

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, January 25, 2011
2000 Forest Ridge Drive
Bedford, Texas**

**Council Chambers Work Session 6:00 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.
- Presentation by Police Officer/K-9 Handler Versocki and Bowy.
- Discussion regarding the requested rate increase from Allied Waste for solid waste and recycling services.

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:

- a) Pursuant to Section 551.072 of the Texas Government Code: to deliberate the purchase, exchange, lease or value of real property: 1721 Bedford Road
- b) Pursuant to Section 551.074 of the Texas Government Code: personnel issues: amendment to the City Manager's contract

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Stephen Rosser, Mid-Cities Bible Church)

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. Employee Service Recognition

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) January 11, 2011 regular meeting

NEW BUSINESS

3. Consider an ordinance amending Chapter 118 "Utilities," Article VI "Cross Connection Control Program" of the City of Bedford Code of Ordinances, as amended in its entirety by the adoption of the revised cross connection control program.
4. Consider an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2010 through September 30, 2011; and declaring an effective date.
5. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Merrill Drive and King Drive Paving Improvements in the amount of \$598,787.12.
6. Consider a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. for the design of the NW Water Pressure Plane Improvements in the amount of \$213,000.
7. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road.
8. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Viking Construction, Inc. for the Asphalt Slurry Seal at various locations, Bid Reference Number 11-4B2 in the amount of \$87,400.
9. Consider a resolution authorizing the City Manager to enter into an amended contract with Harrison, Walker and Harper for the demolition of the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road in the amount of \$25,796.17.
10. Consider a resolution of the City of Bedford suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates.
11. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with Mid-Cities Church to provide meeting space for church services at the Boys Ranch Activity Center.
12. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Texas Aquatic Supply to install UV filtration at Splash for \$66,200.
13. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with PurePlay, L.L.C. to renovate the slides at Splash for \$63,513.70.
14. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board- Councilman Griffin
 - ✓ Animal Shelter Advisory Board- Councilman Griffin
 - ✓ Beautification Commission- Councilman Turner
 - ✓ Community Affairs Commission- Councilman Fisher
 - ✓ Library Board- Councilman Brown
 - ✓ Parks & Recreation Board- Councilman Griffin
 - ✓ Senior Citizen Advisory Board- Councilman Savage
 - ✓ Teen Court Advisory Board- Councilman Champney
15. Council member reports
16. City Manager report

17. 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, January 21, 2011 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:

David Miller, Deputy City Manager

ITEM:

Discussion regarding the requested rate increase from Allied Waste for solid waste and recycling services.

DISCUSSION:

On January 1, the City received a request from Allied Waste Services for a rate modification to become effective March 1, 2011. The summary of the rate modification is as follows:

Total Modification: 2.33%

Resident Service Level	Current	Proposed	Monthlv Impact
Solid Waste Curbside	\$ 7.15	\$ 7.32	\$0.17
Recycling Curbside	\$ 1.96	\$ 2.01	\$0.05
Recycling Senior	\$ 1.43	\$ 1.46	\$0.03
Front Door Senior	\$14.24	\$14.57	\$0.33
Front Door Senior Recycle	\$ 3.06	\$ 3.13	\$0.07

Commercial and Industrial Increase is reflected on the attached rate sheet as 2.33%

More information is detailed in the attached letter from Allied Waste. Staff is requesting Council direction on whether to accept or deny the request for the rate modification. Depending on the Council's direction, staff will bring an action item for Council to vote on at the next Council meeting.

RECOMMENDATION:

N/A

ATTACHMENTS:

Letter of Request

January 1, 2011



Ms. Beverly Queen
City Manager
City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

RE: Rate Modification 2011

Dear Beverly:

Allied Waste Services would like to extend a Thank You for your business and appreciates the opportunity to service the City of Bedford.

I respectfully submit for your review a rate modification to become effective March 1, 2011. The contract allows for a request of an annual CPI of 70% and a disposal request of 30%. All rate calculations are shown on Exhibit "A" with attached Bureau of Labor Statistics Data sheets and the new proposed 2011 rate sheet.

- CPI – Adjustment request for 2011 of 0.41% increase, which is calculated at 70% of the Bureau of Labor Statistics CPI-DFW database for the average 12 month period of November '09-'10, and;
- DISPOSAL – Adjustment has been calculated at 30% for 12 month period (November '09-'10), totaling 1.91%.
- **Total Modification: 2.33%**

Resident Service Level	Current	Proposed	Monthly Impact
Solid Waste Curbside	\$ 7.15	\$ 7.32	\$0.17
Recycling Curbside	\$ 1.96	\$ 2.01	\$0.05
Recycling Senior	\$ 1.43	\$ 1.46	\$0.03
Front Door Senior	\$14.24	\$14.57	\$0.33
Front Door Senior Recycle	\$ 3.06	\$ 3.13	\$0.07

Commercial and Industrial increase is reflected on attached rate sheet as 2.33%.

Allied Waste looks forward to a continued partnership with the City of Bedford and once you have had the opportunity to review this material, please feel free to contact me with any questions at either my office (direct line) 817.509.0808 or my cell 817.832.6041.

Respectfully,

A handwritten signature in cursive script that reads 'Diane Hildreth'.

Diane Hildreth
Manager, Business Development
Municipal Services

Cc: David Miller, Deputy City Manager

CITY OF BEDFORD Rate Modification Calculations 2011

Exhibit "A"

CPI RATE ADJUSTMENT	
<u>CPI South Urban DFW (12 mo. average)</u>	
Average 12 months, 2010 Index	201.579
Average 12 months, 2009 Index	<u>200.399</u>
Change	<u>1.1795</u>
% Change	<u>0.59%</u>
Cost Factor	70%
Net Increase	<u><u>0.41%</u></u>

DISPOSAL RATE ADJUSTMENT	
<u>Disposal - Arlington</u>	
November, 2010 Index	50.00
November, 2009 Index	<u>47.00</u>
Change	<u>3.00</u>
% Change	<u>6.38%</u>
Cost Factor	30%
Net Increase	<u><u>1.91%</u></u>

TOTAL:	2.33%
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	2009	2010		
Jan 09	198.623	202.106	Jan 10	
Mar 09	200.039	201.982	Mar 10	
May 09	199.311	202.108	May 10	
July 09	200.663	200.227	July 10	
Sep 09	201.802	201.882	Sep 10	
Nov 09	201.958	201.168	Nov 10	
12 Mo avg	200.399	201.579	1.1795	0.5886%
		Cost Factor		0.70
		CPI to Apply		0.41%



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Data extracted on: January 11, 2011 (12:46:25 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA316SA0, CUUSA316SA0
 Not Seasonally Adjusted
Area: Dallas-Fort Worth, TX
Item: All items
Base Period: 1982-84=100

Download: [.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2000	160.4		163.1		163.2		166.2		166.9		166.8		164.7	162.7	166.7
2001	167.3		168.9		169.4		171.5		172.8		171.5		170.4	168.9	171.8
2002	170.6		172.1		172.9		172.9		173.2		173.6		172.7	172.1	173.3
2003	174.0		176.8		176.9		176.5		177.0		175.9		176.2	176.1	176.4
2004	175.7		177.7		179.1		179.1		179.7		179.9		178.7	177.8	179.6
2005	180.0		181.3		183.5		184.3		188.9		187.8		184.7	182.0	187.4
2006	188.6		188.4		191.2		191.7		192.0		188.4		190.1	189.7	190.5
2007	188.890		190.156		192.779		194.286		194.847		196.465		193.245	191.057	195.433
2008	197.079		198.596		202.357		206.413		205.883		200.051		201.791	200.118	203.463
2009	198.623		200.039		199.311		200.663		201.802		201.958		200.544	199.494	201.595
2010	202.106		201.982		202.108		200.227		201.882		201.168			201.908	

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**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - March 1, 2011**

CPI - South Urban DFW (12 mo. Average)

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	59.68	116.11	174.15	232.21	290.27	348.32	32.66
3 YD	69.29	135.36	203.03	270.70	338.37	406.07	36.46
4 YD	78.91	154.61	231.89	309.20	386.49	463.82	40.47
6 YD	98.17	193.11	289.63	386.20	482.75	579.29	51.20
8 YD	117.41	231.59	347.39	463.19	578.98	694.78	61.29
2 YD Comp	187.97	385.50	613.00	835.94	1056.58	1285.31	61.09
6 YD Comp	309.20	641.12	1019.54	1390.30	1757.20	2137.61	90.09
8 YD Comp	388.62	761.94	1229.77	1723.06	2142.25	2563.75	114.60

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	129.48	5.00	356.78	287.71
25 YD	OPEN	129.48	5.00	385.55	287.71
30 YD	OPEN	129.48	5.00	410.01	287.71
35 YD	OPEN	129.48	5.00	438.77	287.71
40 YD	OPEN	129.48	5.00	467.55	287.71
28 YD	COMP	129.48	NEGO	453.16	NEGO
30 YD	COMP	129.48	NEGO	496.32	NEGO
35 YD	COMP	129.48	NEGO	562.50	NEGO
40 YD	COMP	129.48	NEGO	597.01	NEGO
42 YD	COMP	129.48	NEGO	611.40	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.12	4.23
32 GAL	3.74	7.45
64 GAL	5.40	9.96
95 GAL	6.40	10.77

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE \$ 10.79 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.57 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.08 /PER CASTER, PER LIFT
LOCKS \$2.15 /LIFT
GATES \$3.58 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.32 /MONTH
RECYCLING CURBSIDE: \$ 2.01 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$9.33 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.32 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.46 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$8.78 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 14.57 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.13 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$17.70 /MONTH

EFFECTIVE DATE 3/1/2011 CITY HALL PHONE # 817 / 952-2100

ARLINGTON LANDFILL
(Leased and Operated by Republic Waste Services of TX, LTD)

GATE RATE SCHEDULE
2010

TRASH		
VEHICLE SIZE	Origin 01	Origin 01
	OUTSIDE CITY OF ARLINGTON RESIDENTS AND CONTRACTORS 2009 PRICING (No PI in 2009)	OUTSIDE CITY OF ARLINGTON RESIDENTS AND CONTRACTORS 2010 PRICING (PI 2/1/2010)
	VALID DRIVERS LICENSE REQUIRED	VALID DRIVERS LICENSE REQUIRED
AUTOMOBILES, STATION WAGONS, PICKUPS	\$22/vehicle	\$24/vehicle
PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED LESS THAN 8 FEET IN LENGTH (Includes enclosed trailers)	\$22 for p/u load & \$22 for trailer load	\$24 for p/u load & \$24 for trailer load
PICKUP TRUCKS AND TRAILERS LESS THAN 8 FEET IN LENGTH WITH AFTER MARKET SIDEBOARDS ATTACHED TO TRUCK OR TRAILER or ANY SIZE ENCLOSED TRAILER	\$47/ton \$47 Minimum	\$50/ton \$50 Minimum
LENGTH	\$47/ton \$47 Minimum	\$50/ton \$50 Minimum
SEMI-TRAILERS, DUMP TRUCKS AND TRUCKS LARGER THAN PICKUPS	\$47/ton \$47 Minimum	\$50/ton \$50 Minimum
SPECIAL ITEMS		
TARP CHARGE FOR IMPROPERLY TARPED VEHICLES - STATE REGULATION	\$10/Vehicle	\$10/Vehicle
AUTOMOBILE / PICKUP TIRES (NO Rims)	\$6/tire - Limit of 4	\$8/tire - Limit of 4
AUTOMOBILE / PICKUP TIRES with RIMS	Not Accepted	Not Accepted
LARGE TRUCK TIRES (NO RIMS)	\$13/tire - Limit of 4	\$15/tire - Limit of 4
LARGE TRUCK TIRES with RIMS	Not Accepted	Not Accepted
AGRICULTURE TIRES (NO Rims)	\$150/tire - Limit of 2	\$150/tire - Limit of 2
AGRICULTURE TIRES with RIMS	Not Accepted	Not Accepted
LIVESTOCK	\$13/animal	\$15/animal
Earth and inert materials that may be used for cover - CLEAN DIRT	No Charge	No Charge
SPECIAL HANDLING CHARGE (rootballs, etc.)	\$55 per load + disposal	\$65 per load + disposal
100% RECYCLING - METAL, COMPUTERS, APPLIANCES	Not Accepted	Not Accepted
BRUSH & UNPAINTED/UNTREATED CLEAN WOOD		
GRASS & LEAVES ONLY (Customer to de-bag on site)	No Charge	No Charge
BRUSH & UNPAINTED/UNTREATED CLEAN WOOD	\$5/cy \$20 Minimum	\$6/cy \$24 Minimum
CLEAN BRICK OR CLEAN ASPHALT		
CLEAN BRICK OR CLEAN ASPHALT	\$55/LOAD	\$65/LOAD

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL:

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated



COUNCIL AGENDA BACKGROUND

PRESENTER:

Beverly Queen Griffith, City Manager

ITEM:

Employee Service Recognition

DISCUSSION:

The following employee has completed a service period and is eligible for recognition:

- Richard Huitt 15 yrs. Police

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) January 11, 2011 regular 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 regular session at 6:30 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 11th day of January, 2011 with the following members present:

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

Constituting a quorum.

Staff present included:

Beverly Queen Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
David Flory	Police Chief
John Kubala	Public Works Director
Maria Redburn	Library Manager
Bill Syblon	Development Director

WORK SESSION

Mayor Story called the Work Session to order at 6:00 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: 4, 5, 6, 7, 8, 9, 10, 12, 13, and 14.

- **Present an overview of the change of venue options for the City of Bedford Labor Day Blues & BBQ Festival or “Bluesfest”.**

Special Events Coordinator Wendy Hartnett presented information regarding change of venue options for the City of Bedford Labor Day Blues and BBQ Festival. She presented a timeline of where they are at in the process. In January 2010, staff knew that the property at Texas Health HEB Hospital was questionable for 2011. When planning for the 2010 festival ended, staff began looking at possible relocation options. In November 2010, they reviewed site options with the special events team which included representatives from Police, Fire, Public Works, Parks and Finance. Staff received official notice in December that HEB Hospital will be building an oncology building on the site. She then reviewed the current site where the festival is held. It has 16.64 acres of space; 2000 free and 600 paid parking spots; attendance last year was 15,500 and she believes it will continue to grow; there is infrastructure in place; and there is minimal citizen impact and road closures.

Ms. Hartnett then presented the ideal location factors for a new location. They need a venue that supports the growth of the event, that was accessible to patrons, that was accessible to utilities, that was

located in Bedford, that had enough parking in the vicinity to avoid shuttling, and that had minimal citizen impact and street closures. They also wanted flexibility for alcohol sales and consumption. Staff first assessed the Boys Ranch location. Pros for this location include: paid parking at the Old Bedford School and the new Library amounting to approximately 350 spots; the use of Boys Ranch building; there is existing infrastructure that will need changes; there are both playgrounds and pavilions at the site; it is also set as a festival site; and adding SPLASH as an attraction. Cons for this location include: multiple citizens will be affected; the shuttling cost for 2 days which includes both the shuttle and additional staff; additional streets shutdown; a need to change the City's ordinance regarding consuming alcohol in the park; additional fencing costs; there may need to be dual locations for the barbecue or possibility of downsizing; existing park structures are in the way; additional staff costs; and avoiding tunnel vision to avoid the same festival 8 weeks later. She then showed a map showing the potential layout for the festival at the Boy's Ranch.

Ms. Hartnett then presented the City Hall option that includes City Hall, the old Library site, the new Library site, and potentially the land at State National and Chase for use of their parking lots. Pros for this option include: flexibility with or without Chase; fewer residents being affected; having shade; minor street shutdowns; no City ordinance cover those properties in regards to alcohol consumption and sales; the location to City facilities; having a city block party feel; no existing structures; room for growth; and it is comparable in size to old location. Cons include: the need for multiple partnerships (which may, however, strengthen ties with businesses which would be a pro); limited exits from the site; and no festival infrastructure in place. She then showed two map options the first without Chase which gives 14.32 acres and the second with Chase, which gives 19.81 acres with more room to grow. Staff's recommendation is the City Hall option. Council was of the consensus for the City Hall option.

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:

- **Pursuant to Section 551.072 of the Texas Government Code: to deliberate the purchase, exchange, lease or value of real property: 1721 Bedford Road**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.072 of the Texas Government Code: to deliberate the purchase, exchange, lease or value of real property: 1721 Bedford Road at approximately 7:29 p.m.

Council reconvened from Executive Session at approximately 8:01 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 6:33 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order. He stated that Executive Session will occur at the end of the meeting.

INVOCATION (Pastor Cameron Williams, Mid-Cities Community Church)

Pastor Cameron Williams of Mid-Cities Community Church 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 items by consent: 4, 5, 6, 7, 8, 9, 10, 12, 13, and 14.

Motion approved 7-0-0. Mayor Story declared the motion carried.

COUNCIL RECOGNITION

- 1. Present a check to the City of Bedford for the Take a Load Off, Texas Solar PV Incentive in the amount of \$175,000.**

Don Perfect from Oncor presented a check in the amount of \$175,000 to the Mayor and Council for the City's participation in the Take a Load Off, Texas Solar PV Incentive.

APPROVAL OF THE MINUTES

- 2. Consider approval of the following City Council minutes:
a) December 14, 2010 regular meeting**

Motioned by Councilman Fisher, seconded by Councilman Champney, to approve the minutes of the December 14, 2010 regular meeting.

Motion approved 5-0-2. Mayor Story declared the motion carried.

Councilman Savage and Councilman Griffin abstained due to not being present at this meeting.

