cable shall be PVC. All couplings and connections shall be tight and waterproof.

A continuous bare insulated copper wire no. 6 or larger shall be installed in every PVC conduit throughout the electrical system in accordance with the electrical detail sheets and the latest edition of the National Electrical Code.

PVC conduit shall be heavywall schedule 40, unless otherwise specified by the Engineer.

All conduit elbows and rigid metal extensions required to be installed on PVC conduit systems will not be paid for separately, but will be considered subsidiary to various bid items.

Conduit to be placed under existing pavement shall be placed at a minimum depth of 2 feet below the pavement surface. If it is determined by the Project Inspector that it is impractical to place conduit by jacking or boring, the open trench method may be used, when approved, at no additional expense to the owner. In the event that the open trench method is used, the trench shall be backfilled and surface restored to a condition acceptable to the Project Inspector.

The location of conduits and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Secure permission and approval from the proper authority prior to cutting into or removing any sidewalks or curbs for installation of this Item.

Seal all conduit ends with a permanently soft, non-toxic duct seal. Use a duct seal that does not adversely affect other plastic materials or corrode metals.

Furnish and install a non-metallic pull rope in conduit runs in excess of 50 feet. Furnish and install non-metallic pull ropes in conduit installed for future use and cap using standard weather-tight conduit caps, as approved. This work will not be paid for directly, but is subsidiary to this Item.

ELECTRICAL CONDUCTORS (TXDOT ITEM 620)

Grounding conductors that share the same conduit, junction box, ground box or structure shall be bonded together at every accessible point in accordance with the current edition of the National Electric Code.

A continuous bare or green insulated copper wire No. 6 or larger shall be installed in every conduit throughout the electrical and the traffic signals system in accordance with TxDOT Item 680, the electrical detail sheets, and the latest edition of the national electrical code, except for conduit with loop detector lead-in wire only. This bare or green insulated copper wire shall be stranded for this project.

Where two or more conductors are present in one conduit or enclosure, the conductors shall be identified as shown in the "Electrical Details" standard sheets. If the identification tag with two plastic straps is too large for the referenced conductors, a tag with a single plastic strap may be used if approved by the Project Inspector. In any case, each tag shall indicate circuit number, letter, or other identification as shown in the plans.

All electrical connectors for breakaway poles shall be breakaway (BUSSMAN HEBW, LITTLEFUSE LEB, FERRAZ-SHAWMUT FEB, HMC FLOOD-SEAL SLK-MD or equal) in accordance with the latest TxDOT RID(2) standard. All electrical connections for neutrals shall be breakaway and shall have a white colored marking and a permanently installed solid neutral (BUSSMAN HET, LITTLEFUSE LET, FERRAZ-SHAWMUT FEBN, HMC FLOOD-SEAL SDK-MD or equal).

Electrical work performed by non-certified persons, as defined in Special Provision to Item 8, is not in accordance with the requirements of the contract and may be rejected as unsuitable for use due to poor workmanship.

GROUND BOX (ITEM 624)

All ground boxes used for signals shall have "Signals" and "Danger-High Voltage" imprinted on the cover.

ELECTRICAL SERVICES (TXDOT ITEM 628)

Contact Randy Crelia at Oncor (817-858-2579) during the first three weeks of the project lead-time period to allow adequate time for any necessary utility adjustments, transformer installation, etc.

Label the service enclosures indicating service address as well as all required information as shown on the Electrical Detail (ED) standard sheets. Labeling shall be silk screening or other acceptable method. This work will not be paid for directly, but is subsidiary to this Item.

When concrete for service pole foundations is required, use Class A in accordance with TxDOT Item 421, "Concrete for Structures", except consider the concrete subsidiary to TxDOT Item 628 for payment purposes. When reinforcing steel for service pole foundations is required, it will be in accordance with TxDOT Item 440, "Reinforcing Steel", except consider the steel subsidiary to TxDOT Item 628 for payment purposes.

Use only white insulated wire for neutral wire.

The electrical service for this project shall be billed in the name of City of Bedford.

FOUNDATIONS FOR TRAFFIC CONTROL DEVICES (TXDOT ITEM 656)

Before placing the concrete for the controller foundation, coordinate with the City of Bedford to ensure that the anchor bolt spacing will match the anchor bolts and cabinet supplied by the city.

Probe for utilities and underground structures prior to drilling foundations. Foundations shall be paid for once regardless of extra work caused by obstructions.

PAVEMENT MARKINGS (TXDOT ITEMS 666, 668, 677 AND 678)

All pavement markings shall be furnished and installed by the CONTRACTOR.

INSTALLATION OF TRAFFIC SIGNALS (TXDOT ITEM 680)

This project shall consist of furnishing and installing all materials and equipment necessary for a complete signal system at the proposed locations. City of Bedford will provide the following items to the CONTRACTOR for each location as specified in the plans:

- Traffic Signal Controller and Cabinet Assembly
- Battery Backup System
- Video Imaging Vehicle Detection System (VIVDS)
- Video servers (where applicable)
- Ethernet switches (City will configure)

CONTRACTOR to coordinate pick up of items a minimum of 48 hours in advance of construction. Contact Mr. Bill Lankford at (817) 952-2251. In addition, the CONTRACTOR shall be responsible for the following:

1. Install City provided items per vendor specifications.
2. Furnishing and installing all signs for mounting on signal mast arms, pedestal poles, and existing sign posts. These signs shall be furnished in accordance with TxDOT Item 636, will not be paid for directly, and shall be considered subsidiary to this item.

3. Submittal literature shall be provided for all traffic signal equipment prior to installation.
4. The CONTRACTOR shall have a qualified technician on the project site to place the traffic signals in operation.
5. During the thirty-day test period, the CONTRACTOR shall utilize qualified personnel to respond to and diagnose all trouble calls. He shall repair any malfunctions to signal equipment he supplied on the project. A local telephone number (not subject to frequent changes) where trouble calls are to be received on a 24-hour basis shall be provided to the Project Inspector by the CONTRACTOR. The CONTRACTOR's response time to reported calls shall be within a reasonable travel time from a Dallas address, but not more than two (2) hours maximum. Appropriate repairs shall be made within 24 hours. The CONTRACTOR shall place a logbook in each controller cabinet and keep a record of each trouble call reported. He shall notify the Project Inspector of each trouble call. The error log in the conflict monitor shall not be cleared during the thirty-day test period without the approval of the Project Inspector.
6. The CONTRACTOR shall place foam at the ends of all conduits where conductors and/or cables are present and required for the intended operation of the traffic signals.
7. The CONTRACTOR shall repair any sod, pavement, sidewalk or other property damaged during the course of the construction.

It shall be the responsibility of the CONTRACTOR to perform the following at no additional compensation:

- a) Prevent any property damage to property owner's poles, fences, shrubs, mailboxes, etc.
 - b) Provide access to all driveways during construction.
 - c) Protect all underground and overhead utilities and repair any damages.
8. The City will furnish the traffic signal controller and cabinet. The CONTRACTOR shall connect all field wiring to the controller assembly. The CONTRACTOR shall obtain the signal cabinet from the City signal shop. The CONTRACTOR shall maintain a minimum of two open plugs in the cabinet. When using City supplied controllers, the CONTRACTOR shall have a qualified technician and a representative from the controller supplier on the project site to place the traffic signals in operation.
 9. The CONTRACTOR shall provide at least 48 hours of notice to the City for pick-up of the City supplied equipment.
 10. All nuts installed on the anchor bolts for traffic signal pole assemblies need to be installed using an air impact wrench followed by two impacts from a striker wrench.

11. The CONTRACTOR shall furnish 3M Opticom cable. The CONTRACTOR shall install per vendor specifications.

12. All mast arm/signal pole mounted signs, including street name signs, shall be furnished and installed by the CONTRACTOR as specified on the plans.

VEHICLE AND PEDESTRIAN SIGNAL HEADS (TXDOT ITEM 682)

Unless otherwise shown in the plans, all signal heads shall be mounted horizontally. All signal heads shall be covered with burlap or other approved material from the time of installation until the signal is placed in operation.

LED signal lamps shall be used for all signal indications and furnished by the CONTRACTOR. All new vehicle and pedestrian signal heads shall be yellow aluminum with black polymer backplates.

All new pedestrian signal heads shall be countdown heads (Leotek Model # TP-16H-CD or equivalent).

All signal head attachments shall be designed such that the wiring to each signal head shall pass from the mast arm through the signal head bracing or attachment hardware to the signal head. No exposed cable or wiring will be permitted.

The signal head-to-mast arm connection must allow for adjustment about the horizontal and vertical axis.

TRAFFIC SIGNAL CABLES (TXDOT ITEM 684)

The conductors in the traffic signal cable shall be stranded for this project. Individual conductors shall be No. 14 AWG.

Each cable shall be identified as shown on the plans (cable 1, etc.) with permanent marking labels at each ground box and controller.

TRAFFIC SIGNAL POLE AND PEDESTAL POLE ASSEMBLIES (TXDOT ITEM 686 AND 687)

Critical pole assembly features and dimensions required for this project are shown on the plan detail sheets. Pole shaft/mast arm identification numbers shall be stenciled on pole shafts and mast arms before shipment to insure matching of poles and mast arms during field assembly.

PEDESTRIAN PUSH BUTTONS (TXDOT ITEM 688)

CONTRACTOR shall furnish pedestrian push button assemblies that have permanent-type signs within the detector unit which indicates which crosswalk signal is actuated. CONTRACTOR shall furnish push buttons with a minimum 2 inch convex plunger. Provide a protective shroud encircling the plunger to deter vandalism that is cast as part of the housing cover. Use a plunger that protrudes beyond the shroud a distance adequate to accommodate the switch travel. Must conform to ADA and TDLR regulations.

REMOVING TRAFFIC SIGNALS (TXDOT ITEM 6007)

Salvage the existing traffic signals as shown on the plans. Salvage poles, cabinets, service poles, exposed conduit, and any other equipment as directed. This equipment remains the property of the City, and is to be stockpiled as directed by the City. Maintain the operation of the existing traffic signal until directed to remove it.

VIDEO IMAGING VEHICLE DETECTION SYSTEM (VIVDS, TXDOT ITEM 6266)

The CONTRACTOR shall **install** make **fully operational** City provided VIVDS detection system for all intersections as shown on plans, including all cameras, mounting hardware, and cable, field set up devices, monitor, detection processor, connectors and surge suppression panel for AV & Video.

Due to rewiring for existing VIVDS system, the CONTRACTOR shall furnish and install VIVDS cable at the following intersections:

- Bedford Road and Brown Trail;
- Harwood Road and Brown Trail; and,
- Forest Ridge Drive and Pipeline Road

Install the VIVDS cable in a continuous run from the camera to the traffic signal controller.

The video set-up will be verified by the City, at which time the video from each camera must show vehicle detections for all zones.

PREPARATION OF EXISTING CONDUITS, GROUND BOXES OR MANHOLES (TXDOT ITEM 8368)

Prepare conduits, ground boxes, or manholes; replace conduits, ground boxes, or manholes, when necessary; replace conduit fittings with junction boxes; replace damaged ground box or manholes covers; adjust ground box or manholes covers; install pull lines in conduits; install cable racks in ground boxes or manholes.

BID PROPOSAL

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS CITY OF BEDFORD, TEXAS

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

CITY OF BEDFORD
1813 RELIANCE PARKWAY
BEDFORD, TEXAS 76021

ATTENTION: MR. JOHN F. KUBALA, P.E.
DIRECTOR OF PUBLIC WORKS

Identification of Project and Stipulated Amount(s). The under signed hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services for the construction of CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS, CITY OF BEDFORD, TEXAS all in accordance with the Plan Drawings, Specifications, and all other parts of the Contract Documents prepared for the Owner by KIMLEY-HORN AND ASSOCIATES, INC., DALLAS, TEXAS; such work of the Contract to be performed for the following stipulated amount(s).