NEW BUSINESS

- 3. Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 37th Year Program for the proposed milling and 2" asphalt overlay on Bedford Court East from Dora Street to Brown Trail, Phyllis Street from Dora Street to Brown Trail and Gaye Street from Glenda Drive to Brown Trail.**

This item was moved after Item #11.

Public Works Director John Kubala presented information regarding this resolution. This project is for milling and 2" asphalt overlay on Bedford Court East from Dora Street to Brown Trail, Phyllis Street from Dora Street to Brown Trail, and Gaye Street from Glenda Drive to Brown Trail. The estimated cost of this project is \$96,000 and staff would be submitting a grant request in that amount. The cost to the City will be \$7,000 which is a match for doing the engineering design. The request will go to the Mayors Council in May where they will make a decision on the amount of funds available.

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

John DeLorme, 1129 Woodvale Drive, Bedford, TX 76021 – Mr. DeLorme urges the Council to go after this money. These streets are among the worst in town and they desperately need to be done along with other streets in the area. He urges Council to vote for this grant. Every level of government is tightening their belts is so may be the last opportunity for this type of grant and the City should go after this type of grant while we have the opportunity.

Mayor Story closed the public hearing at 7:01 p.m.

Motioned by Councilman Savage, seconded by Councilman Griffin, to approve a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 37th Year Program for the proposed milling and 2" asphalt overlay on Bedford Court East from Dora Street to Brown Trail, Phyllis Street from Dora Street to Brown Trail and Gaye Street from Glenda Drive to Brown Trail.

Motion approved 7-0-0. Mayor Story declared the motion carried.

- 4. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Prim Construction, LLC in the amount of \$193,430.65 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project.**

This item was approved on consent.

- 5. Consider a resolution authorizing the purchase of a replacement flat bed dump truck in the amount of \$75,214 through the State of Texas Buy Board Purchasing Program.**

This item was approved on consent.

- 6. Consider a resolution authorizing the purchase of a replacement dump truck in the amount of \$116,813 through the State of Texas Buy Board Purchasing Program.**

This item was approved on consent.

- 7. Consider a resolution authorizing the City Manager to enter into Change Order #2 with McClendon Construction Company, Inc. in the amount of \$26,688.95 for the removal and replacement of a concrete flume for the Patti Drive Paving Improvements.**

This item was approved on consent.

- 8. Consider a resolution authorizing the City Manager to enter into a contract with Up Close Inspections for third party multi-family inspections beginning January 12, 2011 in an amount not to exceed \$17,500.**

This item was approved on consent.

- 9. Consider a resolution authorizing the purchase of a replacement code enforcement truck in the amount of \$16,716 through the State of Texas Buy Board Purchasing Program.**

This item was approved on consent.

- 10. Consider a resolution authorizing the City Manager to renew the contract agreement for one year with Comsel Communication to provide sponsorship consulting services for the City of Bedford 4thfest and Labor Day Blues & BBQ Festival.**

This item was approved on consent.

- 11. Consider a resolution accepting the nomination of a room at the new Library to be named after Bonnie Finn by the Bedford Library Friends.**

This item was moved before Item # 3.

Jim Davisson, 1612 Arbor Crest Drive, Bedford, TX – Mr. Davisson and David Franklin were there to represent the Bedford Library Friends. They are asking the Council to consider naming a room or

something prominent in the new Library after Bonnie Finn. There has been a Bonnie Finn Room in the old Library for a number of years. A room was named for her after her 27 years of service as a librarian, her service on the Library Advisory Board, as a member of the Friends, as a supporter of the Library and her volunteer work. Naming something would help with continuity to the new Library. She was involved in moving the location of the Library three times. She guided the Library with enthusiasm, kindness and strength that continues with the current librarian. The groundwork for the Library was laid by Bonnie Finn and they believe it is a fitting tribute to her and that she is an immensely deserving individual and hope the Council considers this resolution.

Council was of the consensus to name the conference room at the new Library after Bonnie Finn.

Motioned by Councilman Griffin, seconded by Councilman Brown, to approve a resolution accepting the nomination of a room at the new Library to be named after Bonnie Finn by the Bedford Library Friends and the room recommended is the conference room.

Motion approved 7-0-0. Mayor Story declared the motion carried.

12. Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$34,098 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces Inc.

This item was approved on consent.

13. Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc., to provide towing for City initiated tows.

This item was approved on consent.

14. Consider a resolution nominating Councilman Roger Fisher for the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council.

This item was approved on consent.

15. Discussion and possible action to select council member to serve on the board of the HEB Economic Development Foundation. *Item requested by Mayor Story.**

Mayor Story requested this item be placed on the agenda for discussion and possible action. The City is allowed one council member on this board. Councilman Savage resigned this position recently due to personal issues and the Council needs to come up with a replacement.

Motioned by Councilman Brown, seconded by Councilman Turner, to nominate Mayor Story to serve on the board of the HEB Development Foundation.

Motion approved 5-2-0. Mayor Story declared the motion carried.

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

16. Report on most recent meeting of the following Boards and Commissions:

- ✓ **Animal Control Board- Councilman Griffin**

No report was given.

- ✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

✓ **Beautification Commission- Councilman Turner**

Councilman Turner stated that the Beautification Commission had a well deserved break for the holidays. They are now rolling up their sleeves to get back to the hard work of the Commission.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the Community Affairs Commission had the month of December off. Their next meeting is January 20 at 5:30 p.m. in the conference room in City Hall.

✓ **Library Board- Councilman Brown**

Councilman Brown stated that the Library Board had the month of December off as well. Their next meeting is Wednesday January 19 at 7:00 p.m. at the new Library.

✓ **Parks & Recreation Board- Councilman Griffin**

Councilman Griffin stated that the Board met last week. He wanted to alert Council to the fact that at their meeting on February 3 the Board will work on finalizing authorization for the grant. The Council will need a public hearing at their meeting on February 8 to approve the grant submission. The Parks Board will make a presentation at that meeting. The grant documentation will have to be completed by March 1, 2011.

✓ **Senior Citizen Advisory Board- Councilman Savage**

Mr. Savage gave no report on the Senior Citizen Advisory Board. He did want to thank the Council for their prayers and support during this stressful time.

✓ **Teen Court Advisory Board- Councilman Champney**

Councilman Champney stated he attended the last meeting of the Teen Court Advisory Board on Thursday. Wilma Clemmons, the new representative from Bedford, was there. The Board is in the process of preparing the banquet and scholarship program for the teens. He will be attending an upcoming teen court session and trial.

17. Council member reports

✓ **Mayor Story- Mayor Story- Comments about Michael Wood, a former Bedford Resident and Trinity High School graduate, who now performs with River Dance.**

Mayor Story received a call from a very proud mother. Her son, Michael Wood, went through HEB schools and graduated from Trinity. He always wanted to be a stage performer. He won a school talent show in 2003 and competed in UIL, earning second chair bass in the all-state choir. His summers were spent performing at Six Flags and Mary Kay conventions. He graduated from the Ann Lacy School of American Dance and Arts Management at Oklahoma City University in 2008. He has spent the last two years honing his skills as a singer and dancer with the Jean Ann Ryan productions aboard Norwegian Cruise Lines. He is now touring the United States with Riverdance. The production will be at the Verizon Theater in Grand Prairie January 14-16. It is always nice to have local person doing well who should be recognized, so congratulations to Michael.

18. City Manager report

City Manager Beverly Queen Griffith welcomed back Councilman Savage. Staff has really missed him.

19. 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 8:02 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director
Stephanie Corso, Environmental Specialist

ITEM:

Consider an ordinance amending Chapter 118 "Utilities," Article VI "Cross Connection Control Program" of the City of Bedford Code of Ordinances, as amended in its entirety by the adoption of the revised cross connection control program.

DISCUSSION:

The purpose of the Cross Connection Control Program Ordinance is to update current City regulations regarding backflow prevention assemblies in order to stay current with today's water issues, as well as to remain compliant with State and Federal regulations. Backflow prevention devices prevent potential contamination to the City water supply by preventing the backflow of non potable water into the distribution system due to back siphonage or loss in pressure. Such conditions can occur during water main breaks. The City of Bedford is responsible for protecting drinking water quality per State regulations. The original cross connection control ordinance was passed in 1999. It is vague and outdated and needs to be updated to ensure the City has the proper authority to protect the integrity of the distribution system.

RECOMMENDATION:

Staff recommends the following motion:

Consider an ordinance amending Chapter 118 "Utilities," Article VI "Cross Connection Control Program" of the City of Bedford Code of Ordinances, as amended in its entirety by the adoption of the revised cross connection control program.

FISCAL IMPACT:

N/A

ATTACHMENT:

Cross Connection Control Ordinance

ORDINANCE 11-

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES," ARTICLE VI "CROSS CONNECTION CONTROL PROGRAM" OF THE CITY OF BEDFORD CODE OF ORDINANCES, AS AMENDED IN ITS ENTIRETY BY THE ADOPTION OF THE REVISED CROSS CONNECTION CONTROL PROGRAM.

WHEREAS, it is the responsibility of the City to protect the public potable water supply of the City from the possibility of contamination or pollution by isolating within the customer's internal distribution system(s) or the customer's private water system(s) such contaminants or pollutants that could backflow into the public water system; and,

WHEREAS, it is the responsibility of the City to promote the elimination or control of existing cross connections, actual or potential, between the customer's in-plant potable water system(s) and nonpotable water systems, plumbing fixtures, and industrial piping systems in conjunction with the current adopted Plumbing Code; and,

WHEREAS, it is the responsibility of the City to provide for the maintenance of a continuing program of cross connection control that will systematically and effectively prevent the contamination or pollution of any City potable water by requiring the certification and operational testing of all testable backflow prevention assemblies located on a premises and requiring the installation of approved backflow prevention assemblies; and,

WHEREAS, the City is required to comply with the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems (30 TAC §§ 290.38 through 290.49).

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

SECTION 1. That all matters stated herein above are found to be true and correct and are incorporated herein by reference.

SECTION 2. That Chapter 118 "Utilities" of the City of Bedford Code of Ordinances, as amended in its entirety by the adoption of the revised "Cross Connection Control Program," read as follows:

Sec. 118-181. Cross-connection standards.

Every source of contamination or possible contamination from any contaminant which originates from, or is located at a residential or commercial establishment, which is connected to any public water supply or which provides water to the public, shall be equipped with the protection required under the provisions of this article.

Sec. 118-182. Definitions.

For the purpose of this article, the following definitions apply unless the context clearly indicates or requires a different meaning. If a word or term used in this article is not contained in the following list, its definition or other technical terms used, shall have the meanings or definitions listed in the most recent adopted edition of the City Plumbing Code and/or the Manual of Cross Connection Control published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California. The following definitions shall apply to this article:

Air gap shall mean a physical separation between the free flowing discharge end of a potable water supply piping and/or appurtenance and an open or nonpressure receiving vessel, plumbing fixture or other device. An "approved air-gap separation" shall be at least twice the diameter of the

supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture or other device and in no case, less than one inch.

Atmospheric vacuum breaker backflow prevention device or atmospheric vacuum breaker or AVB shall mean a device used to prevent backsiphonage in non-health hazard conditions. This device cannot be tested and cannot prevent backpressure backflow.

Auxiliary supply shall mean any water source or system other than the public water system that may be available in the building or on the property, including ground water or surface waters used for industrial, irrigation or any other purpose.

Backflow prevention assembly or assembly shall mean an assembly to counteract back pressure or prevent backsiphonage.

Backflow shall mean the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the City's water.

Backpressure shall mean any elevation of pressure in the downstream piping system (by any means) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow and the introduction of fluids, mixtures or substances from any source other than the intended source.

Backsiphonage shall mean the flow of water or other liquids, mixture or substances into the distribution pipes of a potable water supply system from any source other than its intended source, caused by a sudden reduction of pressure in the potable water supply system.

Boresight or Boresight to daylight shall mean providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.

City or the City shall mean the City of Bedford or its' representative.

Commercial establishment shall mean property or location which is used primarily for manufacture, production, storage, wholesaling or retailing of services which is or may be placed in the flow of commerce, or any property or location which is used primarily for the provision of any service.

Commission shall mean the Texas Commission on Environmental Quality (TCEQ).

Contaminants shall mean any foreign material, solid or liquid, not common to the potable water supply which makes the water unfit or undesirable for human or animal consumption.

Contamination means the admission of contaminants into the potable water supply system.

Cross-connection shall mean any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, through which it is possible for any nonpotable, used, unclean, polluted and contaminated water, or other substances, to enter into any part of such potable water system under any condition or set of conditions.

Cross-connection control device shall mean any nationally approved or recognized device placed upon any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, which is designed to prevent nonpotable, used, unclean, polluted and contaminated water, or other substances, from entering into any part of such potable water system under any condition or set of conditions.

Customer service inspection shall mean an inspection designed to inspect and detect any actual or potential cross-connection hazards and/or the lead action level in solder or flux, pipe or pipe fittings exceeds acceptable State levels.

Degree of hazard shall mean the low or high hazard classification that shall be attached to all actual or potential cross-connections.

(1) ***Health hazard*** means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

(2) ***High hazard*** means the classification assigned to an actual or potential cross-connection that potentially could allow a substance that may cause illness or death, to backflow into the potable water supply.

(3) ***Low hazard*** means the classification assigned to an actual or potential cross-connection that potentially could allow a substance that may be objectionable, but not hazardous to one's health, to backflow into the potable water supply.

(4) ***Pollution hazard*** means an actual or potential threat to the physical properties of the water system, or the potability of the public or the consumer's potable water system, but which would not constitute a health or system hazard, as defined. Maximum degree of intensity of pollution which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances.

(5) ***System hazard*** means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply, or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Director shall mean the Public Works Director or their designee who is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of this article.

Double check detector backflow prevention assembly or double check detector or DCDA shall mean an assembly composed of a line-size approved double check assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for very low rates of flow.

Double check valve backflow prevention assembly or double check assembly or double check or DC shall mean an assembly which consists of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

Fire line tester shall mean a tester who is employed by a state approved fire line contractor and is qualified to test backflow prevention assemblies on fire lines only.

General tester shall mean a tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service; except fire lines.

Mobile unit shall mean any operation which may have the potential to introduce contaminants into a potable water system from a mobile source. These include, but are not limited to: carpet cleaning vehicles, water-hauling vehicles, street-cleaning vehicles, liquid-waste vehicles, power-wash operations, and pest-control vehicles.

Nonresidential use shall mean water used by any person other than a residential customer of the water supply, and include all uses not specifically included in "residential uses".

Person shall mean any individual, partnership, associations, corporations, firms, clubs, trustees, receivers, and bodies politic or corporate.

Point-of-use isolation shall mean the appropriate backflow prevention within the consumers water system at the point at which the actual or potential cross-connection exists.

Potable water supply shall mean any water supply intended or used for human consumption or other domestic use.

Premises shall mean any piece of property to which water is provided; including all improvements, mobile structures, and structures located on it.

Premises isolation shall mean the appropriate backflow prevention at the service connection between the public water system and the water user.

Pressure vacuum breaker backflow prevention assembly or pressure vacuum breaker or PVB shall mean an assembly which provides protection against backsiphonage, but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an AVB, and can be used with downstream resilient seated shutoff valves. In addition, the assembly has suction and discharge gate valves and resilient seated test cocks which allow the full testing of the assembly.

Public water system or system shall mean any public or privately owned water system which supplies water for public domestic use. The system will include all services, reservoirs, facilities, and any equipment used in the process of producing, treating, storing, or conveying water for public consumption.

Reduced pressure principle backflow prevention assembly or reduced pressure principle assembly or RP assembly or RP shall mean an assembly containing two independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves, and at the same time below the first check valve. The assembly shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly.

Reduced pressure principle detector backflow prevention assembly or reduced pressure detector or RPDA shall mean an assembly composed of a line-size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter shall register accurately for very low rates of flow.

Regulatory authority shall mean any municipal officer or department of the City, appointed by the City manager to administer this article.

Representative of the water system shall mean a person designated by the City to perform cross-connection control duties that shall include, but are not limited to, cross-connection inspections and water use surveys.

Residential use shall mean water used by any residential customer of the water supply and include single family dwellings, duplexes, multiplexes, housing and apartments where the individual units are each on a separate meter; or, in cases where two or more units are served by one meter, the units are full-time dwellings.

Service connection shall mean the point of delivery which the water purveyor loses control of the water.

Spill-resistant pressure vacuum breaker or SVB shall mean an assembly containing an independently operating, internally loaded check valve and independently operating, loaded air inlet valve located on the discharge side of the check valve. This assembly is to be equipped with a properly located resilient seated test cock and tightly closing resilient seated shutoff valves attached at each end of the assembly.

Tester shall mean a person that is a certified backflow prevention assembly technician approved by and registered with the City and the TCEQ.

Thermal expansion shall mean heated water that does not have the space to expand.

TCEQ shall mean the Texas Commission on Environmental Quality.

Used water shall mean water supplied by a public water system to a water user's system after it has passed through the service connection.

Water use survey shall mean a survey conducted or caused to be conducted by the local authority designed to identify any possible sources of contamination to the potable water supply.

Sec. 118-183. Right-of-way encroachment.

No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way except as provided in this section.

(1) A backflow prevention assembly required by the City may be installed upon or within any City right-of-way only if the owner proves to the City that there is no other feasible location for installing the assembly, and installing it in the right-of-way will not interfere with traffic or utilities. The City retains the right to approve the location, height, depth, enclosure, and other requisites of the assembly prior to its installation.

(2) All permits and inspections required by this Code to perform work in the right-of-way shall be obtained.

(3) The assembly shall be installed below or flush with the surrounding grade except when it is not practicable to install it in this manner. Any assembly or portion of an assembly which extends aboveground shall be located no closer than 18 inches to the face of the curb.

(4) The City shall not be liable for any damage done to or caused by an assembly installed in a right-of-way

(5) A property owner shall, at the request of the City and at the owner's expense, relocate a backflow prevention assembly which encroaches upon any City right-of-way when such relocation is necessary for street or utility construction, or repairs for purposes of public safety.

(6) A person commits an offense if he/she fails to relocate a backflow prevention assembly located in or upon any City right-of-way after receiving a written order from the regulatory authority.

Sec. 118-184. Multiple connections.

Any premises requiring multiple service connections for adequacy of supply and/or fire protection will be required to install a backflow assembly on each of the additional service lines to the

premises. The type of assembly will be determined by the degree of hazard that could occur in the event of an interconnect between any of the buildings on the premises.

Sec. 118-185. Backflow prevention assembly requirement.

(a) The backflow prevention assembly protection which is required under this ordinance shall be any of the duly nationally recognized and authorized backflow prevention assemblies listed in a State of Texas approved Plumbing Code, or as determined by the regulatory authority. Each backflow prevention assembly must have been approved by the regulatory authority prior to installation. Failure to obtain such approval prior to installation of the backflow prevention assembly may result in the backflow prevention assembly failing to meet final approval by the regulatory authority. The regulatory authority shall determine the type and location of a backflow assembly to be installed within the area served by the City. The assembly will be required in each of the following circumstances, but the representative is in no way limited to the following circumstances:

(1) The nature and extent of any activity of the premises, or the materials used in connection with any activity of the premises, or materials stored on the premises, could contaminate or pollute the potable water supply.

(2) Premises having one or more cross-connections.

(3) Internal cross-connections are present that are not correctable.

(4) Intricate plumbing arrangements that are present which make it impractical to ascertain whether cross-connections exist.

(5) There is unduly restricted entry so that inspections for cross-connections cannot be made with sufficient frequency to assure that cross-connections do not exist.

(6) Installation of an approved backflow prevention assembly is deemed to be necessary to accomplish the purpose of these regulations in the judgment of the City.

(7) An appropriate cross-connection survey report form has not been filed with the public works/water utilities department of the City upon request of the City.

(8) A fire suppression system that is connected to the City's water system.

(9) A new construction, if deemed necessary in the customer service inspection. The type of assembly required will be determined by the degree of hazard.

(10) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly may be installed at the service connection that supplies water for public domestic use.

(11) Any used water return system.

(12) In the event a point-of-use assembly has not had the testing or repair done as required by this article, a premises isolation assembly will be required.

(13) If it is determined that additions or alterations have been made to the plumbing system without obtaining proper permits, premises isolation may be required.

(14) All multistory non-residential buildings or any building with a booster pump, or elevated storage tank.

(15) Retrofitting will be required on all high hazard connections and wherever else the City deems necessary to retrofit.

(b) All backflow prevention assemblies installed after the effective date of this article shall be installed in a manner designed to facilitate ease of inspection by the regulatory authority of the City or his chosen representative. Any currently installed backflow prevention assemblies which are located in inaccessible locations, or where the tester is subject to physical danger, shall be relocated to approved locations following current national guideline standards.

Sec. 118-186. Testing of assemblies.

(a) The regulatory authority shall inspect and test, or cause to be inspected and tested, all backflow prevention assemblies in each of the following circumstances:

- (1) Immediately after installation;**
- (2) Whenever the assembly is moved;**
- (3) A minimum of once a year for all backflow prevention assemblies at commercial facilities;**
- (4) A minimum of once a year for all high hazard backflow prevention assemblies;**
- (5) Premises that have been vacated and unoccupied for one year, prior to re-occupancy; or**
- (6) Immediately after repairs.**

(b) All assembly testing shall be performed by a state certified backflow prevention assembly tester, approved by the regulatory authority.

(c) Duly authorized employees of the City bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this article. Persons and occupants of premises which are provided water service by the City, either directly or indirectly, shall allow the City or their representatives ready access at all reasonable times to all parts of the premises for the purposes of inspection, testing, records examination, or in the performance of any of their duties. Where persons or occupants of premises have security measures in force which would require proper identification and clearance before entry into their premises, the persons and occupants of the premises shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the City will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

(d) The City is not liable for damage to a backflow prevention assembly which may occur during testing.

(e) The regulatory authority may cause a water use survey to be conducted at any establishment located in the City which is served by a public water supply or which provides water to the public. Upon determination by the regulatory authority that the establishment falls under the provisions of this ordinance and requires a backflow prevention assembly, the regulatory authority shall issue a notice to abate the condition or order the establishment to install the proper backflow prevention assembly.

(f) It is the responsibility of any person who owns or controls property to have all assemblies tested in accordance with this article. Assemblies may be required to be tested more frequently if the regulatory authority deems necessary.

(g) All results from assembly testing by a certified backflow prevention assembly tester shall be placed on a form that is provided by the City.

Sec. 118-187. Thermal expansion.

It is the responsibility of any person who owns or controls property to eliminate the possibility of thermal expansion, if a closed system has been created by the installation of a backflow assembly.

Sec. 118-188. Pressure loss.

Any reduction in water pressure caused by the installation of a backflow assembly is not the responsibility of the City.

Sec. 118-189. Residential service connections.

Any person who owns or controls any residential property which has been determined to have an actual or potential cross-connection will be required to eliminate the actual or potential cross connection or have an approved backflow assembly installed in accordance with this article.

Sec. 118-190. Rental properties.

Any person who owns or controls property is responsible for the installation, testing and repair of all backflow assemblies on their property.

Sec. 118-191. Customer service inspection.

(a) Pursuant to TCEQ water system regulations, a customer service inspection for cross connection control shall be completed by the regulatory authority prior to providing continuous water service in each of the following circumstances:

(1) Water service to a newly constructed facility or previously nonexistent premises.

(2) After any material improvement to building(s) or premises.

(3) Any correction or addition to the plumbing of any facility or premises.

(4) The regulatory authority deems it necessary.

(b) Permanent water service shall not be supplied to a new construction facility(s) until after the customer service inspection is completed by the regulatory authority or representative.

(c) Temporary water services which possess a potential cross-connection threat to the potable water supply shall be protected by an approved backflow prevention assembly.

Sec. 118-192. Installation guidelines, requirements, standards, and specifications.

(a) General to ensure proper operation and accessibility of all backflow prevention assemblies, the following national guideline requirements shall apply to the installation of these assemblies.

(1) Backflow prevention assemblies shall be installed in accordance with the current TCEQ Rules and Regulations. The assembly installer must obtain the required plumbing permits and have the installation inspected by a representative of the regulatory authority.

(2) At those facilities where the regulatory authority requires a backflow prevention assembly to be installed at the point of delivery of the water supply, such installation of the assembly must be before any branch in the line and on private property located just inside the boundary between the City right of way and the landowner's property. The regulatory authority may specify other areas for installation of the assembly. Assemblies that must be installed or are located on City rights-of-way are the responsibilities of the business or entity that the water line is serving.

(3) The assembly must be protected from freezing and other severe weather conditions.

(4) All backflow prevention assemblies shall be of a type and model approved by the regulatory authority.

(5) All vertical installations of backflow assemblies must have prior approval by the regulatory authority.

(6) Assemblies installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.

(7) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line must not be installed.

(8) Premises, where an uninterrupted water supply is critical, should be provided with two assemblies installed in parallel. They should be sized in such a manner that either assembly will provide the maximum flow required.

(9) Lines should be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.

(10) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provisions for the parallel installation of assemblies of the same type so that testing, repair, and maintenance can be performed.

(11) The property owner assumes all responsibility for any damages resulting from installation, operation, and/or maintenance of a backflow assembly. The owner shall be responsible for keeping all backflow prevention assembly vaults reasonably free of silt and debris.

(12) Upon completion of installation, the regulatory authority shall be notified and all assemblies must be inspected and tested. All assemblies must be registered with the regulatory authority and shall provide the date of installation, manufacturer, model, type, size, serial number of the backflow assembly, and initial test report.

(b) Reduced pressure principle backflow prevention assembly (RP) may be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system. The RP is normally used in locations where an air gap is impractical. The RP is effective against both backsiphonage and backpressure.

(1) RPs must be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. Consult manufacturer's specifications for specific performance data.

(2) The assembly must be readily accessible for testing and maintenance and must be located in an area where water damage to building or furnishing would not occur from relief valve discharge. The property owner assumes all responsibility for any damage caused by water discharge from an RP assembly. An approved air gap shall be located at the relief valve orifice of RP assemblies.

(3) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. RPs are typically installed above grade in well drained areas, but may be installed below grade (ground level) if a boresight drain to daylight is provided. The drain shall be of adequate capacity to carry the full rated flow of the assembly and shall be screened on both ends.

(4) Enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Removable protective enclosures are typically installed on the smaller assemblies. Daylight drain ports must be provided to accommodate full pressure discharge from the assembly.

(5) Assemblies two inches and smaller shall have at least six-inch clearance on both sides and on top of the assembly, and 12 inches below and behind the assembly. All assemblies larger than two inches shall have a minimum of 12 inches on the back side, 24 inches on the test cock side, and the relief valve opening shall be at least 12 inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six feet zero inches is required in vaults without a fully removable top. A minimum access opening of 30 inches is required on all vault lids.

(6) All RP assemblies must be tested in accordance with this article. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority upon installation of any backflow prevention assembly.

(7) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations must have prior written approval by regulatory authority.

(c) Reduced pressure principle detector backflow prevention assembly (RPDA) may be utilized in all installations requiring a reduced pressure principle backflow prevention assembly and detector metering.

(1) RPDAs shall comply with the installation requirements applicable for reduced pressure principle backflow assemblies (RP).

(2) The line-size RP assembly and the bypass RP assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.

(d) Double check valve backflow prevention assembly (DC) may be utilized at premises where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system.

(1) DCs must be sized to provide an adequate supply of water and pressure for premises being served. Consult manufacturer's specifications for specific performance data.

(2) Premises, where an uninterrupted water supply is critical, should be provided with two assemblies installed in parallel. Assemblies should be sized in such a manner that either assembly will provide the minimum water requirements while the two together will provide the maximum flow required.

(3) The assembly shall be readily accessible with adequate room for testing and maintenance. DCs may be installed below grade, providing all test cocks are fitted with brass pipe plugs. All vaults shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.

(4) Assemblies two inches and smaller shall have at least six-inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than

24 inches below grade. All assemblies larger than two inches shall have a minimum clearance of 12 inches on the back side, 24 inches on the test cock side, and 12 inches below the assembly. Headroom of six feet zero inches is required in vaults without a fully removable top. A minimum access opening of 30 inches is required on all vault lids. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward. These clearance standards apply to all assemblies installed in vaults, enclosures, and meter boxes.

(5) Vertical installations of DCs are allowed only on sizes up to and including four inches that meet the following requirements:

- a. Internally spring-loaded check valves;
- b. Flow is upward through assembly;
- c. Manufacturer states their assembly can be used in a vertical position; and
- d. Approved by director.

(6) All DCs must be tested in accordance with this article. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority upon installation of any backflow prevention assembly.

(7) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations must have prior written approval by the regulatory authority.

(e) Double check detector backflow prevention assembly (DCDA) may be utilized in all installations requiring a double check valve assembly and detector metering.

(1) DCDA's shall comply with the installation requirements applicable for double check valve assemblies (DCs).

(2) The line-size DC assembly and the bypass DC assembly must each be tested. A separate test report for each assembly must be completed by the certified tester.

(f) Pressure vacuum breaker backflow prevention assembly (PVB) may be utilized at point-of-use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against backsiphonage only and shall not be installed where there is potential for backpressure.

(1) Assembly shall be installed a minimum of 12 inches above highest downstream piping.

(2) PVBs shall not be installed in an area subject to flooding or where damage would occur from water discharge.

(3) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of 12 inches all around the assembly.

(4) All PVBs must be tested in compliance with this article. Tests are the responsibility of the assembly owner. The owner must notify the regulatory authority upon installation of any backflow prevention assembly.

(5) Variances from these specifications will be evaluated on a case by case basis. Any deviations must have prior written approval of the regulatory authority.

(g) Spill resistant pressure vacuum breaker backflow prevention assembly (SVB) may be utilized in all installations requiring a pressure vacuum breaker.

(1) SVBs shall comply with the installation requirements applicable for pressure vacuum breaker backflow prevention assemblies.

(h) Atmospheric vacuum breakers (AVB) provide minimal protection and are approved for very low hazard application only. AVBs protect against backsiphonage only and are prohibited where there is potential for backpressure.

(1) The assembly shall be installed a minimum of six inches above the highest use outlet or overflow level downstream from assembly.

(2) Shut-off valves downstream from the assembly are prohibited.

(3) AVBs are allowed for only those applications where there is less than 12 hours per day of continuous use.

(4) AVBs cannot be installed below grade.

(5) AVBs cannot be used around toxic or poisonous fumes.

(6) AVBs shall not be installed in an area subject to flooding or where damage may occur from water discharge.

(7) AVBs are allowed for point-of-use protection only.

Sec. 118-193. Air gap separation.

Air gaps provide maximum protection from backflow hazards and should be utilized at all locations where "high" hazardous substances are at risk of entering the potable water system.

(1) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel and in no case less than one inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a 45° angle. The air gap distance is measured from the bottom of the angle. Hoses are not allowed.

(2) Air gap separations shall not be altered in any way without prior approval from the regulatory authority and must be available for inspection at all reasonable times.

(3) Side walls, ribs or similar obstructions do not affect air gaps when spaced from the inside edge of the spout opening at a distance greater than three times the diameter of the effective opening for a single wall, or at a distance greater than four times the effective opening for two intersecting walls.

Sec. 118-194. Fire suppression systems.

All new installations of a fire suppression system, which utilize the City's potable water supply, shall have installed an approved backflow prevention device according to the degree of hazard.

An approved double check detector backflow prevention assembly (DCDA) or reduced pressure detector assemblies (RPDA) shall be the minimum protection for fire sprinkler systems using piping material that is not approved for potable water use and/or that does not provide for periodic flow-through during each 24-hour period; unless a variance has been issued in writing from the regulatory authority. A RPDA must be installed if any solution other than the potable water can be introduced into the sprinkler system.

(1) It is the responsibility of all property owners and persons in charge of any premises to abide by the conditions of this article. In the event of any changes to the plumbing system, it is the

responsibility of the property owners to notify the regulatory authority. All costs associated with this article and the purchase, installation, testing and repair of a DCDA or RPDA is the responsibility of the property owner and persons in charge of any premises.

(2) Upon the approved installation of the DCDA or RPDA, a cross-connection test report completed by a licensed fire line tester must be sent to the attention of the regulatory authority or his representative and include the information required by this article.

Sec. 118-195. Fire hydrant protection.

An approved double check detector backflow prevention assembly (DCDA) or reduced pressure detector assemblies (RPDA) shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during any construction or other uses which would pose a potential hazard to the public water supply. A RPDA must be installed if any solution other than the potable water can be introduced into the public water system.

(1) It is the responsibility of all persons engaging in the use and rental of a fire hydrant water meter to abide by the conditions of this article. All fire hydrant water meter rentals shall meet the current requirements as provided for by the utility customer service division.

(2) Only City fire hydrant water meters with approved backflow prevention assemblies are allowed to be used within the City limits.

(3) A deposit is required to ensure the return of all water meter and backflow assemblies to the utility customer billing division. Failure to return the assemblies can result in the forfeiture of deposit and/or enforcement action being taken against the responsible party, as allowed for in the penalty section of this article (see Schedule of Fees).

(4) All nonapproved fire hydrant meters which are found to be in use in the City will be confiscated and enforcement action taken against the responsible party, as allowed for in the enforcement section in this article.

Sec. 118-196. Compliance for lawn irrigation.

All lawn irrigation system installations shall obtain a permit issued by the building inspection department for such installations. Installation requirements must comply with the current City plumbing code and or guidelines for the appropriate device found in this article. Interconnections of the potable water supply with an alternate water source is prohibited unless appropriate backflow protection is installed. High hazard backflow protection devices must be installed if any mechanical injection stations are used with the irrigation system.

Sec. 118-197. Mobile units.

The connection of a mobile unit to any potable water system is prohibited unless such connection is protected by an air gap or an approved backflow prevention assembly. Prior approval and annual device testing of any backflow prevention assembly must be received from the regulatory authority before connecting to any potable water system.

Sec. 118-198. Responsibilities.

(a) **Property owner.** It is the responsibility of all property owners and/or persons in charge of any premises to abide by the conditions of this article and to comply with the following:

(1) Payment of all costs associated with this article and the purchase, installation, testing and repair of backflow prevention assemblies.

(2) To have installed and maintain all backflow prevention assemblies in accordance with this article and acceptable industry practice.

(3) All commercial establishments shall cause to have all backflow prevention assemblies on their premises tested annually. Such testing must be conducted by a certified cross connection tester who is registered with the City.

(4) Maintain all backflow prevention assemblies in proper working order at all times, including repair as required.

(5) Maintain all backflow prevention assemblies in a manner which allows them to be tested by a method that has been approved by the regulatory authority.

(6) All records related to backflow prevention assembly installation, testing and repair shall be maintained on the premises for a minimum of three years.

(b) Certified backflow prevention assembly tester shall comply with the following requirements:

(1) Annually register with the regulatory authority and pay the required fee (see Schedule of Fees).

(2) Maintain testing equipment in proper working condition calibration.

(3) Maintain the design or operation characteristics of an assembly.