CONSTRUCTION OF IMPROVEMENTS

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
1	416	156 LF	Furnish and install 24 inch drill shaft, complete, in place for the sum of <u>Sixty</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$60.00	\$9,360.00
2	416	156 LF	Furnish and install 30 inch drill shaft, complete, in place for the sum of <u>Ninety</u> -----Dollars and <u>Zero</u> Cents per Linear Foot	\$90.00	\$14,040.00
3	416	156 LF	Furnish and install 36 inch drill shaft, complete, in place for the sum of <u>One Hundred Ten</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$110.00	\$17,160.00
4	420	28 CY	Furnish and install Class A Concrete (Miscellaneous), complete, in place for the sum of <u>One Hundred Twenty</u> Dollars and <u>Zero</u> Cents per Cubic Yard	\$120.00	\$3,360.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
5	500	1 LS	Mobilization, complete, in place for the sum of <u>Nine Thousand Four hundred Four</u> Dollars and <u>Zero</u> Cents per lump sum	\$9,404.00	\$9,404.00
6	502	5 MO	Furnish and install barricades, signs, and traffic handling, complete, in place for the sum of <u>One Thousand</u> Dollars and <u>Zero</u> Cents per month	\$1,000.00	\$5,000
7	531	7 SY	Furnish and install 6"inch sidewalk, complete, in place for the sum of <u>One Hundred</u> Dollars and <u>Zero</u> Cents per Square Yard	\$100.00	\$700.00
8	531	5 EA	Furnish and install Type 2 Curb Ramp, complete, in place for the sum of <u>Eleven Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$1,100.00	\$5,500.00
9	618	330 LF	Furnish and install 2 inch PVC Schedule 40, in trench, complete, in place for the sum of <u>Seven</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$7.00	\$2,310.00
10	618	150 LF	Furnish and install 2 inch PVC Schedule 40, bore, complete, in place for the sum of <u>Fourteen</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$14.00	\$2,100.00
11	618	345 LF	Furnish and install 3 inch PVC Schedule 40, in trench, complete, in place for the sum of <u>Eight</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$8.00	\$2,760.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
12	618	535 LF	Furnish and install 4 inch PVC Schedule 40, in trench, complete, in place for the sum of <u>Nine</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$9.00	\$4,815.00
13	618	1715 LF	Furnish and install 4 inch PVC Schedule 40, bore, complete, in place for the sum of <u>Sixteen</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$16.00	\$27,440.00
14	620	4380 LF	Furnish and install 1-conductor No. 6 AWG BARE power cable, complete, in place for the sum of <u>One</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$1.00	\$4,380.00
15	620	2185 LF	Furnish and install 1-conductor No. 6 AWG insulated power cable, complete, in place for the sum of <u>One</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$1.00	\$2,185.00
16	620	3990 LF	Furnish and install 1-conductor No. 8 AWG insulated power cable, complete, in place for the sum of <u>One</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$1.00	\$3,990.00
17	620	160 LF	Furnish and install 1-conductor No. 12 AWG insulated power cable, complete, in place for the sum of <u>Zero</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$00.50	\$80.00
18	624	1 EA	Furnish and install Type A ground box with concrete apron, complete, in place for the sum of <u>Six Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$600.00	\$600.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
19	624	6 EA	Furnish and install Type C ground box, complete, in place for the sum of <u>Four Hundred Fifty Dollars and Zero</u> Cents per Each	\$450.00	\$2,700.00
20	624	29 EA	Furnish and install Type C ground box with concrete apron, complete, in place for the sum of <u>Six Hundred Twenty Dollars and Zero</u> Cents per Each	\$620.00	\$17,980.00
21	628	5 EA	Furnish and install Type D, AC electrical service (120/240) 070 (NS) AL (E) GC (O), complete in place for the sum of <u>Forty One Hundred Dollars and Zero</u> Cents per Each	\$4,100.00	\$20,500.00
22	628	1 EA	Furnish and install Type D, AC electrical service (120/240) 070 (NS) AL (E) PS (U), complete in place for the sum of <u>Forty One Hundred Eleven Dollars and Zero</u> Cents per Each	\$4,111.00	\$4,111.00
23	666	14 LF	Furnish and install reflective pavement marking type I (Y) 4" (SLD) (100MIL), complete in place for the sum of <u>Five</u> Dollars and <u>Twenty-Five</u> Cents per Linear Foot	\$5.25	\$73.00
24	666	7 LF	Furnish and install reflective pavement marking type II (W) 8" (SLD), complete in place for the sum of <u>Ten</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$10.50	\$73.50
25	666	14 LF	Furnish and install Pavement Sealer 4", complete in place for the sum of <u>Five</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$5.50	\$77.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
26	666	7 LF	Furnish and install Pavement Sealer 8", complete in place for the sum of <u>Eleven</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$11.00	\$77.00
27	668	166 LF	Furnish and install Prefabricated Pavement Marking Type C (W) (24") (SLD), complete in place for the sum of <u>Twenty-One</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$21.00	\$3,486.00
28	677	157 LF	Eliminate existing pavement markings (12") for the sum of <u>Three</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$3.00	\$471.00
29	677	75 LF	Eliminate existing pavement markings (24") for the sum of <u>Seven</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$7.00	\$525.00
30	678	14 LF	Furnish and install Pavement Surface Preparation for Marking (4") complete in place for the sum of <u>Five</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$5.00	\$70.00
31	678	7 LF	Furnish and install Pavement Surface Preparation for Marking (8") complete in place for the sum of <u>Eleven</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$11.00	\$77.00
32	678	166 LF	Furnish and install Pavement Surface Preparation for Marking (24") complete in place for the sum of <u>Two</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$2.00	\$332.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
33	680	25 EA	Furnish and install Highway Traffic Signals (System), complete, in place for the sum of <u>Forty Four Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$4,400.00	\$110,000.00
34	682	21 EA	Furnish and install Backplates (12)(3 Sec), complete in place for the sum of <u>Ninety</u> Dollars and <u>Zero</u> Cents per Each	\$90.00	\$1,890.00
35	682	7 EA	Furnish and install Backplates (12)(5 Sec), complete in place for the sum of <u>One Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$100.00	\$700.00
36	682	7 EA	Furnish and install Veh Sig Sec (12 IN) LED (GRN ARW), complete in place for the sum of <u>Two Hundred Forty-Five</u> Dollars and <u>Zero</u> Cents per Each	\$245.00	\$1,715.00
37	682	28 EA	Furnish and install Veh Sig Sec (12 IN) LED (GRN), complete in place for the sum of <u>Two Hundred Fifty</u> Dollars and <u>Zero</u> Cents per Each	\$250.00	\$7,000.00
38	682	7 EA	Furnish and install Veh Sig Sec (12 IN) LED (YEL ARW), complete in place for the sum of <u>Twenty-Four</u> Dollars and <u>Zero</u> Cents per Each	\$24.00	\$168.00
39	682	28 EA	Furnish and install Veh Sig Sec (12 IN) LED (YEL), complete in place for the sum of <u>Two Hundred Sixty</u> Dollars and <u>Zero</u> Cents per Each	\$260.00	\$7,280.00
40	682	28 EA	Furnish and install Veh Sig Sec (12 IN) LED (RED), complete in place for the sum of <u>Two Hundred Thirty</u> Dollars and <u>Zero</u> Cents per Each	\$230.00	\$6,440.00
41	684	1070 LF	Furnish and install traffic signal cable (TY A) (14 AWG) (5 CONDR), complete, in place for the sum of <u>Zero</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$00.50	\$535.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
42	684	395 LF	Furnish and install traffic signal cable (TY A) 14 AWG) (7 CONDR), complete, in place for the sum of <u>One</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$1.00	\$395.00
43	684	1225 LF	Furnish and install traffic signal cable (TY A) (14 AWG) (10 CONDR), complete, in place for the sum of <u>Two</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$2.00	\$2,450.00
44	684	3680 LF	Furnish and install traffic signal cable (TY A) (14 AWG) (16 CONDR), complete, in place for the sum of <u>Three</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$3.00	\$11,040.00
45	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (24'), complete, in place for the sum of <u>Three Thousand</u> Dollars and <u>Zero</u> Cents per Each	\$3,000.00	\$3,000.00
46	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (24') LUM, complete, in place for the sum of <u>Thirty Seven Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$3,700.00	\$3,700.00
47	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (28'), complete, in place for the sum of <u>Thirty Two Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$3,200.00	\$3,200.00
48	686	2 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (32'), complete, in place for the sum of <u>Thirty Eight Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$3,800.00	\$7,600.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
49	686	2 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (36'), complete, in place for the sum of <u>Forty Two Hundred Dollars</u> and <u>Zero</u> Cents per Each	\$4,200.00	\$8,400.00
50	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (40'), complete, in place for the sum of <u>Forty Four Hundred Dollars</u> and <u>Zero</u> Cents per Each	\$4,400.00	\$4,400.00
51	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (40') LUM, complete, in place for the sum of <u>Forty Nine Hundred Dollars</u> and <u>Zero</u> Cents per Each	\$4,900.00	\$4,900.00
52	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (44'), complete, in place for the sum of <u>Forty Five Hundred Dollars</u> and <u>Zero</u> Cents per Each	\$4,500.00	\$4,500.00
53	686	1 EA	Furnish and install traffic signal pole assembly AM(S) 1 ARM (48'), complete, in place for the sum of <u>Five Thousand Dollars</u> and <u>Zero</u> Cents per Each	\$5,000.00	\$5,000.00
54	687	3 EA	Furnish and install traffic signal ped pole assembly, complete, in place for the sum of <u>Eight Hundred Dollars</u> and <u>Zero</u> Cents per Each	\$800.00	\$2,400.00
55	688	18 EA	Furnish and install traffic signal pole assembly PED DETECT (2 INCH PUSH BTN), complete, in place for the sum of <u>Two Hundred Fifty Dollars</u> and <u>Zero</u> Cents per Each	\$250.00	\$4,500.00

Item No.	TxDOT Item Ref.	Estimated Quantity/Unit	Description and Unit Price in Words	Unit Price in Figures	Amount
56	6007	3 EA	Removing traffic signals, complete, in place for the sum of <u>Eighteen Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$1,800.00	\$5,400.00
57	6266	23 EA	Install VIVDS Processor System, complete, in place for the sum of <u>Fifty</u> Dollars and <u>Zero</u> Cents per Each	\$50.00	\$1,150.00
58	6266	89 EA	Install VIVDS Camera Assembly, complete, in place for the sum of <u>One Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$150.00	\$13,350.00
59	6266	25 EA	Install VIVDS Set-Up System, complete, in place for the sum of <u>One Hundred Fifty</u> Dollars and <u>Zero</u> Cents per Each	\$150.000	\$3,750.00
60	6266	15,110 LF	Install Only VIVDS Communication Cable (Coaxial), , complete, in place for the sum of <u>Zero</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$00.50	\$7,555.00
61	6266	1502 LF	Furnish and Install VIVDS Communication Cable (Coaxial), , complete, in place for the sum of <u>Two</u> Dollars and <u>Zero</u> Cents per Linear Foot	\$2.00	\$3,004.00
62	8206	18 EA	Furnish and Install LED COUNTDOWN PEDESTRIAN SIGNAL MODULE, complete, in place for the sum of <u>Five Hundred</u> Dollars and <u>Zero</u> Cents per Each	\$500.00	\$9,000.00
63	8368	10,470 LF	Prepare conduit, complete, in place for the sum of <u>Zero</u> Dollars and <u>Thirty</u> Cents per Linear Foot	\$00.30	\$3,141.00
64	8368	104 EA	Prepare ground box, complete, in place for the sum of <u>Twenty-Five</u> Dollars and <u>Zero</u> Cents per Each	\$25.00	\$2,600.00

All bidders must carefully read and fully understand the following to correctly bid on this Contract. Any questions and/or assumptions regarding the project during the bidding process are to be directed to Bill Shelton at (817) 952-2220.

The City reserves the right to add or remove units from this Contract in order to achieve budgetary constraints. The Contractor will be paid on a monthly basis, based on units completed during the previous month.

“Quantities” above as provided by the City of Bedford are for bidding purposes only, and the city does not guarantee that these “quantities” actually represent the true final quantities under this Contract. It is the responsibility of the bidder to inspect and familiarize himself / herself with the areas covered in this Contract to determine the actual scope of work to be completed.

Knowledge of Local Conditions and Contract Documents: The undersigned has examined the location of the proposed work, the plan drawings, specifications and all other parts of the Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

Proposal Guaranty: The attached Bid Bond (or Cashier's Check), in the sum of not less than five (5%) percent of the amount of the Proposal, is furnished to the Owner as a guarantee that the bidder will execute the Contract and furnish the required Bonds as stated in the "Notice To Bidders", within ten (10) days after Notice of Award of the contract is mailed to the undersigned, or that the undersigned will pay to the Owner the difference between the stipulated amount of this Proposal and such larger amount for which the Owner may, in good faith, contract with another party to perform the work covered by this Proposal, provided that such payment shall be limited to the amount of the Proposal Guaranty.