(4) Ensure that devices are tested according to accepted industry practice and TCEQ regulations.

(5) Enter required testing data, including test gauge serial numbers, on cross-connection test forms obtained from the regulatory authority.

(6) Report test results to the regulatory authority within 30 days of testing.

(7) Provide a copy of the completed test report to the property owners and/or persons in charge of any premises.

(8) Maintain testing and/or repair records for a minimum of three years.

(c) Regulatory authority. The regulatory authority shall inspect and initially test, or cause to be tested, all backflow prevention assemblies installed pursuant to the requirements of this article. For new facilities, permanent water service shall not be provided until all backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the regulatory authority shall not approve a certificate of occupancy until all backflow prevention assemblies have been tested and are operational. The City shall not be liable for damage caused to any backflow prevention assembly as a result of the inspection or testing.

Sec. 118-199. Backflow prevention assembly tester certification registration required.

Only approved TCEQ licensed backflow prevention assembly testers can test in the City. Testers must register annually with the regulatory authority, provide proof of TCEQ certification, provide proof that testing equipment is able to maintain a calibration of plus or minus 0.2 psid accuracy and pay an annual, nonrefundable, tester registration fee (see Schedule of Fees).

Sec. 118-200. Cross-connection control and prevention fees.

Certified backflow prevention assembly tester registration fee. Annual registration fee for approved testers shall be a nonrefundable fee (see Contractor fee on Schedule of Fees).

Sec. 118-201. Enforcement.

(a) Violations

- (1) A person commits an offense if he fails to maintain backflow prevention assemblies in compliance with this section.**
- (2) A person commits an offense if he fails to comply with a repair order issued by the regulatory authority.**
- (3) A person commits an offense if backflow from premises he owns, operates or manages enters the public water supply system.**
- (4) A person commits an offense if he fails to pay any fees required by this article.**
- (5) A person commits an offense if he violates any section of this article.**
- (6) A person commits an offense if he reinstates water service to a premises discontinued or disconnected under this article, except as directed by the regulatory authority.**
- (7) A person in charge of any facility commits an offense if he allows an unregistered tester to perform testing work at their establishment.**
- (8) A person commits an offense if he tests a backflow prevention assembly within the City without being registered with the regulatory authority.**
- (9) A person commits an offense if he tests a backflow prevention assembly within the City without being certified by the TCEQ.**

(b) Penalties.

- (1) Criminal penalty. A person who violates any provision of this chapter is violating a City ordinance that governs health and sanitation and shall be guilty of a misdemeanor for each day or portion thereof during which the violation is continued. Each such offense is punishable by a fine not to exceed \$500.**
- (2) Civil actions. The director is hereby authorized to enforce this chapter by civil court actions in accordance with the procedures therefore provided by state or federal law, including, without limitation, actions for injunction, damages, declaratory relief or other remedies that the director shall deem appropriate to pursue.**
- (3) Civil penalties. Notwithstanding any other provisions of this chapter, if:**
 - a. A person has received actual notice of the provisions of this chapter; and**
 - b. After the person received notice of the provisions of this article, such person committed or continued acts in violation of this article or failed to take action necessary for compliance with this article, the City attorney may initiate a suit against the owner, occupant, or manager of premises that are in violation of this chapter, to recover a civil penalty not to exceed \$1,000 per day for each such violation. Each day or fractional part thereof that such noncompliance continues shall constitute a separate violation for which civil penalties shall accrue under this**

chapter. Water service may be discontinued if violations are not corrected within five days of notification by the director.

A suit for civil penalties hereunder shall not prevent nor be a prerequisite for taking any other action against a person in violation of this article. Such suit may also include therein a request for such other and further relief as the City attorney shall deem advisable including, without limitation, an action for injunction or claim for damages to recover for expenses, loss, or damage to City property occasioned by reason of such violation.

(4) Remedies cumulative. All remedies authorized under this article are cumulative of all others unless otherwise expressly provided. Accordingly, the filing of a criminal action shall not preclude the pursuit of a civil or administrative action for violation of this article nor shall the filing of a civil action preclude the pursuit of any other action or remedy, administrative or criminal.

(5) Persons responsible. A person is responsible for a violation of this article if:

a. The person commits or assists in the commission of a violation; or

b. The person is the owner, occupant, or manager of the property or facility is determined to be the source of a violation of this article.

(6) Tenant responsibility. Where an owner of property leases or rents the same to any person as tenant or lessee, the owner or tenant or both may be held responsible by the director for noncompliance with the provisions of this article.

(7) Expenses, loss or damage. Any person violating the provisions of this article shall be liable to the City for all expenses, loss, or damage incurred by the City by reason of such violation.

(8) Failure to annually test. If the responsible party fails to have annual testing performed as required by this ordinance, the director may contract with a registered certified backflow prevention assembly technician to perform annual testing requirements and charge the customer for said expense(s) included with the monthly water bill. Nonpayment of this special billing shall be grounds for termination of service in accordance with this Code. The customer shall complete repairs and a re-certification of said assembly(s) within five days of a failed annual "test." Failure to repair defective backflow prevention assembly(s) within the appropriate time will result in notification to remove said service connection.

(9) Water service. The director may refuse or discontinue water service if a backflow prevention assembly is not installed, certified for operation, repaired or replaced as required under this chapter.

(10) Certificate of occupancy. The director may require submittal of complete test and maintenance reports to the utility of any testable backflow prevention device installed prior to final release of water or wastewater inspections. Failure to secure final release of water or wastewater connections shall result in placement of a hold on the issuance of the certificate of occupancy from the department of planning and development.

(c) Sanction for failure to pay inspection fees in addition to sanctions provided for by this article. The City is entitled to exercise sanctions provided for by other ordinances of the City.

(d) A certified tester's registration may be reviewed and revoked by the City if the regulatory authority determines that the tester:

(1) Has falsely, incompletely, or inaccurately reported assembly reports;

- (2) Has used inaccurate gauges;
- (3) Has used improper testing procedures; or
- (4) Has created a threat to public health or the environment.

SECTION 3. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined \$500. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

PRESENTED AND PASSED on this 25th day of January 2011, 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:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2010 through September 30, 2011; and declaring an effective date.

DISCUSSION:

The Street Improvement Economic Development Corporation (SIEDC) Board, at its meeting on January 18, 2011, adopted and recommended to the City Council a FY 10-11 amended budget in the amount of \$3,303,259. This amount resulted from combining the funds remaining at the end of FY 09-10 with the FY 10-11 budget. An analysis by the Finance Department concluded that the fund balance will accommodate the revised budget. We have attached the SIEDC Staff Report and the SIEDC Amended Budget detailing this information.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an Ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2010 through September 30, 2011; and declaring an effective date.

FISCAL IMPACT:

The Finance Department has concluded that the fund balance will accommodate the Amended Budget of \$3,303,259.

ATTACHMENTS:

Ordinance
SIEDC Staff Report
SIEDC Amended Budget

ORDINANCE NO. 11-

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF BEDFORD, TEXAS, FOR THE FISCAL PERIOD OF OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the City of Bedford Street Improvement Economic Development Corporation (SIEDC) is recommending to the City Council to amend the Corporation's budget which was adopted on September 14, 2010 for the 2010/2011 fiscal year; and,

WHEREAS, the City Council must formally amend the original budget to incorporate the approved changes.

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

SECTION 1. That the City Council does hereby amend the Annual Budget as reflected in the SIEDC Amended Budget.

SECTION 2. That the Annual Budget for the City of Bedford Street Improvement Economic Development Corporation and the City of Bedford, Texas, for the fiscal period of October 1, 2010 through September 30, 2011 in words and figures contained therein, is hereby amended and approved. A copy of said budget shall be maintained in the records of the City.

PRESENTED AND PASSED on this 25th day of January 2011, 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



AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director
Bill Shelton, Public Works Superintendent

ITEM:

Staff report to the Street Improvement Economic Development Corporation (SIEDC) on proposed Fiscal Year 10-11 Budget Amendment.

DISCUSSION:

The Public Works Department staff is proceeding with the:

- Rebuilding of King Drive from near Honor Oak Lane to Wade Drive and Merrill Drive from King Drive to Martha Drive – The lowest bid submitted was \$598,787.12. Of that amount, \$584,432.12 is the SIEDC portion of the work and \$14,355 will come from the Wastewater 2010 Certificates of Obligation. \$550,000 was budgeted for the work.
- Asphalt Slurry Seal (Microsurfacing) – The lowest bid submitted was \$87,400. \$60,000 was budgeted for the work.

In addition projects from FY 09-10 were still underway as of October 1, 2010. Funding for the remainder of those project costs need to be provided for in the FY 2010-11 Amended Budget. Those projects were:

- Patti Drive Street Improvements
- Barr Road Reconstruction
- Ravenswood Drive and King Drive Reconstruction
- ADA Ramps in Rebuild Areas

Since funds were not spent last fiscal year, as reflected in the Available Fund Balance, we need to make provisions for funding in FY 10-11. We propose reducing funding in Account 8499 Contingency (GIS Development) from \$35,000 to \$15,000, in Account 9109 Machinery from 69,600 to \$62,000 and increase funding in Account 8310 Contract Labor from \$963,500 to \$1,728,800. The result will increase the SIEDC budget from \$2,565,659 to \$3,303,259.

RECOMMENDATION:

We would recommend that the Street Improvement Economic Development Corporation adopt and recommend to the City Council a FY 10-11 amended budget in the amount of \$3,303,259.

FISCAL IMPACT:

An analysis by the Finance Department concludes that the fund balance will accommodate the revised budget.

ATTACHMENT:

SIEDC Funds Available
SIEDC Amended Budget

Street Improvement Economic Development Corporation
1/18/11

27-45-02		Approved Revised FY 2010	Approved Budget FY 2011	Proposed / Revised Budget FY 2011	Change
Supplies Cost:					
8105	Fuel and Oil	25,000	15,310	15,310	0
8106	Minor Apparatus	5,000	5,000	5,000	0
		30,000	20,310	20,310	0
Maintenance Cost:					
8208	Street Repairs (Internal Crews)	60,000	60,000	60,000	0
8210	Equipment Maintenance	12,500	15,000	15,000	0
8212	Vehicle Maintenance	7,500	10,380	10,380	0
		80,000	85,380	85,380	0
Contract Services:					
8310	Contract Labor	2,398,000	963,500	1,728,800	765,300
8321	Rentals	4,115	2,500	2,500	0
		2,402,115	966,000	1,731,300	765,300
Sundry:					
8412	Paying Age	0	100	100	
8498	Operating	1,372,919	1,378,269	1,378,269	0
8499	Contingency	35,000	35,000	15,000	(20,000)
		1,407,919	1,413,369	1,393,369	(20,000)
Capital Cost:					
9109	Machinery	109,100	69,600	62,000	(7,600)
9111	Motor Vehicle	135,063	11,000	11,000	0
		244,163	80,600	73,000	(7,600)
	Total	4,164,197	2,565,659	3,303,359	737,700

Street Improvement Economic Development Corporation
1/18/11

DETAIL OF CHANGES TO 8310 27-45-02		Approved Revised FY 2010	Approved Budget FY 2011	Proposed / Revised Budget FY 2011	Change
Contract Services:					
8310	Contract Labor				
	Crack Sealing Contract	100,000	60,000	57,300	(2,700)
	Concrete Street Repairs	60,000	60,000	48,000	(12,000)
	Asphalt Mill and Overlay	298,000	170,000	160,000	(10,000)
	Striping and Traffic Markings	80,000	60,000	13,000	(47,000)
	Microsurfacing / Slurry Seal	52,000	60,000	88,000	28,000
	Rebuild Asphalt: Merrill, King	0	550,000	590,000	40,000
	Rebuild Asphalt: Patti	332,000	0	410,000	410,000
	Barr Rd. Reconstruction	360,000	0	140,000	140,000
	Rebuild Ravenswood and King	875,000	0	64,000	64,000
	ADA Ramps in Rebuild Areas	0	0	155,000	155,000
	Investment Advisory Services	2,800	3,500	3,500	0
	MBIA Muni Services Sales Tax Recovery	3,200	0	0	0
		2,163,000	963,500	1,728,800	765,300



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Merrill Drive and King Drive Paving Improvements in the amount of \$598,787.12.

DISCUSSION:

The improvement of Merrill Drive and King Drive was included in the Street Improvement Economic Development Corporation (SIEDC) amended budget for this fiscal year. The project includes the replacement of the existing pavement. The existing pavement has experienced numerous failures because of the subgrade deterioration. The project was bid utilizing the Portland Cement Concrete (PCC) pavement. Alternative #1 added the use of a stronger subgrade material because of the past subgrade failures. Alternative #2 provides for the replacement of 435 feet of 6" sanitary sewer line in poor condition, by the pipe bursting method, which will be beneath the new pavement. Alternative #3 provides for the replacement of 435 feet of 6" sanitary sewer line in poor condition, by the open cut method, which will be beneath the new pavement. Included in the bid is the installation of a storm water drain at the Public Works Service Center. During a heavy rain, parts of the Service Center flood. The low bidder's bid appears to be excessive and we recommend rejecting this part of the bid. The SIEDC budget for the project was \$550,000. The SIEDC board has reviewed the bid and concurs with staff recommendations. The SIEDC board has approved covering the additional amount from carryover funds from the past fiscal year. The Staff recommends that the Council award the bid combining the base bid and alternatives #1 and #3 for a total bid of \$598,787.12.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Merrill Drive and King Drive Paving Improvements in the amount of \$598,787.12.

FISCAL IMPACT:

Street Improvement Economic Development Corporation Budget - \$584,432.12
Wastewater 2010 Certificates of Obligation - \$14,355.00

ATTACHMENTS:

Resolution
Bid Tabulation
Location Map

RESOLUTION NO. 11-

A RESOLUTION TO ACCEPT BIDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RELIABLE PAVING, INC. FOR THE MERRILL DRIVE AND KING DRIVE PAVING IMPROVEMENTS IN THE AMOUNT OF \$598,787.12.

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

WHEREAS, the Street Improvement Economic Development Corporation (SIEDC) 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 hereby accepts bids and authorizes the City Manager to enter into a contract with Reliable Paving, Inc. for the Merrill Drive and King Drive Paving Improvements in the amount of \$598,787.12.

SECTION 2. That funding in the amount of \$584,432.12 will come from the SIEDC budget and funding in the amount of \$14,355 will come from Wastewater 2010 Certificates of Obligation.

PASSED AND APPROVED this 25th day of January 2011, 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, Acting City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

Bid Date: December 7, 2010
BID TIME: 10:30 AM

			BIDDERS									
			Reliable Paving, Inc.		Stabile & Winn, Inc.		McClendon Construction Company, Inc.		JLB Contracting, LLC		New Star Grading & Paving Construction Company	
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$3,950.00	\$3,950.00	\$17,400.00	\$17,400.00	\$3,000.00	\$3,000.00
Remove 5" Reinforced Concrete Driveway	3,410	SF	\$3.00	\$10,230.00	\$0.50	\$1,705.00	\$0.60	\$2,046.00	\$0.85	\$2,898.50	\$1.00	\$3,410.00
Remove 6" HMAC Pavement	4,288	SY	\$3.20	\$13,721.60	\$2.50	\$10,720.00	\$4.00	\$17,152.00	\$3.21	\$13,764.48	\$4.00	\$17,152.00
Remove 4" Reinforced Concrete Sidewalk	188	SF	\$3.00	\$564.00	\$0.50	\$94.00	\$0.80	\$150.40	\$1.60	\$300.80	\$1.00	\$188.00
Remove Curb and Gutter	2,722	LF	\$4.00	\$10,888.00	\$1.00	\$2,722.00	\$1.75	\$4,763.50	\$2.05	\$5,580.10	\$2.50	\$6,805.00
Remove Concrete Valley Gutter	953	SF	\$2.00	\$1,906.00	\$0.50	\$476.50	\$0.60	\$571.80	\$0.85	\$810.05	\$1.00	\$953.00
Construct 5" Reinforced Concrete Driveway	3,610	SF	\$3.20	\$11,552.00	\$5.00	\$18,050.00	\$5.00	\$18,050.00	\$4.35	\$15,703.50	\$4.00	\$14,440.00
Construct 4" Reinforced Concrete Sidewalk	191	SF	\$3.00	\$573.00	\$4.50	\$859.50	\$5.00	\$955.00	\$5.45	\$1,040.95	\$3.50	\$668.50
Unclassified Excavation	1	LS	\$8,500.00	\$8,500.00	\$13,000.00	\$13,000.00	\$29,150.00	\$29,150.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
Construct 6" Reinf. Concrete Pavement w/Integral 6" Curbs	4,892	SY	\$26.00	\$127,192.00	\$29.85	\$146,026.20	\$27.00	\$132,084.00	\$27.88	\$136,388.96	\$36.00	\$176,112.00
8" Cem-Lime Stabilized Subgrade	5,227	SY	\$1.80	\$9,408.60	\$2.50	\$13,067.50	\$2.00	\$10,454.00	\$2.12	\$11,081.24	\$5.00	\$26,135.00
Hydrated Cem-Lime for Stabilization	104.54	TON	\$113.00	\$11,813.02	\$170.00	\$17,771.80	\$175.00	\$18,294.50	\$200.00	\$20,908.00	\$120.00	\$12,544.80
Remove and Rebuild 10' Inlet Top	1	EA	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,050.00	\$2,050.00	\$3,000.00	\$3,000.00
Rebuild Railroad Tie Retaining Walls @ 1016 Wood. Terr	1	LS	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,560.00	\$1,560.00	\$4,000.00	\$4,000.00
Adjust Sanitary Sewer Manhole to Grade	1	EA	\$300.00	\$300.00	\$300.00	\$300.00	\$150.00	\$150.00	\$395.00	\$395.00	\$300.00	\$300.00
Adjust Water Valve Box to Grade	1	EA	\$200.00	\$200.00	\$150.00	\$150.00	\$100.00	\$100.00	\$190.00	\$190.00	\$200.00	\$200.00
Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00
Erosion Control	1	LS	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$700.00	\$700.00	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00
Yard / Parkway Restoration	1	LS	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$24,250.00	\$24,250.00	\$25,000.00	\$25,000.00	\$1,500.00	\$1,500.00
Remove & Replace 1" Long Single Water Service	9	EA	\$900.00	\$8,100.00	\$775.00	\$6,975.00	\$775.00	\$6,975.00	\$830.00	\$7,470.00	\$1,500.00	\$13,500.00
Remove & Replace 1" Short Single Water Service	14	EA	\$500.00	\$7,000.00	\$400.00	\$5,600.00	\$400.00	\$5,600.00	\$430.00	\$6,020.00	\$700.00	\$9,800.00
Remove & Replace Water Meter Boxes	23	EA	\$160.00	\$3,680.00	\$75.00	\$1,725.00	\$75.00	\$1,725.00	\$80.00	\$1,840.00	\$800.00	\$18,400.00
Remove & Replace 4' Dia. Sanitary Sewer Manhole	2	EA	\$3,600.00	\$7,200.00	\$2,700.00	\$5,400.00	\$2,700.00	\$5,400.00	\$2,890.00	\$5,780.00	\$4,000.00	\$8,000.00
Remove & Replace Sanitary Sewer Services	6	EA	\$650.00	\$3,900.00	\$675.00	\$4,050.00	\$675.00	\$4,050.00	\$720.00	\$4,320.00	\$3,000.00	\$18,000.00
6" HMAC Transition	1	LS	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00	\$500.00	\$500.00
TOTAL AMOUNT BASE BID (Merrill Drive)				\$267,428.22		\$275,092.50		\$295,471.20		\$298,451.58		\$356,108.30
TXI Flexbase	5,227	SY	\$6.70	\$35,020.90	\$10.00	\$52,270.00	\$10.50	\$54,883.50	\$16.00	\$83,632.00	\$10.00	\$52,270.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1)				\$302,449.12		\$327,362.50		\$350,354.70		\$382,083.58		\$408,378.30
Pipe Burst 6" VCP Sanitary Sewer Pipe w/8" HDPE Pipe	435	LF	\$70.00	\$30,450.00	\$53.00	\$23,055.00	\$51.00	\$22,185.00	\$74.65	\$32,472.75	\$90.00	\$39,150.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1 & M-2)				\$332,899.12		\$350,417.50		\$372,539.70		\$414,556.33		\$447,528.30
Remove Ex. 6" VCP & Replace w/8"PVC Pipe by Open-C	435	LF	\$33.00	\$14,355.00	\$30.00	\$13,050.00	\$27.00	\$11,745.00	\$29.00	\$12,615.00	\$52.00	\$22,620.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1 & M-3)				\$316,804.12		\$340,412.50		\$362,099.70		\$394,698.58		\$430,998.30
Completion Date Bid (Calendar Days)				150		150		150		150		150

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

BID DATE: December 7, 2010
BID TIME: 10:30 AM

			BIDDERS									
			Reliable Paving, Inc.		Stabile & Winn, Inc.		McClendon Construction Company, Inc.		JLB Contracting, LLC		New Star Grading & Paving Construction Company	
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$11,600.00	\$11,600.00	\$3,000.00	\$3,000.00
Remove 5" Reinforced Concrete Driveway	2,337	SF	\$3.00	\$7,011.00	\$0.50	\$1,168.50	\$0.60	\$1,402.20	\$0.85	\$1,986.45	\$1.00	\$2,337.00
Remove 6" HMAC Pavement	3,397	SY	\$3.20	\$10,870.40	\$2.50	\$8,492.50	\$4.00	\$13,588.00	\$3.21	\$10,904.37	\$4.00	\$13,588.00
Remove 4" Reinforced Concrete Sidewalk	97	SF	\$3.00	\$291.00	\$0.50	\$48.50	\$1.00	\$97.00	\$1.60	\$155.20	\$1.00	\$97.00
Remove Curb and Gutter	2,042	LF	\$4.00	\$8,168.00	\$1.00	\$2,042.00	\$1.75	\$3,573.50	\$2.05	\$4,186.10	\$3.00	\$6,126.00
Remove Concrete Flume	25	SF	\$4.00	\$100.00	\$0.50	\$12.50	\$1.75	\$43.75	\$2.25	\$56.25	\$1.00	\$25.00
Construct 5" Reinforced Concrete Driveway	2,433	SF	\$3.20	\$7,785.60	\$5.00	\$12,165.00	\$5.00	\$12,165.00	\$4.35	\$10,583.55	\$4.00	\$9,732.00
Construct 4" Reinforced Concrete Sidewalk	80	SF	\$3.00	\$240.00	\$4.50	\$360.00	\$8.00	\$640.00	\$5.45	\$436.00	\$3.50	\$280.00
Unclassified Excavation	1	LS	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$17,650.00	\$17,650.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
Construct Reinforced Concrete Flume	25	SF	\$4.00	\$100.00	\$6.00	\$150.00	\$6.00	\$150.00	\$6.00	\$150.00	\$7.00	\$175.00
Construct 6" Reinforced Concrete Pavement w/ 6" Curb	3,850	SY	\$26.00	\$100,100.00	\$29.85	\$114,922.50	\$27.00	\$103,950.00	\$29.12	\$112,112.00	\$35.00	\$134,750.00
8" Cem-Lime Stabilized Subgrade	4,075	SY	\$1.80	\$7,335.00	\$2.50	\$10,187.50	\$2.00	\$8,150.00	\$2.26	\$9,209.50	\$5.00	\$20,375.00
Hydrated Cem-Lime for Stabilization	81.5	TON	\$113.00	\$9,209.50	\$170.00	\$13,855.00	\$175.00	\$14,262.50	\$200.00	\$16,300.00	\$120.00	\$9,780.00
Remove and Rebuild 20' Inlet Top	2	EA	\$3,200.00	\$6,400.00	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00	\$3,250.00	\$6,500.00	\$3,500.00	\$7,000.00
Adjust Sanitary Sewer Manhole to Grade	3	EA	\$300.00	\$900.00	\$300.00	\$900.00	\$150.00	\$450.00	\$395.00	\$1,185.00	\$600.00	\$1,800.00
Adjust Water Valve Box to Grade	6	EA	\$200.00	\$1,200.00	\$150.00	\$900.00	\$100.00	\$600.00	\$190.00	\$1,140.00	\$600.00	\$3,600.00
Adjust Storm Drain Manhole to Grade	1	EA	\$300.00	\$300.00	\$300.00	\$300.00	\$150.00	\$150.00	\$395.00	\$395.00	\$600.00	\$600.00
Adjust Sanitary Sewer Cleanout to Grade	1	EA	\$200.00	\$200.00	\$200.00	\$200.00	\$150.00	\$150.00	\$195.00	\$195.00	\$200.00	\$200.00
Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00	\$1,650.00	\$1,650.00	\$3,000.00	\$3,000.00
Erosion Control	1	LS	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$4,000.00	\$4,000.00
Yard / Parkway Restoration	1	LS	\$4,000.00	\$4,000.00	\$9,000.00	\$9,000.00	\$14,450.00	\$14,450.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00
Remove and Replace 1" Long Single Water Service	3	EA	\$900.00	\$2,700.00	\$775.00	\$2,325.00	\$775.00	\$2,325.00	\$830.00	\$2,490.00	\$2,000.00	\$6,000.00
Remove and Replace 1" Short Single Water Service	10	EA	\$500.00	\$5,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$430.00	\$4,300.00	\$800.00	\$8,000.00
Remove and Replace Water Meter Boxes	13	EA	\$160.00	\$2,080.00	\$75.00	\$975.00	\$75.00	\$975.00	\$80.00	\$1,040.00	\$700.00	\$9,100.00
Remove and Replace 4' Dia. Sanitary Sewer Manhole	2	EA	\$3,600.00	\$7,200.00	\$2,700.00	\$5,400.00	\$2,700.00	\$5,400.00	\$2,890.00	\$5,780.00	\$2,000.00	\$4,000.00
Remove and Replace Sanitary Sewer Services	16	EA	\$650.00	\$10,400.00	\$600.00	\$9,600.00	\$600.00	\$9,600.00	\$640.00	\$10,240.00	\$2,000.00	\$32,000.00
Construct Std. 4' Dia. Precast Sanitary Sewer Manhole	3	EA	\$2,200.00	\$6,600.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,670.00	\$8,010.00	\$3,000.00	\$9,000.00
Remove Std. Sanitary Sewer Cleanout	4	EA	\$270.00	\$1,080.00	\$150.00	\$600.00	\$150.00	\$600.00	\$160.00	\$640.00	\$900.00	\$3,600.00
Furnish & Install 8" PVC (SDR 35) Sewer Pipe	36	LF	\$55.00	\$1,980.00	\$30.00	\$1,080.00	\$30.00	\$1,080.00	\$32.05	\$1,153.80	\$52.00	\$1,872.00
TOTAL AMOUNT BASE BID (King Drive)				\$228,950.50		\$232,584.00		\$237,151.95		\$252,048.22		\$307,037.00
TXI Flexbase	4,075	SY	\$6.70	\$27,302.50	\$10.00	\$40,750.00	\$10.50	\$42,787.50	\$17.00	\$69,275.00	\$10.00	\$40,750.00
TOTAL AMOUNT BID (Base Bid + Alt. K-1)				\$256,253.00		\$273,334.00		\$279,939.45		\$321,323.22		\$347,787.00
Pipe Burst 6" VCP Sanitary Sewer Pipe w/8" HDPE Pipe	830	LF	\$70.00	\$58,100.00	\$53.00	\$43,990.00	\$51.00	\$42,330.00	\$74.65	\$61,959.50	\$90.00	\$74,700.00
TOTAL AMOUNT BID (Base Bid + Alt. K-1 & K-2)				\$314,353.00		\$317,324.00		\$322,269.45		\$383,282.72		\$422,487.00
Remove Ex. 6" VCP & Replace w/8"PVC Pipe by Open-C	830	LF	\$31.00	\$25,730.00	\$30.00	\$24,900.00	\$27.00	\$22,410.00	\$29.00	\$24,070.00	\$52.00	\$43,160.00
TOTAL AMOUNT BID (Base Bid + Alt. K-1 & K-3)				\$281,983.00		\$298,234.00		\$302,349.45		\$345,393.22		\$390,947.00
Completion Date Bid (Calendar Days)				150		150		150		150		150

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

BID DATE: December 7, 2010

BID TIME: 10:30 AM

			BIDDERS									
			Reliable Paving, Inc.		Stabile & Winn, Inc.		McClendon Construction Company, Inc.		JLB Contracting, LLC		New Star Grading & Paving Construction Company	
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,350.00	\$1,350.00	\$5,800.00	\$5,800.00	\$3,000.00	\$3,000.00
Remove & Replace Reinf. Conc. Pavement and Curb	1,231	SF	\$6.30	\$7,755.30	\$10.50	\$12,925.50	\$10.00	\$12,310.00	\$10.75	\$13,233.25	\$5.00	\$6,155.00
12" Dia. CGM Pipe	67	LF	\$160.00	\$10,720.00	\$59.00	\$3,953.00	\$57.00	\$3,819.00	\$61.00	\$4,087.00	\$70.00	\$4,690.00
12" Dia. CGM Slotted Drain Pipe	128	LF	\$220.00	\$28,160.00	\$115.00	\$14,720.00	\$110.00	\$14,080.00	\$120.00	\$15,360.00	\$80.00	\$10,240.00
Rock Rip-Rap	1	LS	\$320.00	\$320.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$80.00	\$80.00
Remove & Replace Chain Link Fence	1	LS	\$900.00	\$900.00	\$500.00	\$500.00	\$500.00	\$500.00	\$535.00	\$535.00	\$300.00	\$300.00
Yard / Parkway Restoration	1	LS	\$1,400.00	\$1,400.00	\$800.00	\$800.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
TOTAL AMOUNT BID (Service Center)				\$51,255.30		\$36,998.50		\$35,309.00		\$42,715.25		\$26,465.00
TOTAL AMOUNT BID MERRILL/KING/SC				\$650,042.42		\$675,645.00		\$699,758.15		\$782,807.05		\$848,410.30
Completion Date Bid (Calendar Days)				150		150		150		150		150

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

BID DATE: December 7, 2010
BID TIME: 10:30 AM

			BIDDERS									
			2L Construction, LLC		Jeske Construction Company							
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$15,500.00	\$15,500.00	\$12,700.00	\$12,700.00		\$0.00		\$0.00		\$0.00
Remove 5" Reinforced Concrete Driveway	3,410	SF	\$1.50	\$5,115.00	\$1.00	\$3,410.00		\$0.00		\$0.00		\$0.00
Remove 6" HMAC Pavement	4,288	SY	\$4.20	\$18,009.60	\$4.70	\$20,153.60		\$0.00		\$0.00		\$0.00
Remove 4" Reinforced Concrete Sidewalk	188	SF	\$5.00	\$940.00	\$0.70	\$131.60		\$0.00		\$0.00		\$0.00
Remove Curb and Gutter	2,722	LF	\$3.50	\$9,527.00	\$2.70	\$7,349.40		\$0.00		\$0.00		\$0.00
Remove Concrete Valley Gutter	953	SF	\$1.50	\$1,429.50	\$1.00	\$953.00		\$0.00		\$0.00		\$0.00
Construct 5" Reinforced Concrete Driveway	3,610	SF	\$3.75	\$13,537.50	\$5.80	\$20,938.00		\$0.00		\$0.00		\$0.00
Construct 4" Reinforced Concrete Sidewalk	191	SF	\$5.00	\$955.00	\$5.00	\$955.00		\$0.00		\$0.00		\$0.00
Unclassified Excavation	1	LS	\$24,000.00	\$24,000.00	\$22,820.00	\$22,820.00		\$0.00		\$0.00		\$0.00
Construct 6" Reinf. Concrete Pavement w/Integral 6" Curb	4,892	SY	\$34.00	\$166,328.00	\$43.00	\$210,356.00		\$0.00		\$0.00		\$0.00
8" Cem-Lime Stabilized Subgrade	5,227	SY	\$3.00	\$15,681.00	\$4.00	\$20,908.00		\$0.00		\$0.00		\$0.00
Hydrated Cem-Lime for Stabilization	104.54	TON	\$160.00	\$16,726.40	\$196.00	\$20,489.84		\$0.00		\$0.00		\$0.00
Remove and Rebuild 10' Inlet Top	1	EA	\$4,000.00	\$4,000.00	\$2,630.00	\$2,630.00		\$0.00		\$0.00		\$0.00
Rebuild Railroad Tie Retaining Walls @ 1016 Wood. Terr	1	LS	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00		\$0.00		\$0.00		\$0.00
Adjust Sanitary Sewer Manhole to Grade	1	EA	\$350.00	\$350.00	\$510.00	\$510.00		\$0.00		\$0.00		\$0.00
Adjust Water Valve Box to Grade	1	EA	\$225.00	\$225.00	\$230.00	\$230.00		\$0.00		\$0.00		\$0.00
Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00		\$0.00		\$0.00		\$0.00
Erosion Control	1	LS	\$1,200.00	\$1,200.00	\$3,100.00	\$3,100.00		\$0.00		\$0.00		\$0.00
Yard / Parkway Restoration	1	LS	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00		\$0.00		\$0.00		\$0.00
Remove & Replace 1" Long Single Water Service	9	EA	\$1,600.00	\$14,400.00	\$1,350.00	\$12,150.00		\$0.00		\$0.00		\$0.00
Remove & Replace 1" Short Single Water Service	14	EA	\$1,000.00	\$14,000.00	\$745.00	\$10,430.00		\$0.00		\$0.00		\$0.00
Remove & Replace Water Meter Boxes	23	EA	\$580.00	\$13,340.00	\$153.00	\$3,519.00		\$0.00		\$0.00		\$0.00
Remove & Replace 4' Dia. Sanitary Sewer Manhole	2	EA	\$4,500.00	\$9,000.00	\$460.00	\$920.00		\$0.00		\$0.00		\$0.00
Remove & Replace Sanitary Sewer Services	6	EA	\$1,400.00	\$8,400.00	\$1,165.00	\$6,990.00		\$0.00		\$0.00		\$0.00
6" HMAC Transition	1	LS	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BASE BID (Merrill Drive)				\$386,164.00		\$404,243.44		\$0.00		\$0.00		\$0.00
TXI Flexbase	5,227	SY	\$15.30	\$79,973.10	\$8.95	\$46,781.65		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1)				\$466,137.10		\$451,025.09		\$0.00		\$0.00		\$0.00
Pipe Burst 6" VCP Sanitary Sewer Pipe w/8" HDPE Pipe	435	LF	\$0.00	\$0.00	\$77.00	\$33,495.00		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1 & M-2)				\$466,137.10		\$484,520.09		\$0.00		\$0.00		\$0.00
Remove Ex. 6" VCP & Replace w/8"PVC Pipe by Open-C	435	LF	\$35.00	\$15,225.00	\$68.00	\$29,580.00		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID (Base Bid + Alt. M-1 & M-3)				\$481,362.10		\$480,605.09		\$0.00		\$0.00		\$0.00
Completion Date Bid (Calendar Days)				150		150		150		150		150