Execution of Agreement and Furnishing Bonds: The undersigned agrees to execute the Contract and furnish the Bonds as set forth in the "Notice to Bidders".

Addenda: The undersigned hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.

DATED

Contract Time: If awarded the Contract, the undersigned agrees to complete the work within ONE HUNDRED FIFTY (150) CONTINUOUS, CONSECUTIVE, CALENDAR DAYS as defined in Paragraph 1.16 of the General Provisions and ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Owner's Rights Reserved: The undersigned understands and agrees that the Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner except as specifically limited by the terms of the Contract Documents or applicable Laws or Governmental Regulations.

The Above Proposal is Hereby Respectfully Submitted by:

Durable Specilities, Inc. _____

NAME OF CONTRACTOR

DATE

EXECUTED BY (Jeffrey C, Bryan)

(President)

P.O. Box 535969

972-296-6324

BUSINESS ADDRESS

TELEPHONE NUMBER

Grand Prairie, TX

75053

CITY STATE

ZIP CODE

END OF PROPOSAL

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2009 by and between the City of Bedford (hereinafter called OWNER) and

Of the City of _____, County of _____, State of _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS

Article 2. CONTRACT TIME.

The Work will be completed one hundred twenty (120) calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been *previously made*.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Standard Form of Agreement.
- 8.2 Performance Bond.
- 8.3 Payment Bond.
- 8.4 Maintenance Bond.
- 8.5 Certificate of Insurance.
- 8.6 General Provisions.
- 8.7 Material, Equipment, and Construction Specifications.
- 8.8 Addenda numbers 1 to 1, inclusive.
- 8.9 CONTRACTOR'S Bid Proposal Form.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 20_____.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

By: Beverly Queen Griffith, City Manager

CONTRACTOR:

Name: Durable Specialties, Inc

Address: P.O. Box 535969

City: Grand Prairie

State & Zip: TX, 75053

By: _____

Jeffery C. Bryan, President
Print Name

972-296-6324
Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____ 20_____.

OWNER's Attorney

CONTRACTOR'S Seal (if incorporated)

PERFORMANCE BOND

STATE OF TEXAS

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TARRANT

§

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Bedford as Owner, in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, 2009, entered into a Contract with the Owner for:

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED that if any suit is brought under this Surety Bond, venue shall

lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

By: _____

Principal: _____

Surety: _____

Attorney-in-fact

(SEAL)

PAYMENT BOND

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT WE, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Bedford, as Owner, in the sum of _____ DOLLARS (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, 20____, for:

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED that if any suit is brought under this Payment Bond, venue shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

By: _____

Principal: _____

Surety: _____

Attorney-in-fact

(SEAL)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(NAME OF CONTRACTOR)

as principal and _____

(NAME OF SURETY)

a corporation organized under the laws of _____ as

Surety, do hereby expressly acknowledge themselves to be held and bound to pay unto the CITY OF BEDFORD as Obligee, a municipal corporation hereinafter called OWNER, the sum of

_____ Dollars

(TEN PERCENT OF TOTAL CONTRACT PRICE)

(\$ _____) for the payment of which sum well and truly to be made unto said OWNER and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____, 20__ntered into a contract with said OWNER to build and construct

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS

which contract and the plans and specifications therein mentioned and adopted by the OWNER are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under Item(s) THE CITY OF BEDFORD ORDINANCE NO. 458 AND 156 WHICH ARE MADE A PART OF THESE specifications and other contract documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of two years from the date of acceptance as shown on the "Certificate of Completion" issued by the Engineer, or the date of Final Payment by the OWNER if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the plans and specifications; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been

furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the CONTRACTOR in the performance of its contract to do so maintain and repair said work, then these presents shall have full force and effect and the OWNER shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____day of _____A.D., 20_____.

PRINCIPAL

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SURETY

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

STATE SALES TAX/SEPARATED CONTRACT

TO: CITY OF BEDFORD
2000 Forest Ridge Drive
Bedford, Texas 76021

DATE: _____

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges which results in a "Separated Contract." The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal, into material costs and services charges as provided below.

MATERIALS \$ _____
SERVICES \$ _____
TOTAL AMOUNT BID \$ _____

PRINCIPAL

TELEPHONE NUMBER

SIGNATURE

NAME AND TITLE

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

"UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

(a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

(1) each policy shall name the OWNER as an additional insured as to all applicable coverage;

(2) Each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.

(3) The term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;

(4) The policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and

(5) All provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(1) Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(2) All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) CONTRACTOR agrees to the following:

(1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

(2) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(3) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(4) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references (with current addresses and phone numbers) in which the bidder has provided this service or a similar product.

Name of Reference	Address	Phone No.
--------------------------	----------------	------------------

City of Fort Worth- Ken Brock, 5001 James Ave, #301. 817-392-7974		
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City of Frisco – Tracy Nichols, 6990 Main Street, Frisco, TX, 75034, 972-335-5586		
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City of Grand Prairie, Sholeh Karimi, 206 Church Street, Grand Prairie, TX, 972-237-8053		
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EXHIBIT A – TXDOT SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS

**EXHIBIT B –FEDERAL-AID CONSTRUCTION DOCUMENTS
AND REPORTING REQUIREMENTS**

CITY-WIDE TRAFFIC SIGNALIZATION IMPROVEMENTS (TSG-01-10)