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

BID DATE: December 7, 2010
BID TIME: 10:30 AM

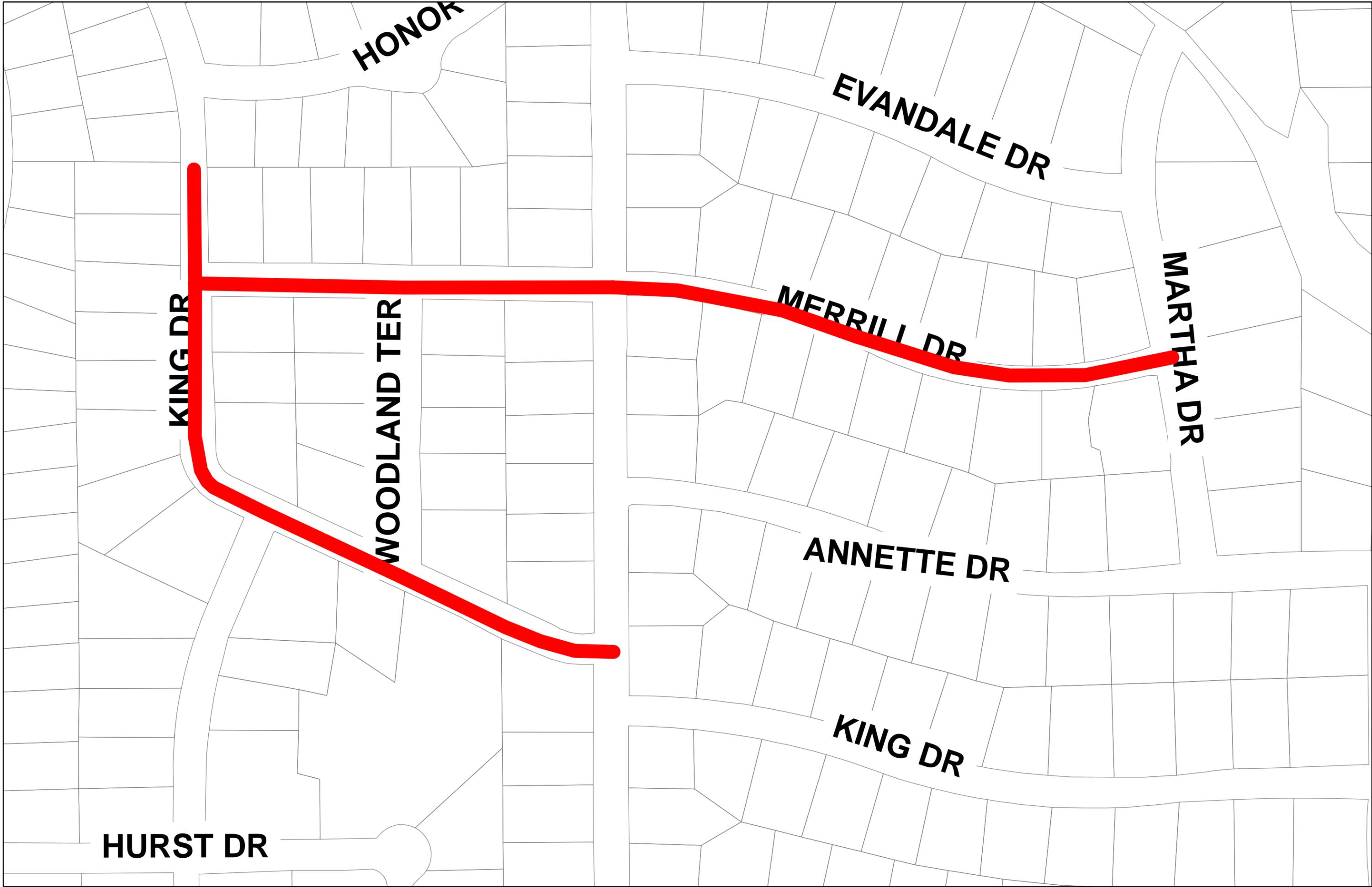
			BIDDERS									
			2L Construction, LLC		Jeske Construction Company							
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$15,000.00	\$15,000.00	\$12,100.00	\$12,100.00			\$0.00		\$0.00	
Remove 5" Reinforced Concrete Driveway	2,337	SF	\$1.50	\$3,505.50	\$1.00	\$2,337.00			\$0.00		\$0.00	
Remove 6" HMA Pavement	3,397	SY	\$4.20	\$14,267.40	\$4.70	\$15,965.90			\$0.00		\$0.00	
Remove 4" Reinforced Concrete Sidewalk	97	SF	\$5.00	\$485.00	\$1.00	\$97.00			\$0.00		\$0.00	
Remove Curb and Gutter	2,042	LF	\$3.50	\$7,147.00	\$2.70	\$5,513.40			\$0.00		\$0.00	
Remove Concrete Flume	25	SF	\$8.00	\$200.00	\$2.00	\$50.00			\$0.00		\$0.00	
Construct 5" Reinforced Concrete Driveway	2,433	SF	\$3.75	\$9,123.75	\$5.80	\$14,111.40			\$0.00		\$0.00	
Construct 4" Reinforced Concrete Sidewalk	80	SF	\$5.00	\$400.00	\$5.00	\$400.00			\$0.00		\$0.00	
Unclassified Excavation	1	LS	\$20,000.00	\$20,000.00	\$24,400.00	\$24,400.00			\$0.00		\$0.00	
Construct Reinforced Concrete Flume	25	SF	\$7.00	\$175.00	\$7.00	\$175.00			\$0.00		\$0.00	
Construct 6" Reinforced Concrete Pavement w/ 6" Curb	3,850	SY	\$34.00	\$130,900.00	\$43.00	\$165,550.00			\$0.00		\$0.00	
8" Cem-Lime Stabilized Subgrade	4,075	SY	\$3.00	\$12,225.00	\$4.00	\$16,300.00			\$0.00		\$0.00	
Hydrated Cem-Lime for Stabilization	81.5	TON	\$160.00	\$13,040.00	\$196.00	\$15,974.00			\$0.00		\$0.00	
Remove and Rebuild 20' Inlet Top	2	EA	\$5,500.00	\$11,000.00	\$4,585.00	\$9,170.00			\$0.00		\$0.00	
Adjust Sanitary Sewer Manhole to Grade	3	EA	\$350.00	\$1,050.00	\$510.00	\$1,530.00			\$0.00		\$0.00	
Adjust Water Valve Box to Grade	6	EA	\$225.00	\$1,350.00	\$230.00	\$1,380.00			\$0.00		\$0.00	
Adjust Storm Drain Manhole to Grade	1	EA	\$225.00	\$225.00	\$510.00	\$510.00			\$0.00		\$0.00	
Adjust Sanitary Sewer Cleanout to Grade	1	EA	\$350.00	\$350.00	\$260.00	\$260.00			\$0.00		\$0.00	
Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00			\$0.00		\$0.00	
Erosion Control	1	LS	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00			\$0.00		\$0.00	
Yard / Parkway Restoration	1	LS	\$15,000.00	\$15,000.00	\$4,080.00	\$4,080.00			\$0.00		\$0.00	
Remove and Replace 1" Long Single Water Service	3	EA	\$1,600.00	\$4,800.00	\$1,350.00	\$4,050.00			\$0.00		\$0.00	
Remove and Replace 1" Short Single Water Service	10	EA	\$1,000.00	\$10,000.00	\$742.00	\$7,420.00			\$0.00		\$0.00	
Remove and Replace Water Meter Boxes	13	EA	\$580.00	\$7,540.00	\$153.00	\$1,989.00			\$0.00		\$0.00	
Remove and Replace 4' Dia. Sanitary Sewer Manhole	2	EA	\$4,500.00	\$9,000.00	\$4,710.00	\$9,420.00			\$0.00		\$0.00	
Remove and Replace Sanitary Sewer Services	16	EA	\$1,400.00	\$22,400.00	\$1,165.00	\$18,640.00			\$0.00		\$0.00	
Construct Std. 4' Dia. Precast Sanitary Sewer Manhole	3	EA	\$3,500.00	\$10,500.00	\$4,170.00	\$12,510.00			\$0.00		\$0.00	
Remove Std. Sanitary Sewer Cleanout	4	EA	\$450.00	\$1,800.00	\$155.00	\$620.00			\$0.00		\$0.00	
Furnish & Install 8" PVC (SDR 35) Sewer Pipe	36	LF	\$30.00	\$1,080.00	\$125.00	\$4,500.00			\$0.00		\$0.00	
TOTAL AMOUNT BASE BID (King Drive)				\$328,763.65		\$361,052.70			\$0.00		\$0.00	
TXI Flexbase	4,075	SY	\$15.30	\$62,347.50	\$8.95	\$36,471.25			\$0.00		\$0.00	
TOTAL AMOUNT BID (Base Bid + Alt. K-1)				\$391,111.15		\$397,523.95			\$0.00		\$0.00	
Pipe Burst 6" VCP Sanitary Sewer Pipe w/8" HDPE Pipe	830	LF	\$0.00	\$0.00	\$77.00	\$63,910.00			\$0.00		\$0.00	
TOTAL AMOUNT BID (Base Bid + Alt. K-1 & K-2)				\$391,111.15		\$461,433.95			\$0.00		\$0.00	
Remove Ex. 6" VCP & Replace w/8" PVC Pipe by Open-C	830	LF	\$35.00	\$29,050.00	\$68.00	\$56,440.00			\$0.00		\$0.00	
TOTAL AMOUNT BID (Base Bid + Alt. K-1 & K-3)				\$420,161.15		\$517,873.95			\$0.00		\$0.00	
Completion Date Bid (Calendar Days)				150		150			150		150	

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
 PROJECT DESCRIPTION: Merrill Drive
 and King Drive Paving Improvements

BID DATE: December 7, 2010
 BID TIME: 10:30 AM

			BIDDERS									
			2L Construction, LLC		Jeske Construction Company							
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization / Demobilization	1	LS	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00		\$0.00		\$0.00		\$0.00
Remove & Replace Reinf. Conc. Pavement and Curb	1,231	SF	\$6.00	\$7,386.00	\$13.80	\$16,987.80		\$0.00		\$0.00		\$0.00
12" Dia. CGM Pipe	67	LF	\$45.00	\$3,015.00	\$57.00	\$3,819.00		\$0.00		\$0.00		\$0.00
12" Dia. CGM Slotted Drain Pipe	128	LF	\$126.00	\$16,128.00	\$112.50	\$14,400.00		\$0.00		\$0.00		\$0.00
Rock Rip-Rap	1	LS	\$950.00	\$950.00	\$280.00	\$280.00		\$0.00		\$0.00		\$0.00
Remove & Replace Chain Link Fence	1	LS	\$1,100.00	\$1,100.00	\$200.00	\$200.00		\$0.00		\$0.00		\$0.00
Yard / Parkway Restoration	1	LS	\$3,000.00	\$3,000.00	\$180.00	\$180.00		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID (Service Center)				\$35,579.00		\$37,266.80		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID MERRILL/KING/SC				\$937,102.25		\$971,835.84		\$0.00		\$0.00		\$0.00
Completion Date Bid (Calendar Days)				150		150		150		150		150



HONOR

EVANDALE DR

KING DR

WOODLAND TER

MERRILL DR

MARTHA DR

ANNETTE DR

KING DR

HURST DR



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Northwest Water Pressure Plane Improvements in the amount of \$213,000.

DISCUSSION:

This project is to design a separate pressure plane for the northwest corner of Bedford in order to boost the water pressure within this area. It will involve development of a booster pump station and associated water line improvements in order to separate the system. The Opinion of Probable Cost for the construction phase of the entire project at this time is \$2,210,000. We have negotiated a professional service contract with Kimley-Horn in the amount of \$213,000 to design the project.

RECOMMENDATION:

Staff recommends the following motion:

Approval a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. for the design of the Northwest Water Pressure Plane Improvements in the amount of \$213,000.

FISCAL IMPACT:

Funding of \$213,000 for this professional services contract will come from the 2010 Water Certificates of Obligation and the 2011 Certificates of Obligation when they are sold.

ATTACHMENTS:

Resolution
K-H Contract
K-H Standard Master Agreement
Location Map

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE NORTHWEST WATER PRESSURE PLANE IMPROVEMENTS IN THE AMOUNT OF \$213,000.

WHEREAS, the City Council of Bedford, Texas determines that water pressure issues exist in the northwest area of the City; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for improving the water pressure by a project to design a separate pressure plane for this area to boost the water pressure within.

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 professional services contract with Kimley-Horn and Associates, Inc. for the design of the Northwest Water Pressure Plane Improvements in the amount of \$213,000.

SECTION 2. That funding of \$213,000 for this professional services contract will come from the 2010 Water Certificates of Obligation and the 2011 Certificates of Obligation when they are sold.

PASSED AND APPROVED this 25th day of January 2011, 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



Kimley-Horn
and Associates, Inc.

October 14, 2010

Mr. John Kubala, P.E.
Director of Public Works
1813 Reliance Parkway
Bedford, Texas 76021

■
Suite 1800
12700 Park Central Drive
Dallas, Texas
75251

Re: Pressure Plane Improvements Project IPO #2010-3

Dear John:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this Individual Project Order in accordance with the Master Services Agreement dated December 15, 2009. The project involves providing engineering services associated with the Pressure Plane Improvements project for addressing the low pressure issues located in the northwest portion of the city. The project will be consistent with the recommendations made in our analysis report. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

The City would like Kimley-Horn to assist them in the design of improvements necessary to create a separate pressure plane within the existing water system to address low pressure areas in the northwest part of the City. The improvements will include water transmission lines, pressure plane isolation valves, pressure plane transfer valves and a booster pump station. The project is anticipated to include the following tasks:

- TCEQ Coordination
- Data Collection
- Survey
- Geotechnical Investigation
- Water Line Design (No Profile)
- Booster Pump Station Design
- Transfer Valve Design
- SCADA Improvements
- Bidding
- Hydropneumatic Pressure Tank Design
- Emergency Back-Up Power Design



SCOPE OF SERVICES

TASK 1 – TCEQ COORDINATION AND BOOSTER PUMP STATION SCHEMATIC DESIGN

A. Schematic Design

Kimley-Horn will prepare a schematic design for the booster pump station showing pump station layout, suction and discharge piping configuration, electrical equipment, paving improvements and hydraulic design conditions. The schematic design will be reviewed by the City and presented to the Texas Commission on Environmental Quality (TCEQ) for comment.

B. TCEQ Coordination

Once the schematic design is approved by the City, Kimley-Horn will coordinate with the TCEQ to determine what regulations will be enforced for the booster pump station. Items to be addressed include, but are not limited to:

- Emergency Power Requirements
- Hydropneumatic Pressure Tank Requirements
- Booster Pump Station Suction Line Requirements
- Pumping Capacity Requirements

C. Deliverables

Three (3) copies of the Schematic Design

D. Meetings

Meet with City to Review TCEQ Requirements

TASK 2 – DATA COLLECTION

- #### A.
- The Consultant will prepare for and facilitate a project kickoff meeting with the Client to go over project objective, schedules, meetings, deliverables, etc.



B. Data collection will include a letter request to the Client describing data that shall be provided to complete the design.

- Subdivision Plats – The Client shall provide plats for the subdivisions within the study area.
- Record Drawings – The Client shall provide a copy of the record drawings for the original construction and any improvements of the infrastructure within the study area.

TASK 3 – SURVEY

This project includes the construction of water lines, a booster pump station, and two (2) transfer valves. Field survey shall identify and locate existing topographic elements within the alignment corridor, the booster station location, and transfer valve locations. The survey shall include, but is not limited to, the following:

- Property pins
- Existing pavement, curbs, sidewalks, barrier free ramps, etc.
- Driveways
- Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
- Culverts and bridges
- Guardrails
- Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)
- Retaining walls
- Fence limits and material types
- Other applicable physical features that could impact design

A final topographic drawing will be prepared in digital format, showing the features located in the field.



TASK 4 – GEOTECHNICAL INVESTIGATION

This task will include performing sub-surface investigations at three locations: the booster pump station site, and the two (2) valve vault locations. This task is anticipated to include the following:

- Two (2) geotechnical boring to a depth of approximately 12-feet at the proposed valve vault locations
- One (1) geotechnical boring to a depth of approximately 20-feet at the proposed booster pump station location.
- Laboratory services including moisture content, soil identification, liquid and plastic limit determination, unconfined compression tests, unit weight determinations, and absorption pressures.
- Prepare engineering report to present the results of the field and laboratory data along with analyses and recommendations.