ITEM	TXDOT SPEC	DESCRIPTION	UNIT	QUANTITY	Roadway Solutions		Republic ITS		Durable Specialties	
					UNIT PRICE	Total Price	UNIT PRICE	Total Price	UNIT PRICE	Total Price
1	0416	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	156	\$30.00	\$4,680.00	\$140.00	\$21,840.00	\$60.00	\$9,360.00
2	0416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	156	\$40.00	\$6,240.00	\$175.00	\$27,300.00	\$90.00	\$14,040.00
3	0416	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	156	\$50.00	\$7,800.00	\$200.00	\$31,200.00	\$110.00	\$17,160.00
4	0420	CL A CONC (MISC)	CY	28	\$275.00	\$7,700.00	\$300.00	\$8,400.00	\$120.00	\$3,360.00
5	0500	MOBILIZATION	LS	1	\$39,436.30	\$39,436.30	\$28,000.00	\$28,000.00	\$9,404.00	\$9,404.00
6	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00
7	0531	CONC SIDEWALKS (6")	SY	7	\$95.00	\$665.00	\$130.00	\$910.00	\$100.00	\$700.00
8	0531	CURB RAMPS (TY 2)	EA	5	\$1,100.00	\$5,500.00	\$2,000.00	\$10,000.00	\$1,100.00	\$5,500.00
9	0618	CONDT (PVC) (SCHD 40) (2")	LF	330	\$5.00	\$1,650.00	\$13.00	\$4,290.00	\$7.00	\$2,310.00
10	0618	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	150	\$15.00	\$2,250.00	\$13.00	\$1,950.00	\$14.00	\$2,100.00
11	0618	CONDT (PVC) (SCHD 40) (3")	LF	345	\$6.00	\$2,070.00	\$15.00	\$5,175.00	\$8.00	\$2,760.00
12	0618	CONDT (PVC) (SCHD 40) (4")	LF	535	\$7.00	\$3,745.00	\$15.00	\$8,025.00	\$9.00	\$4,815.00
13	0618	CONDT (PVC) (SCHD 40) (4") (BORE)	LF	1715	\$20.00	\$34,300.00	\$15.00	\$25,725.00	\$16.00	\$27,440.00
14	0620	ELEC CONDR (NO. 6) BARE	LF	4380	\$0.70	\$3,066.00	\$1.25	\$5,475.00	\$1.00	\$4,380.00
15	0620	ELEC CONDR (NO. 6) INSULATED	LF	2185	\$0.75	\$1,638.75	\$1.35	\$2,949.75	\$1.00	\$2,185.00
16	0620	ELEC CONDR (NO. 8) INSULATED	LF	3990	\$0.60	\$2,394.00	\$1.25	\$4,987.50	\$1.00	\$3,990.00
17	0620	ELEC CONDR (NO.12) INSULATED	LF	160	\$0.65	\$104.00	\$1.25	\$200.00	\$0.50	\$80.00
18	0624	GROUND BOX TY A (122311) W / APRON	EA	1	\$700.00	\$700.00	\$650.00	\$650.00	\$600.00	\$600.00
19	0624	GROUND BOX TY C (162911)	EA	6	\$750.00	\$4,500.00	\$400.00	\$2,400.00	\$450.00	\$2,700.00
20	0624	GROUND BOX TY C (162911) W / APRON	EA	29	\$800.00	\$23,200.00	\$700.00	\$20,300.00	\$620.00	\$17,980.00
21	0628	ELC SRV TY D 120 / 240 070 (NS) AL (E) GC (O)	EA	5	\$4,000.00	\$20,000.00	\$3,600.00	\$18,000.00	\$4,100.00	\$20,500.00
22	0628	ELC SRV TY D 120 / 240 070 (NS) AL (E) PS (U)	EA	1	\$3,700.00	\$3,700.00	\$2,100.00	\$2,100.00	\$4,111.00	\$4,111.00
23	0666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	14	\$2.44	\$34.16	\$1.25	\$17.50	\$5.25	\$73.50
24	0666	REF PAV MRK TY II (W) 8" (SLD)	LF	7	\$4.88	\$34.16	\$0.50	\$3.50	\$10.50	\$73.50
25	0666	PAVEMENT SEALER 4"	LF	14	\$1.22	\$17.08	\$1.00	\$14.00	\$5.50	\$77.00
26	0666	PAVEMENT SEALER 8"	LF	7	\$2.44	\$17.08	\$1.00	\$7.00	\$11.00	\$77.00
27	0668	PREFAB PAV MRK TY C (W) (24") (SLD)	LF	166	\$20.75	\$3,444.50	\$15.00	\$2,490.00	\$21.00	\$3,486.00
28	0677	ELIM EXT PAV MRK & MRKS (12")	LF	157	\$2.44	\$383.08	\$1.25	\$196.25	\$3.00	\$471.00
29	0677	ELIM EXT PAV MRK & MRKS (24")	LF	75	\$4.88	\$366.00	\$2.00	\$150.00	\$7.00	\$525.00
30	0678	PAV SURF PREP FOR MRK (4")	LF	14	\$0.06	\$0.84	\$0.50	\$7.00	\$5.00	\$70.00
31	0678	PAV SURF PREP FOR MRK (8")	LF	7	\$0.12	\$0.84	\$1.00	\$7.00	\$11.00	\$77.00
32	0678	PAV SURF PREP FOR MRK (24")	LF	166	\$0.31	\$51.46	\$2.00	\$332.00	\$2.00	\$332.00
33	0680	INSTALL HWY TRF SIG (ISOLATED)	EA	25	\$4,490.00	\$112,250.00	\$3,200.00	\$80,000.00	\$4,400.00	\$110,000.00
34	0682	BACK PLATE (12 IN) (3 SEC)	EA	21	\$70.00	\$1,470.00	\$60.00	\$1,260.00	\$90.00	\$1,890.00
35	0682	BACK PLATE (12 IN) (5 SEC)	EA	7	\$75.00	\$525.00	\$100.00	\$700.00	\$100.00	\$700.00
36	0682	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	7	\$250.00	\$1,750.00	\$160.00	\$1,120.00	\$245.00	\$1,715.00
37	0682	VEH SIG SEC (12 IN) LED (GRN)	EA	28	\$250.00	\$7,000.00	\$160.00	\$4,480.00	\$250.00	\$7,000.00
38	0682	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	7	\$250.00	\$1,750.00	\$160.00	\$1,120.00	\$24.00	\$168.00
39	0682	VEH SIG SEC (12 IN) LED (YEL)	EA	28	\$250.00	\$7,000.00	\$160.00	\$4,480.00	\$260.00	\$7,280.00
40	0682	VEH SIG SEC (12 IN) LED (RED)	EA	28	\$250.00	\$7,000.00	\$150.00	\$4,200.00	\$230.00	\$6,440.00
41	0684	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	1070	\$1.20	\$1,284.00	\$2.00	\$2,140.00	\$0.50	\$535.00
42	0684	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	395	\$1.75	\$691.25	\$2.00	\$790.00	\$1.00	\$395.00
43	0684	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	LF	1225	\$2.00	\$2,450.00	\$2.00	\$2,450.00	\$2.00	\$2,450.00
44	0684	TRF SIG CBL (TY A) (14 AWG) (16 CONDR)	LF	3680	\$3.00	\$11,040.00	\$3.00	\$11,040.00	\$3.00	\$11,040.00
45	0686	INS TRF SIG PL AM (S) 1 ARM (24')	EA	1	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00
46	0686	INS TRF SIG PL AM (S) 1 ARM (24') LUM	EA	1	\$4,100.00	\$4,100.00	\$3,300.00	\$3,300.00	\$3,700.00	\$3,700.00
47	0686	INS TRF SIG PL AM (S) 1 ARM (28')	EA	1	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00	\$3,200.00	\$3,200.00
48	0686	INS TRF SIG PL AM (S) 1 ARM (32')	EA	2	\$3,525.00	\$7,050.00	\$3,100.00	\$6,200.00	\$3,800.00	\$7,600.00
49	0686	INS TRF SIG PL AM (S) 1 ARM (36')	EA	2	\$3,725.00	\$7,450.00	\$3,700.00	\$7,400.00	\$4,200.00	\$8,400.00
50	0686	INS TRF SIG PL AM (S) 1 ARM (40')	EA	1	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00
51	0686	INS TRF SIG PL AM (S) 1 ARM (40') LUM	EA	1	\$4,750.00	\$4,750.00	\$5,400.00	\$5,400.00	\$4,900.00	\$4,900.00
52	0686	INS TRF SIG PL AM (S) 1 ARM (44')	EA	1	\$4,150.00	\$4,150.00	\$4,600.00	\$4,600.00	\$4,500.00	\$4,500.00
53	0686	INS TRF SIG PL AM (S) 1 ARM (48')	EA	1	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
54	0687	PED POLE ASSEMBLY	EA	3	\$550.00	\$1,650.00	\$1,400.00	\$4,200.00	\$800.00	\$2,400.00
55	0688	PED DETECT (2 INCH PUSH BTN)	EA	18	\$90.00	\$1,620.00	\$275.00	\$4,950.00	\$250.00	\$4,500.00
56	6007	REMOVING TRAFFIC SIGNALS	EA	3	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$1,800.00	\$5,400.00
57	6266	VIVDS PROCESSOR SYSTEM (INSTALL ONLY)	EA	23	\$20.00	\$460.00	\$250.00	\$5,750.00	\$50.00	\$1,150.00
58	6266	VIVDS CAMERA ASSEMBLY (INSTALL ONLY)	EA	89	\$235.00	\$20,915.00	\$100.00	\$8,900.00	\$150.00	\$13,350.00
59	6266	VIVDS SET - UP SYSTEM (INSTALL ONLY)	EA	25	\$250.00	\$6,250.00	\$250.00	\$6,250.00	\$150.00	\$3,750.00
60	6266	VIVDS COMMUNICATION CABLE (INSTALL ONLY)	LF	15110	\$0.50	\$7,555.00	\$1.50	\$22,665.00	\$0.50	\$7,555.00
61	6266	VIVDS COMMUNICATION CABLE (FURNISH AND INSTALL)	LF	1502	\$2.00	\$3,004.00	\$2.00	\$3,004.00	\$2.00	\$3,004.00
62	8206	LED COUNTDOWN PEDESTRIAL SIGNAL MODULE	EA	18	\$425.00	\$7,650.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00
63	8368	CONDUIT (PREPARE)	LF	10470	\$0.25	\$2,617.50	\$1.50	\$15,705.00	\$0.30	\$3,141.00
64	8368	GROUND BOX (PREPARE)	EA	104	\$20.00	\$2,080.00	\$100.00	\$10,400.00	\$25.00	\$2,600.00
					Total Price =	\$442,100.00	Total Price =	\$488,205.50	Total Price =	\$415,900.00

City of Bedford Traffic Signal System Summary of Estimated Costs and Funding

Item	Contractor/Consultant	Cost
Grant coordination	Kimley-Horn and Associates, Inc.	\$250,000
Design of traffic signal system upgrade		
Signal timing optimization		
Plan, design and construct City-wide communication system to connect 24 signalized intersections to a traffic management center	Motorola/Scientel	\$443,988
*Service Center Tower Construction and Water Tower Installation Inspection		\$37,500
Procurement of signal system equipment	Paradigm	\$771,596
Traffic Management Hardware	City of Bedford	\$158,783
**Installation Contractor	Durable Specialties	\$415,900
Sub-Total		\$2,077,767
5% Contingency		\$103,888
Total Estimated Cost		\$2,181,655

Grant Funding at 80%	\$1,745,324
City Matching Funding at 20%	\$436,331
Total Funding	\$2,181,655

Maximum Grant Funding	\$1,856,000
Existing City Traffic Bonds	\$300,000
City Proposed General Obligation Bonds	\$300,000
Total Maximum Funding	\$2,456,000

*Change Order for Service Center Tower Construction (Scientel/Motorola) and Water Tower installation inspection (Delta-Tek).

**Council approval expected November 23, 2010



COUNCIL AGENDA BACKGROUND

PRESENTER:

Bill Shelton, Public Works Superintendent

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Four B Paving for the Crack Sealing Program at Various Locations, Bid Reference Number 11-4B1 in the amount of \$171,900 over a three year period at an average cost of \$57,300 per year.

DISCUSSION:

The Street Crack Sealing Program is a recommended way to fill the numerous cracks found in our streets due to aging of the infrastructure. Crack Sealing fills the pavement cracks and prevents moisture penetration into the subgrade thus preventing premature failure. \$60,000 was allocated in the FY 10-11 Street Improvement Economic Development Corporation (SIEDC) Budget for this project. The contract is proposed for three years as a hedge against rising asphalt prices and to gain a better price for work that is typically done every year. Contracts are typically completed in the fall for work to be done the next spring so that the work is placed on the contractor's schedule.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with Four B Paving for the Crack Sealing Program at Various Locations, Bid Reference Number 11-4B1 in the amount of \$171,900 over a three year period at an average cost of \$57,300 per year.

FISCAL IMPACT:

Funding in the amount of \$171,900 would be paid out of the Street Improvement Economic Development Division account over a three year period at an average cost of \$57,300 per year.

ATTACHMENTS:

Resolution
Contract
Bid Tabulation

RESOLUTION NO. 10-

A RESOLUTION TO ACCEPT BIDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOUR B PAVING FOR THE CRACK SEALING PROGRAM AT VARIOUS LOCATIONS, BID REFERENCE NUMBER 11-4B1 IN THE AMOUNT OF \$171,900 OVER A THREE YEAR PERIOD AT AN AVERAGE OF \$57,300 PER YEAR.

WHEREAS, the City Council of the City of Bedford, Texas determines the necessity for these street maintenance improvements; and,

WHEREAS, the Street Improvement Economic Development Corporation Board of the City of Bedford, Texas has determined these improvements will increase the efficiency of the operations of the road system.

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

SECTION 1. That the City Council does hereby accept the bids and authorize the City Manager to enter into a contract with Four B Paving for the Crack Sealing Program at Various Locations, Bid Reference Number 11-4B1 in the amount of \$171,900 over a three year period at an average of \$57,300 per year.

SECTION 2. That the funding for the Crack Sealing Program at Various Locations, Bid Reference Number 11-4B1 shall come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 23rd day of November 2010, by a vote of ___ayes, ___nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for Crack Sealing at Various Locations, Bid Reference Number 11-4B1

Designate on the front, lower left hand corner of your response envelope, the following:

Bid Reference Number: 11-4B1
Subject: Crack Sealing at Various Locations
City of Bedford,
Tarrant County, Texas

Bid Closing Time:

Wednesday, October 27, 2010 at 10:00 AM

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope (Do not place quoted prices on the outside of the envelope):

Total Cost: \$171,900.00

Four B Paving
Company Name

P.O. Box 1065
Address

Spring Branch, Texas 78070
City, State, and Zip code

By: _____
Brandy Baker

830-228-5849
Phone Number

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID REFERENCE NUMBER: 11-4B1

**CRACK SEALING
AT VARIOUS LOCATIONS
CITY OF BEDFORD,
TARRANT COUNTY, TEXAS**



October 11, 2010



Date: _____, P.E.

J. Richard Perkins, P.E.
TBPE Firm No. 9636

The sealed proposals are for crack sealing at various locations designated by the City of Bedford. This is a three year contract for the years 2011, 2012, and 2013.

(See Addendum 1 (one))
REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for Crack Sealing at Various Locations, Bid Reference Number 11-4B1

Designate on the front, lower left hand corner of your response envelope, the following:

Bid Reference Number: 11-4B1
Subject: Crack Sealing at Various Locations
City of Bedford,
Tarrant County, Texas

Bid Closing Time:

Tuesday, October 26, 2010 at 10:00 AM

For convenience at Bid Opening, enter bid on this cover page and include in sealed response envelope (Do not place quoted prices on the outside of the envelope):

Total Cost: \$_____

Company Name

Address

City, State, and Zip code

By: _____
Authorized Agent

Phone Number

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NOTICE TO BIDDERS

Sealed proposals will be received by the City of Bedford, Texas in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX 76021 until **10:00 A.M., TUESDAY, OCTOBER 26, 2010.**

Bid Reference Number: 11-4B1
Subject: Crack Sealing at Various Locations
City of Bedford,
Tarrant County, Texas

As described in the bid documents, at which time they will be publicly opened and read aloud in the Public Works Conference Room. Any bid received after 10:00 A.M. will be returned unopened. No pre-bid meeting is scheduled for this project.

Copies of the contract documents are on file at the City of Bedford Public Works Department, 1813 Reliance Parkway, Bedford, Texas 76021 and are open for public inspection. The telephone number is (817) 952-2200. Copies of the contract documents can be obtained from the City of Bedford Public Works Department. For additional information, you may contact Bill Shelton at (817) 952-2220.

A cashier's check or acceptable bidder's bond payable to the City of Bedford, Texas in the amount of not less than 5% of the largest possible total for the bid submitted, must accompany the bid.

In the case of ambiguity or lack of clearness in the prices of the proposal, the City reserves the right to accept the most advantageous contract thereof to the City, or to reject the proposal.

The City reserves the right to reject any or all bids and waive any or all informalities. No bid may be withdrawn until the expiration of ninety-days from the date the bids are opened.

Advertisement: October 10, 2010 and October 17, 2010

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received in the Public Works Office, 1813 Reliance Parkway, Bedford, Texas 76021 until the bid submission deadline (closing time and date) as stated in the Notice to Bidders. Bid responses received after the closing time and date will be returned to the sender unopened.

If you do not wish to bid at this time, but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. ALTERING BIDS

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

4. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

5. LATE BIDS

The City of Bedford is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Public Works Office shall be the official time of receipt.

6. IDENTICAL BIDS

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

7. TERMINATION OF AGREEMENT

Owner shall have the right to terminate this contract, with or without cause, by giving a 90 Day's written notice to the Contractor. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

8. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

9. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

10. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

11. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

12. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

13. **DISQUALIFICATION OF BIDDER(S)**

Any bidder(s) may be disqualified and their bid not considered for award by any the following specific reasons:

- a. The bidder is party to any litigation against the City of Bedford, Texas.
- b. The bidder is delinquent in performance of an existing contract or has defaulted on a previous contract with the City of Bedford, Texas, or with another party for the same or similar kinds of work.
- c. Reasonable grounds exist for believing that the bidder lacks competency or capacity to satisfactorily and timely perform based on the bidder's financial statement, experience, equipment, existing contractual commitment, etc.

14. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

15. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

16. **RESPONSE FORM TO BE USED**

The bid proposal must be submitted on the form provided herein.

17. **MATERIAL SAFETY DATA SHEETS (MSDS)**

Each bid shall include an MSDS for the product quoted, if applicable.

18. **PAYMENT**

Contractor shall submit to the City a monthly invoice for services performed that month. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

19. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this service or a similar product.

20. **SPECIFICATION CLARIFICATION**

For clarification of these specifications, please contact Bill Shelton at (817) 952-2220.