TASK 5 – WATER LINE DESIGN (NO PROFILE)

The Design will be for approximately 7,200 linear feet of 8-inch and 12-inch water transmission line in accordance with the Pressure Plane Analysis Report prepared by Kimley-Horn. No profiling will be provided as part of the design. The limits of the proposed water lines are anticipated to be:

- Shady Brook Drive from Spring Lake Drive to Crestview Drive (1,300 LF)
- Crestview Drive from Shady Brook Drive to Shady Brook Drive (550 LF)
- Shady Brook Drive from Crestview Drive to Simpson Terrace (450 LF)
- Simpson Terrace from Shady Brook Drive to Carousel Park (650 LF)
- Simpson Terrace from Brown Trail to Spring Valley Drive (1,000 LF)
- Brown Trail from Simpson Terrace to Steeplechase Drive (2,300 LF)
- Wayne Court from Brestol Court to Harwood Terrace (300 LF)
- McClain Road from Crestview Drive to Timber View Drive (650 LF)

A. Preliminary Design

- Review existing data
Analyze existing utilities and indentify conflicts



- Recommend proposed construction methods (e.g. open cut, bore and jacking, etc.)
- Prepare plan view only sheets at a horizontal scale of 1" = 40'
- Submit 50% complete plans and Opinion of Probable Construction Costs to the City for review and comment
- Revise design based on City's review of the 50% submittal

B. Preliminary Design Deliverables

Three (3) copies of the 50% Construction Plans
Three (3) copies of the Opinion of Probable Construction Costs

C. Final Design

Once the Preliminary Design has been approved by the City, Kimley-Horn will proceed with the Final Design, or 95% complete plans and specifications. The Final Design will include the following:

- Preparation of engineering plans, specifications, and construction contract documents, in accordance with an approved alignment, for project bidding and regulatory approval. One set of bidding documents will be prepared for the entire project. Plans shall consist of 22"x 34" plan sheets at a horizontal scale of 1" = 40', no profiling or vertical information of any kind will be provided as part of the design. Specifications shall include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon *Engineers Joint Contract Documents Committee (EJCDC)* standards. The *NCTCOG Standard Specifications for Public Works Construction* and the City of Bedford's requirements for Public Works Construction will govern all other specifications.
- Submittal of 95% plans, specifications, contract documents, and Opinion of Probable Construction Costs to the City for review and comment
- Submittal of 95% plans to the franchise utility companies for review and comment
- Submittal of final plans to appropriate regulatory agencies (Corps of Engineers, TxDOT, and TCEQ) for review and comments



- Design revisions based on the City's review of the 95% submittal

D. Final Design Deliverables

Three (3) copies of the 95% Construction Plans and Specifications
Three (3) copies of the Opinion of Probable Construction Costs
Five (5) copies of the Final Construction Plans and Specifications
One (1) copy of Reproducible Bidding Documents (Plans and Specifications)

E. Meetings

Meet with City to Review Preliminary (50%) Design
Meet with City to review Final (95%) Design

F. Services provided by the City

Review and comment of Preliminary (50%) Design
Review and comment of Final (95%) Design

TASK 6 – BOOSTER PUMP STATION DESIGN

This design includes a pre-packaged booster pump station with a capacity of approximately 1,300 gallons per minute (gpm), yard piping, and other site improvements.

A. Preliminary Design

Once the TCEQ has provided input regarding the design for the pump station, Kimley-Horn will prepare a technical design memorandum detailing various design items as well as preparing preliminary site and station layout. This memo is anticipated to include the following items:

- Introduction
- Hydraulics
- Pumping Capacities
- Control Valves
- TCEQ Regulations



- Preliminary Layouts

B. Final Design

Once the Preliminary Design has been approved by the City, Kimley-Horn will proceed with the Final Design, or 95% complete plans and specifications. The Final Design will include the following:

- Preparation of engineering plans, specifications, and construction contract documents, in accordance with an approved design, for project bidding and regulatory approval. Specifications shall include technical specifications for materials and installation of the proposed facilities. Plans shall consist of 22"x 34" plan sheets. More specifically, the following items will be addressed in the plan sheets:
 - Site Plan/Yard Piping (Pump facility and yard piping layout)
 - Pumping Facilities (The proposed improvements will consist of a prefabricated pump skid with multiple pumps totaling an approximate capacity of 1,300 gpm, electrical controls, and an enclosure)
 - Electrical (Power supply to pump station)
- Preparation of the Opinion of Probable Construction Costs
- Submittal of 95% plans, specifications, contract documents, and Opinion of Probable Construction Costs to the City for review and comments
- Submittal of 95% plans to the franchise utility companies for review and comment
- Submittal of final plans to appropriate regulatory agencies (Corps of Engineers, TxDOT, and TCEQ) for review and comment
- Design revisions based on the City's review of the 95% submittal

C. Deliverables

Three (3) copies of the Technical Memorandum
Three (3) copies of the 95% Construction Plans and Specifications
Three (3) copies of the Opinion of Probable Construction Costs
Five (5) copies of the Final Construction Plans and Specifications



Kimley-Horn
and Associates, Inc.

One (1) copy of Reproducible Bidding Documents (Plans and Specifications)

D. Meetings

Meet with City to Review Schematic Design

Meet with City to review 95% Design

E. Public Presentations

Prepare for and present project to City Council

TASK 7 – TRANSFER VALVE DESIGN

The design will include transfer valve stations between the pressure planes. The transfer valve will serve as an emergency connection between the two pressure planes and will allow water to flow between the two planes. Two (2) transfer valves are proposed per the Pressure Plane Analysis Study. The valves will be located near the intersections of Harwood Road and Brown Trail and Simpson Terrace and Shady Brook Drive.

The Transfer Valve Design will include the following:

A. Design

- Preparation of engineering plans, specifications, and construction contract documents, in accordance with an approved design, for project bidding and regulatory approval. Specifications shall include technical specifications for materials and installation of the proposed facilities. Plans shall consist of 22”x 34” plan sheets. More specifically, the following items will be addressed in the plan sheets:
 - Site Plan/Yard Piping (Transfer valve vault and yard piping layout)
 - Vault Details
- Vaults shall be precast vault type. No structural design shall be required
- Preparation of the Opinion of Probable Construction Costs
- Submittal of 95% plans, specifications, contract documents, and Opinion of Probable Construction Costs to the City for review and comment



- Submittal of 95% to the franchise utility companies for review and comment
- Submittal of final plans to appropriate regulatory agencies (Corps of Engineers, TxDOT, and TCEQ) for review and comment
- Design revisions based on the City's review of the 95% submittal.

B. Deliverables.

Three (3) copies of the 95% Construction Plans and Specifications
Three (3) copies of the Opinion of Probable Construction Cost
Five (5) copies of the Final Construction Plans and Specifications
One (1) copy of Reproducible Bidding Documents (Plans and Specifications)

C. Meetings

Meet with City to review 95% Design

TASK 8 – SCADA IMPROVEMENTS

This task includes assisting the City in setting up a Supervisory Control and Data Acquisition (SCADA) system to monitor and control various system components. The City has indicated that the SCADA control room will be located at the Public Works Center. This task is anticipated to include the following:

A. Design

- Evaluation and recommendation of available systems
- Meeting with City to discuss options
- Coordination with installer of City traffic communication system
- Coordination with consultant providing design services for proposed well to be located at the Simpson Terrace Elevated Storage Tank site.
- Preparation of Plans and Specifications for SCADA system



B. Deliverables

Three (3) copies of the 95% Construction Plans and Specifications
Three (3) copies of the Opinion of Probable Construction Cost

TASK 9 – BIDDING

Bidding Services shall include:

- A. Print and issue 30 bidding documents for the Pressure Plane Improvement project. Bidding documents shall be issued for a non-refundable fee.
- B. Prepare the Notice to Bidders for the project and submit to the City for advertising.
- C. Prepare for and attend one (1) Pre-Bid meeting.
- D. Issue addenda as required.
- E. Attend one (1) Bid Opening.
- F. Prepare a tabulation of bids and a letter of recommendation for award of contract.
- G. Prepare set of the contract documents for execution by contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

TASK 10 – HYDROPNEUMATIC PRESSURE TANK DESIGN

TCEQ may require that pressure maintenance be provided in the form of hydropneumatic pressure tanks. If pressure tanks are required the following tasks are anticipated:

- Sizing of pressure tanks
- Pressure tank layout
- Design and operational controls for pressure tanks
- Pump controls associated with pressure tank operations
- Pressure tank foundation design



- Plans and technical specifications

TASK 11 – EMERGENCY BACK-UP POWER DESIGN

TCEQ may require that emergency power be provided in the form of an onsite diesel generator. If a generator is required the following tasks are anticipated:

- Generator sizing
- Electrical controls
- Power plan
- Transfer switchgear design

SCOPE OF ADDITIONAL SERVICES

Additional services to be performed if authorized by the Client, but which are not included in the aforementioned Scope of Services, are as follows:

- A. Accompanying the Client's personnel when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- B. Assisting Client or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Legal description for parcels.
- D. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.



Kimley-Horn
and Associates, Inc.

- F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- G. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- H. Providing any presentations to City Council other than those listed in the scope of services.
- I. Obtaining right of entry for access onto private property.
- J. Any traffic control design.
- K. Any construction phase services.
- L. Any meetings not listed in the Scope of Services.
- M. Any neighborhood or public meetings.
- N. Any services not listed in the Scope of Services.



Kimley-Horn
and Associates, Inc.

PROJECT SCHEDULE

We are prepared to begin our services immediately upon approval of the Contract and we will endeavor to meet your scheduling needs. We anticipate the following schedule:

	<u>Calendar Days</u>
TCEQ Coordination	TBD
Data Collection	10 days
Survey	30 days
Design	120 days
Bidding	60 days



Kimley-Horn
and Associates, Inc.

COMPENSATION

KIMLEY-HORN will provide the Scope of Services for a lump sum fee.

TASK 1 – TCEQ Coordination and BPS Schematic Design	\$ 14,500
TASK 2 – Data Collection	\$ 4,000
TASK 3 – Survey	\$ 29,000
TASK 4 – Geotechnical Investigation	\$ 5,500
TASK 5 – Water Line Design	\$ 37,000
TASK 6 – Booster Pump Station Design	\$ 59,500
TASK 7 – Transfer Valve Design	\$ 28,000
TASK 8 – SCADA Improvements	\$ 10,500
TASK 9 – Bidding	\$ 7,000
TASK 10 – Hydropneumatic Pressure Tank Design	\$ 10,000
TASK 11 – Emergency Back-Up Power Design	\$ 8,000
TOTAL	\$ 213,000



Kimley-Horn
and Associates, Inc.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Master Services Agreement which are incorporated by reference. .

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy and return the other to me. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you and look forward to continuing to work for the City of Bedford. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

M. Anthony Samarripas
Project Manager

Thomas Whalen
Vice President

Attachment -- Master Services Agreement

Agreed to this ____ day of _____, _____.

THE CITY OF BEDFORD, TEXAS
A Municipality

By: _____

Official Seal:

(Print or Type Name)

Title: _____

_____, Witness
(Print or Type Name)

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 15th day of December, 2009, by and between CITY OF BEDFORD, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

RECITALS

The Client and the Consultant desire to set forth the general terms and conditions whereby the Consultant will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO").

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 time cost. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$25.00 per hour.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and full information as to the Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without

limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such as legal services as the Client may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by any contractor(s) employed by the Client (hereinafter the "Contractor"), such auditing services as the Client may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(j) If the Client designates a person to represent the Client at the site who is not the Consultant or the Consultant's agent or employee, set forth the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the Consultant, stating these matters in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

(k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

(l) Furnish to the Consultant data or estimated figures as to the Client's anticipated costs for services to be provided by others for the Client as required for the Consultant to support opinions of probable total Project costs.

(m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance

in any aspect of the Project.

(o) Bear all costs incident to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(d) In addition to amounts payable by the Client to the Consultant hereunder, the Client shall be invoiced for and shall pay to the Consultant in accordance with these provisions all taxes, if any, whether state, local, or federal levied with respect to such amounts.

(5) Method of Payment.

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within ~~25-45~~ days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. ~~Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day.~~ If the Client fails to make any payment due the Consultant under this or any other agreement within ~~30-45~~ days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

(c) If the Consultant or Client initiates legal proceedings to collect payment, it to enforce any term or

condition in the Agreement the successful party may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. ~~Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.~~

(d) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, ~~and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.~~ Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice without cause, or in the event of substantial failure by the other

party to perform in accordance with the terms hereof through no fault of the terminating party, ~~or upon thirty days' written notice for the convenience of the terminating party.~~ If any changes occur in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all authorized services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination as allowed by the Agreement. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder.

(11) Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question, ~~or \$50,000, whichever is greater.~~ ~~Higher limits of liability may be negotiated for additional fee.~~ Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Certifications. The Consultant shall not be required to execute certifications or third-party reliance

letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation ~~in accordance with the Construction Industry Mediation Rules of the American Arbitration Association~~ as a condition precedent to litigation. Any mediation or civil action must be commenced within one two (2) years of the knowledge of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services. The parties shall decide if Consultant is to proceed with testing and evaluation and may enter into further agreements as to the additional scope, fee, and terms for such services.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

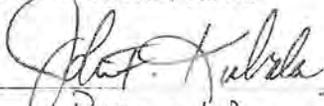
(16) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

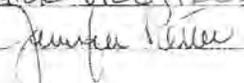
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

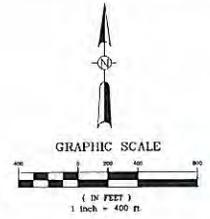
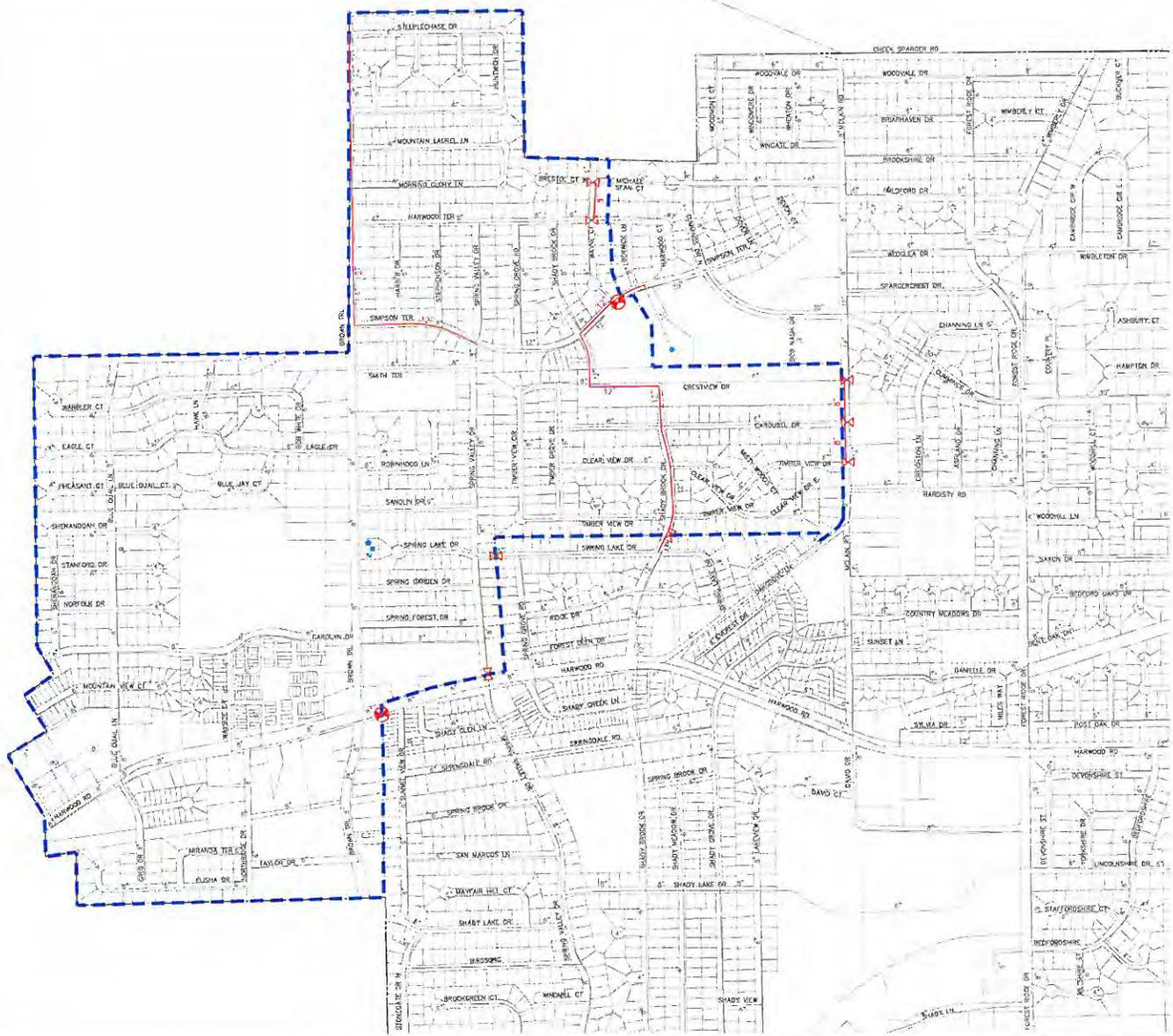
CITY OF BEDFORD, TEXAS

BY: 
ITS: PUBLIC WORKS Dir.
ATTEST: _____

(IF CORPORATION, AFFIX
CORPORATE SEAL.)

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
ITS: SENIOR VICE PRESIDENT
ATTEST: 



LEGEND	
	ABANDONED GROUND STORAGE RESERVOIR
	ABANDONED TRINITY WELL
	ABANDONED BOOSTER PUMP STATION
	EXISTING ELEVATED STORAGE
	CITY LIMITS
	EXISTING WATER LINE
	PROPOSED WATER LINE
	PROPOSED ISOLATION VALVE
	PROPOSED PRESSURE REDUCING/SUSTAINING VALVE
	STUDY AREA LIMITS

Kimley-Horn
 and Associates, Inc.
1000 West 10th Street, Suite 200, Lincoln, NE 68502
 Registration: _____
 EIT: _____
 Date: _____



**CITY OF BEDFORD
 PRESSURE ANALYSIS**

**PROPOSED HIGH PRESSURE PLANE
 ISOLATION INFRASTRUCTURE**

DATE: JULY 2019	DESIGN: MAS
DRAWN: NSS	CHECKED: JRA
KHA NO. 08114022	

SHEET

E3



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road.

DISCUSSION:

The Public Works Department staff has worked with the staff of Gary Fickes, Tarrant County Commissioner, Precinct Three to develop an Interlocal Agreement for Hot Mix Asphaltic Concrete (HMAC) street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road.