21. **NON-DISCRIMINATION**

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

22. **ADDENDUM**

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

23. **WARRANTY**

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of acceptance of that year's project. If the Owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

24. CONTRACT TIME AND LIQUIDATED DAMAGES

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the work within 120 consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. For subsequent years, 2012 and 2013, the start date will begin at the first working day, closest to the start date designated in the "Notice to Proceed" in 2011. The Contractor further agrees to pay as liquidated damages, the sum of \$150.00 for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of \$150.00 per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

BONDS, INSURANCE & INDEMNITY

BONDS

Bidders must submit with the Bid a Cashier's or Certified Check payable to the City of Bedford, in the amount of 5% of the maximum price bid, or submit a Bid Bond in the same amount from a Surety Company to the City, as a guarantee that the bidder will enter into a contract and execute the required bonds after the acceptance of the bid and award of the contract.

In accordance with Chapter 2253 of the Local Government Code of Texas, V.T.C.A., the successful bidder will be required to furnish Performance, Payment, and Maintenance Bonds in the full amount of the contract. The Bonds must be executed by an approved Surety Company holding a permit from the State of Texas to act as Surety. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used while performing services in the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

=====
NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES_____ NO_____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____% lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are not required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract / subcontract work, revocation of permits and / or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

GENERAL PROVISIONS

The General Provisions for this project shall be in accordance with Part I of the Standard Specifications for Public Works Construction – North Central Texas, published by the North Central Texas Council of Governments (NCTCOG) (Current Edition), which are specifically incorporated herein and made a part of this agreement the same as if written herein.

MATERIAL SPECIFICATIONS

The crack sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in concrete and asphaltic pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires or foot traffic.

The sealant shall be hot-poured rubber asphalt crack sealing compound suitable for sealing horizontal cracks and joints in concrete slabs and asphalt pavement. The compound shall melt to the proper consistency when heated and shall solidify on cooling to atmospheric and pavement temperatures. The sealant must be compatible with Portland cement and asphaltic concrete.

TEST REQUIREMENTS

The sealant shall meet the following requirements Polyflex 3 by CRAFCO or equal:

Softening Point (ASTM D36)	200F
Viscosity at 375 F	40 Poise Minimum
Cone Penetration 77F (ASTM D1191)	15-45 dmm
Resilience 77F (ASTM D3407).....	30% Minimum
Recommended Pour Temperature	380F
Safe Heating Temperature	400F

INSPECTION / ADMINISTRATIVE

Sealant must be in the original boxes from the manufacturer. Boxes will be turned in to the City inspector and counted at the end of each day by the inspector and a representative from the Contractor to determine the number of pounds applied that day.

A daily work log showing work performed (pounds applied, linear feet completed) filled out and signed by both City Inspector and Contractor's representative shall be completed at the end of each day. A current work schedule must be provided to the City inspector two (2) days in advance of work being performed at a certain location. No more than two (2) crack-sealing crews shall be working at one time for inspection purposes. Crews may only be present on arterial and collector streets from 8:00 A.M. until 4:30 P.M. Monday thru Friday, and on residential streets from 7:30 A.M. until 5:00 P.M. Monday thru Friday.

APPLICATION SPECIFICATIONS

ROUTING OF CRACKS

All cracks in asphalt pavement will be routed to a minimum width of 3/8" and a minimum depth of 1/2". After routing, the cracks will be cleaned by dry compressed air in order to provide intact bonding surfaces that are free from all dirt, moisture and other contaminants. Contractor will be responsible for the clean-up and removal of all debris from project site after work is completed.

CRACK FILLING

Sealant shall be applied using pressure feed wand application system. Sealant material shall be heated in accordance with manufacturer's recommendations. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee to a narrow (2" to 4") wide band across the cracks with an overlap beyond the crack edges and a depth not to exceed 1/8" above the pavement surface. Random cracks in concrete pavement shall be sealed **without routing**. Contractor will be responsible for the clean-up and removal of all debris from project site after work is completed.

JOINT FILLING

All concrete joints will be cleaned and existing sealant removed. Joints will be sand blasted after removal of existing sealant. All concrete joints will have a backing rod installed to hold the fluid sealant in place. The backing rod shall be a compressible type of material such as a closed-cell resilient foam or sponge rubber stock of any compatible compound recommended by the sealant manufacturer. No bond or reaction shall occur between the backing rod and sealant. The backing rod shall be sufficient width to be in compression its full length after placement. Backing rod shall be placed a minimum depth of 1 inch. Joints shall be filled with sealant to 1/8" BELOW the top of the joint, leaving no over-band. Random cracks in concrete **will not be routed**. Contractor will be responsible for the clean-up and removal of all debris from project site after work is completed.

TRAFFIC CONTROL

The use of barricades, warning signs, and flagmen shall be the Contractor's responsibility and shall be done in accordance with Local, State, and Federal Laws. Precautions shall be taken to prevent damage to personal property. Lanes shall remain closed until all crack-sealing is effectively cured, and will not transfer onto passing vehicles. Streets may not be completely closed unless authorized by the City of Bedford Public Works Department.

BID PROPOSAL

**Bid Reference Number: 11- 4B1
 Subject: Crack Sealing at Various Locations
 City of Bedford,
 Tarrant County, Texas**

BID PROPOSAL

Bid Item	Description with Unit Prices in Written Words	Est. Quantity	Unit Measure	Unit Cost	Amount Bid

1	Year 1 -Sealant Applied, for the sum of: <u>One</u> dollars and <u>Fifty</u> cents Per LB. (Pound)	18,200	LB	<u>\$1.50</u>	<u>\$27,300.00</u>
2	Year 1 -Random Routing of Asphalt for the sum of , <u> </u> dollars and <u> </u> cents Per L.F. (Linear Foot)	100,000	LF	<u>\$.30</u>	<u>\$30,000.00</u>
3	Year 2 - Sealant Applied, for the sum of: <u> </u> dollars and <u> </u> cents Per LB. (Pound)	18,200	LB	<u>\$1.50</u>	<u>\$27,300.00</u>
4	Year 2 -Random Routing of Asphalt for the sum of , <u> </u> dollars and <u> </u> cents Per L.F. (Linear Foot)	100,000	LF	<u>\$.30</u>	<u>\$30,000.00</u>
5	Year 3 -Sealant Applied, for the sum of: <u> </u> dollars and <u> </u> cents Per LB. (Pound)	18,200	LB	<u>\$1.50</u>	<u>\$27,300.00</u>
6	Year 3 -Random Routing of Asphalt for the sum of , <u> </u> dollars and <u> </u> cents Per L.F. (Linear Foot)	100,000	LF	<u>\$.30</u>	<u>\$30,000.00</u>
<u>Total Bid Amount</u>		<u>\$171,900.00</u>			

All bidders must carefully read and fully understand the following to correctly bid on this Contract. Any questions and/or assumptions regarding the project during the bidding process are to be directed to Bill Shelton, Superintendent for the City of Bedford @ (817) 952-2220.

The streets that are applicable to this Contract include as many of the arterial, collector, and residential streets within the City of Bedford that can be crack-sealed with the budget amount available. The primary objective will be residential asphalt streets. The streets to be crack-sealed in order of priority will be streets in any sequence desired by the City until the budget (contract amount) is met. The “quantities” shown in the schedule above are City Staff estimates of the units of work that may be required to complete the streets that can be crack-sealed in this Contract. The City reserves the right to add or remove units from this Contract in order to achieve budgetary constraints. Bidder will be paid on a monthly basis, based on units completed during the previous month.

*Quantities above as provided by the City of Bedford are for bidding purposes only, and the City does not guarantee that these “quantities” actually represent the true final quantities under this Contract. It is the responsibility of the bidder to inspect and familiarize himself / herself with the areas covered in this Contract to determine actual scope of work.

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the City of Bedford (hereinafter called OWNER) and

_____ of the City of _____, County of _____, State of _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. PROJECT SCOPE

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

**Bid Reference Number: 11- 4B1
Subject: Crack Sealing at Various Locations
City of Bedford,
Tarrant County, Texas**

Article 2. CONTRACT TIME.

The Work will be completed 120 calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. CONTRACT PRICE.

3.1. OWNER shall pay CONTRACTOR the prices in the CONTRACTOR'S bid proposal plus additional work performed or when authorized by OWNER.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be monthly upon receipt of invoices from the CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Standard Form of Agreement.
- 8.2 Performance Bond.
- 8.3 Payment Bond.
- 8.4 Maintenance Bond.
- 8.5 Certificate of Insurance.
- 8.6 General Provisions.
- 8.7 Material, Equipment, and Construction Specifications.
- 8.8 Addenda numbers 1 (one) to 1 (one) inclusive.
- 8.9 CONTRACTOR'S Bid Proposal Form.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Contractor's References

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, of from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 20____.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

By: Beverly Queen Griffith, City Manager

CONTRACTOR:

Name: Four B Paving

Address: P.O. Box 1065

City: Spring Branch

State & Zip: _____

By: _____

Print Name

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____ 20____.

City Attorney

CONTRACTOR'S Seal (if incorporated)

PERFORMANCE BOND

STATE OF TEXAS

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TARRANT

§

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the City of Bedford as Owner, in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, 20____, entered into a Contract with the Owner for:

**Bid Reference Number: 11-4B1
Subject: Crack Sealing at Various Locations
City of Bedford,
Tarrant County, Texas**

as set out in said Contract, a copy of which is by reference made a part hereof;

NOW THEREFORE the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED that if any suit is brought under this Surety Bond, venue shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2010, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

By: _____

Principal: _____

By: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

PAYMENT BOND

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT WE, _____ as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Bedford, as Owner, in the sum of _____ DOLLARS (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, 20____, for:

**Bid Reference Number: 11-4B1
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City of Bedford,
Tarrant County, Texas**

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED that if any suit is brought under this Payment Bond, venue shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

By: _____

Principal: _____

By: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____ (NAME OF CONTRACTOR)

as principal and _____ (NAME OF SURETY)

a corporation organized under the laws of _____ as Surety, do hereby expressly acknowledge themselves to be held and bound to pay unto the CITY OF BEDFORD as Obligee, a municipal corporation hereinafter called OWNER, the sum of

_____ Dollars (ONE HUNDRED PERCENT OF TOTAL CONTRACT PRICE)

(\$ _____) for the payment of which sum well and truly to be made unto said OWNER and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____, 20____, entered into a contract with said OWNER to build and construct

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which contract and the plans and specifications therein mentioned and adopted by the OWNER are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under Item(s) THE CITY OF BEDFORD ORDINANCE NO. 458 AND 156 WHICH ARE MADE A PART OF THESE specifications and other contract documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of ONE YEAR from the date of acceptance as shown on the "Certificate of Completion" issued by the Engineer, or the date of Final Payment by the OWNER if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance

contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the plans and specifications; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the CONTRACTOR in the performance of its contract to do so maintain and repair said work, then these presents shall have full force and effect and the OWNER shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____day of _____A.D., 20____.

PRINCIPAL

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SURETY

PHONE NO.

SIGNATURE

(SEAL)

NAME & TITLE

WITNESS OR ATTEST TO SEAL

SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

STATE SALES TAX/SEPARATED CONTRACT

TO: CITY OF BEDFORD

DATE: _____

2000 Forest Ridge Drive

Bedford, Texas 76021

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges which results in a "Separated Contract." The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal, into material costs and services charges as provided below.

MATERIALS \$ _____

SERVICES \$ _____

TOTAL AMOUNT BID \$ _____

PRINCIPAL

TELEPHONE NUMBER

SIGNATURE

NAME AND TITLE

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, the CONTRACTOR must deliver to the OWNER a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts.

- (b) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the OWNER; employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease --- each employee, \$500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products – Components/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 600,000
Each Occurrence	\$ 600,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

The policy shall include coverage extended to apply to operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER and the Engineer as insureds for property damage and bodily injury, which may arise in the prosecution of the work or CONTRACTOR'S operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

"UMBRELLA" LIABILITY INSURANCE

If required by OWNER, CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER and Engineer shall be named as additional insureds.

POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

- (a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
- (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
 - (2) Each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.

(3) The term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER (4). The policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy; and

(5) All provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(1) Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(2) All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) CONTRACTOR agrees to the following:

(1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

(2) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(3) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(4) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

REFERENCES

(ATTACHMENT I)

Each bidder shall provide a minimum of three (3) verifiable references (with current addresses and phone numbers) in which the bidder has provided this service or a similar product.

<u>Name of Reference</u>	<u>Address</u>	<u>Phone No.</u>
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**LINE ITEM BID TABULATION
CRACK SEALING AT VARIOUS LOCATIONS
CITY OF BEDFORD, TEXAS - BID NO. 11-4B1**

ITEM	QUANTITY	UNIT	DESCRIPTION	4B Paving		Curtco Inc.	
				Unit Price	Total	Unit Price	Total
1	18,200	LB	Year 1- Sealant Applied	\$1.50	\$27,300.00	\$1.60	\$29,120.00
2	100,000	LF	Year 1 - Random Routing	\$0.30	\$30,000.00	\$0.75	\$75,000.00
3	18,200	LB	Year 2- Sealant Applied	\$1.50	\$27,300.00	\$1.60	\$29,120.00
4	100,000	LF	Year 2 - Random Routing	\$0.30	\$30,000.00	\$0.75	\$75,000.00
5	18,200	LB	Year 3- Sealant Applied	\$1.50	\$27,300.00	\$1.60	\$29,120.00
6	100,000	LF	Year 3 - Random Routing	\$0.30	\$30,000.00	\$0.75	\$75,000.00
			Total Crack Sealing at Various Locations		\$171,900.00		\$312,360.00



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider a resolution designating the future permanent early voting location by personal appearance in Bedford for municipal elections.

DISCUSSION:

The options for early voting locations were presented at the November 9, 2010 council meeting. At that time, Council was of the consensus to select the new Library as the permanent early voting location in Bedford. This is the resolution confirming that choice. Once passed, a preclearance letter will be sent to the Department of Justice for approval.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution designating the future permanent early voting location by personal appearance in Bedford for municipal elections.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

RESOLUTION NO. 10-

A RESOLUTION DESIGNATING THE FUTURE PERMANENT EARLY VOTING LOCATION BY PERSONAL APPEARANCE IN BEDFORD FOR MUNICIPAL ELECTIONS.

WHEREAS, the City Council of Bedford, Texas had previously designated the early voting location for Bedford Municipal Elections as the Bedford Library located at 1805 L. Don Dodson Drive, Bedford, Texas; and,

WHEREAS, the Bedford Library will be moving from that location prior to the next Bedford Municipal Election; and,

WHEREAS, the City Council of Bedford, Texas must now determine in which City facility they would like early voting to take place for future Bedford Municipal Elections.

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

SECTION 1. That the City Council does hereby designate the new Bedford Public Library, located at 2424 Forest Ridge Drive, Bedford, Texas, as the permanent early voting location by personal appearance in Bedford for municipal elections.

SECTION 2. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 23rd day of November 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER AND ITEM:

Council member reports on City business:

- a) Mayor Story: Discuss proper way to report on Board and Commission meetings.
- b) Councilman Turner: Beautification Commission activities and upcoming events.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Letters of Request

Jakubik, Megan

From: Story, Jim [REDACTED]
Sent: Wednesday, November 17, 2010 10:22 AM
To: Jakubik, Megan
Subject: FW: Agenda Item

From: Story, Jim
Sent: Wednesday, November 17, 2010 10:10 AM
To: 'michael.wells@ci.bedford.tx.us'
Cc: 'bqueen@ci.bedford.tx.us'
Subject: Agenda Item

Please place on the council agenda for November 23:

Discuss proper way to report on board and commission meetings.

Jim Story

Jakubik, Megan

From: Wells, Michael
Sent: Tuesday, November 16, 2010 6:49 AM
To: Jakubik, Megan
Subject: Fwd: Council Meeting Agenda

From: "Turner, Roy" <Roy.Turner@ci.bedford.tx.us>
Date: Mon, Nov 15, 2010 9:02 pm
Subject: Council Meeting Agenda
To: "Wells, Michael" <Michael.Wells@ci.bedford.tx.us>

Michael, please put on the agenda for November 23 council meeting under "Council member reports" A report on Beautification Commission activity. I want to announce some upcoming Beautification Commission activities.

Thanks, Roy W. Turner