Each governing body agrees to share in the cost of the services described below:

- HMAC Overlay on Shady Brook Drive from Bedford Road to just past Shady Lake Drive.
- HMAC Overlay on Shady Brook Drive turnout.
- HMAC Overlay on Shady Wood drive from Shady Brook Dr. to S.H. 183 Frontage Road.

The County agrees to provide the labor and equipment necessary for the work on the proposed projects. The City agrees to provide the rest of the work necessary to complete the projects. This includes furnishing all materials for the project and paying trucking charges; a site for dumping waste materials generated during this project; furnishing necessary traffic controls, including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project; providing temporary driving lane markings; provide a hydrant meter and all the water necessary for the project; and adjust all utilities, manholes and valve boxes. The total estimated cost to the City for materials, milling, and various other items is \$165,000. If the City had to bid this project, we could expect the cost to exceed \$182,000. Having Tarrant County provide the labor and equipment for placing the HMAC will result in an estimated savings of \$17,000.

The project was reviewed and approved by the Street Improvement Economic Development Corporation board on July 20, 2010.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady

Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road.

FISCAL IMPACT:

Funding of \$165,000 will be paid out of the Street Improvement Economic Development Corporation budget.

ATTACHMENTS:

Resolution
Interlocal Agreement
Location Map

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR STREET IMPROVEMENTS ON SHADY BROOK DRIVE FROM BEDFORD ROAD TO JUST PAST SHADY LAKE DRIVE, SHADY BROOK DRIVE TURNOUT AND SHADY WOOD DRIVE FROM SHADY BROOK DRIVE TO S.H. 183 FRONTAGE ROAD.

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and,

WHEREAS, each governing body agrees to share in the cost of the services described below:

- HMAC Overlay on Shady Brook Drive from Bedford Road to just past Shady Lake Drive.
- HMAC Overlay on Shady Brook Drive turnout.
- HMAC Overlay on Shady Wood drive from Shady Brook Drive to S.H. 183 Frontage Road.

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 Interlocal Agreement with Tarrant County for street improvements on Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Dr. to S.H. 183 Frontage Road.

SECTION 2. That the funding for these street Improvements shall come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 25th day of January 2011, 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

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant (“COUNTY”), and the City of Bedford (“CITY”);

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

- A. *HMAC surface overlay of Shady Brook Drive from Bedford Road to just past Shady Lake Drive (approximately 4,077 linear feet).***
- B. *HMAC surface overlay of small turnout on Shady Brook Drive, no formal street name (approx. 670 sy).***
- C. *HMAC surface overlay of Shady Wood Drive from Shady Brooks Dr. to Hwy 183 Frontage Road (approx. 290 linear feet).***

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings and/or laboratory testing.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project.
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 CITY will coordinate and be responsible for the replacement of all signal related devices if necessary.
- 2.7 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the project at no cost to the COUNTY.
- 2.8 CITY will provide all rights-of-ways for the project.
- 2.9 CITY will adjust all utilities, manholes and valve boxes.
- 3.0 CITY agrees the road can be closed during working hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan;

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

CITY OF _____

COUNTY OF TARRANT

B. Glen Whitley, County Judge

Date: _____

Date: _____

Gary Fickes, Commissioner Pct 3

Date: _____

Attest:

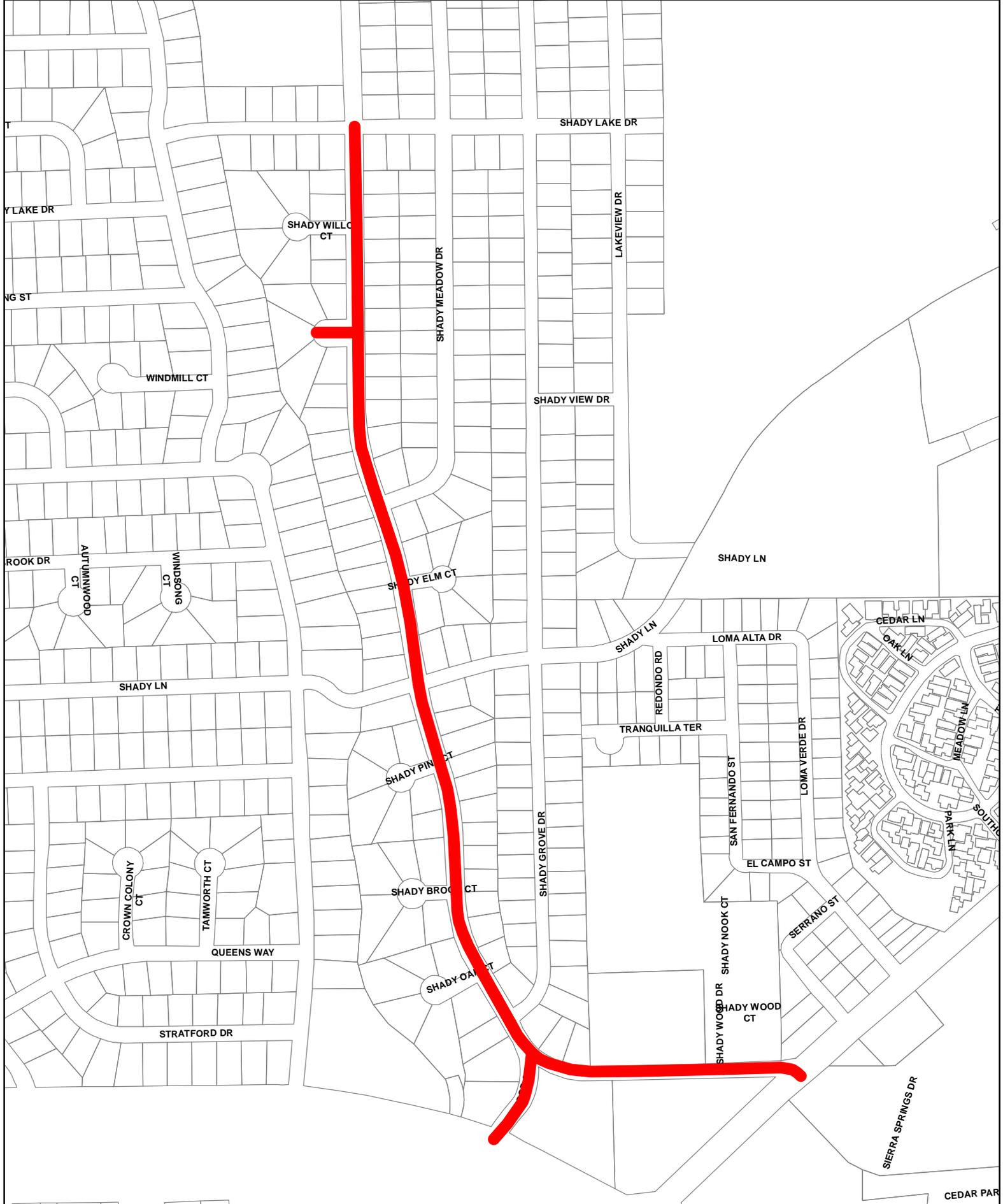
Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

City Attorney

Assistant District Attorney



Asphalt Overlay 2010/2011



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Viking Construction, Inc. for Asphalt Slurry Seal (Microsurfacing) at Various Locations in the amount of \$87,400.

DISCUSSION:

The Fiscal Year 2010/2011 Street Improvement Economic Development Corporation (SIEDC) Budget contained funding for Microsurfacing. It is recommended that the slurry seal process be used on the asphalt parts of Shady Brook Drive and Russell Lane. Over time the application of slurry seal will significantly extend the life of existing pavement by protecting the surface from the effects of aging and the environment. Slurry seal is not to be confused with chip sealing. It is a form of Microsurfacing except it uses a smaller aggregate. Wade Drive was done last year using this process. This project includes Shady Brook Drive from Shady Lane to Harwood Road and Russell Lane from Pipeline Road to Phyllis Drive. This work was originally budgeted at \$60,000 but price increases and redesign of the work areas resulted in the higher than planned amount. The SIEDC board has approved covering the additional amount from carryover funds from the past fiscal year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with Viking Construction, Inc. for Asphalt Slurry Seal at Various Locations in the amount of \$87,400.

FISCAL IMPACT:

Funding in the amount of \$87,400 would be paid out of the Street Improvement Economic Development Corporation budget.

ATTACHMENTS:

Resolution
Bid Tabulation
Location Maps

RESOLUTION NO. 11-

A RESOLUTION TO ACCEPT BIDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH VIKING CONSTRUCTION, INC. FOR ASPHALT SLURRY SEAL AT VARIOUS LOCATIONS IN THE AMOUNT OF \$87,400.

WHEREAS, the City Council 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 authorizes the City Manager to enter into a contract with Viking Construction, Inc. for Asphalt Slurry Seal at Various Locations in the amount of \$87,400.

SECTION 2. That the funding for the Asphalt Slurry Seal Program at Various Locations shall come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 25th day of January 2011, 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:

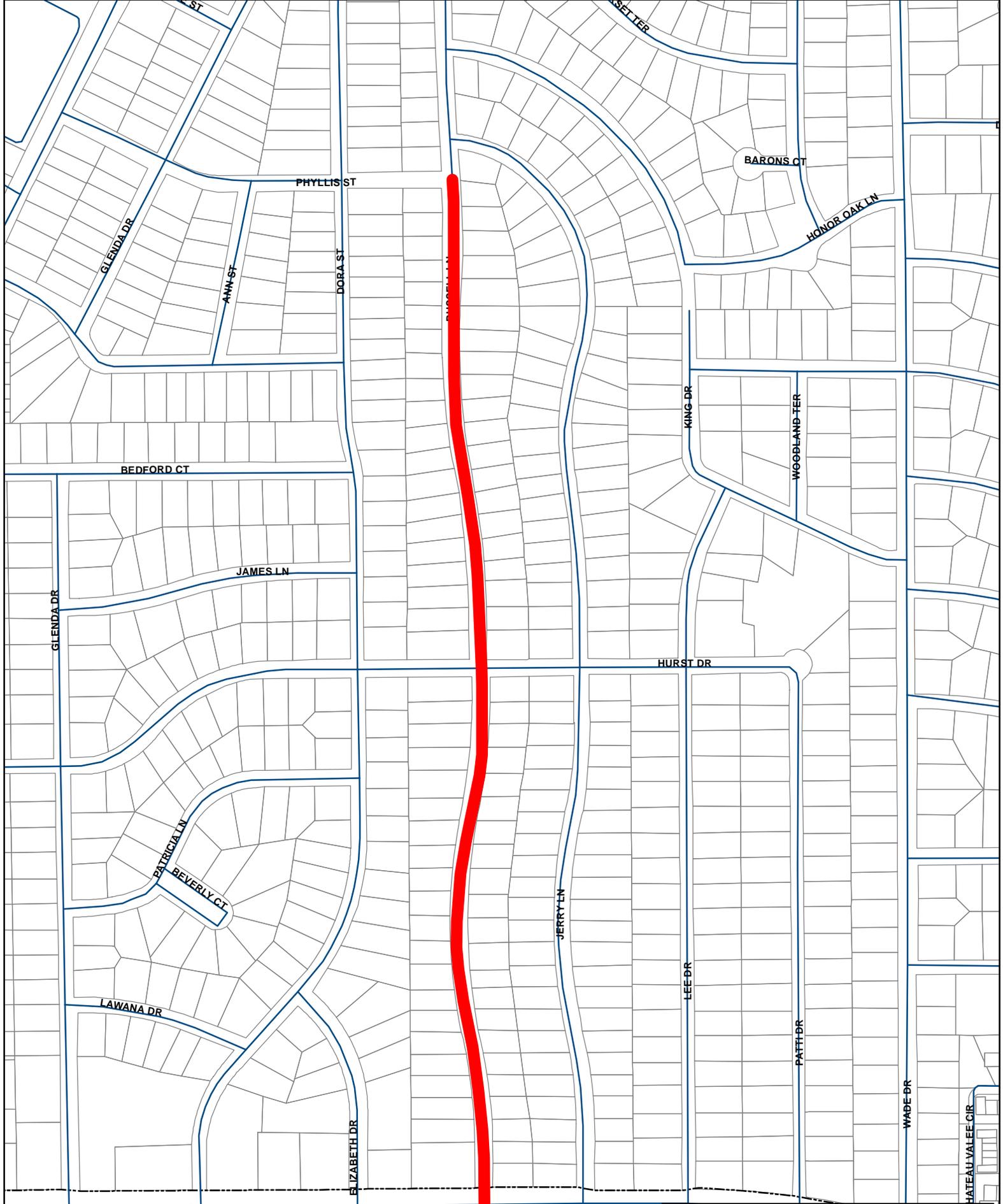
Michael Wells, City Secretary

APPROVED AS TO FORM:

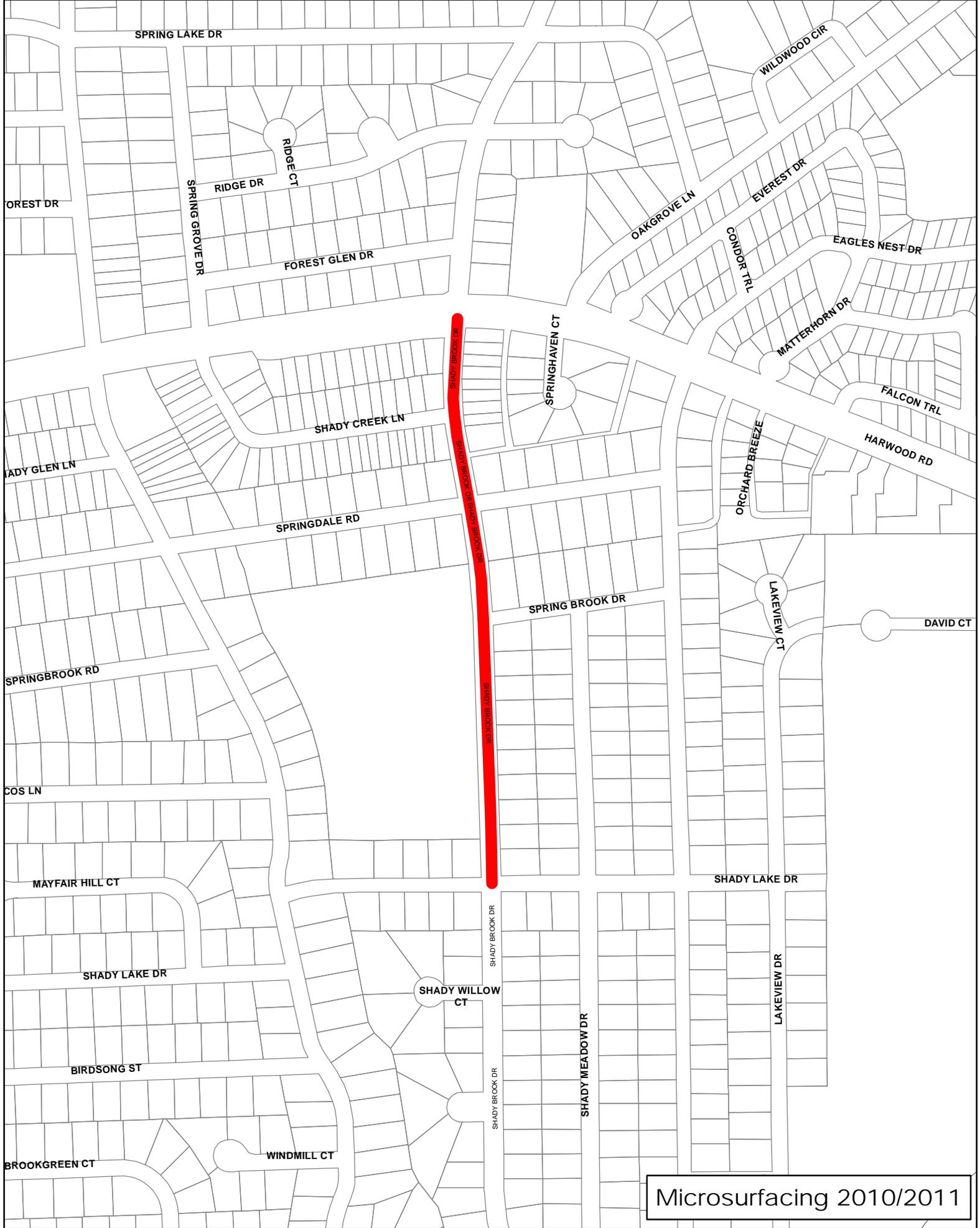
Stan Lowry, City Attorney

BID TABULATION
ASPHALT SLURRY SEAL AT VARIOUS LOCATIONS
CITY OF BEDFORD, TEXAS - BID NO. 11-4B2

ITEM	QUANTITY	UNIT	DESCRIPTION	Viking Construction. Inc.		Ballou Construction. Co. Inc.	
				Unit Price	Total	Unit Price	Total
1	23,000	SY	Sealant Applied	\$3.80	\$87,400.00	\$3.84	\$88,320.00
			Total		\$87,400.00		\$88,320.00



Microsurfacing 2010/2011



Microsurfacing 2010/2011



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E. Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into an amended contract with Harrison, Walker and Harper for the demolition of the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road in the amount of \$25,796.17.

DISCUSSION:

The decision has been made to demolish the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road. Harrison, Walker and Harper will be responsible for overseeing the demolition. This will bring the Guaranteed Maximum Price of the Harrison, Walker and Harper contract to \$7,694,360.37.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an amended contract with Harrison, Walker and Harper for the demolition of the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road in the amount of \$25,796.17.

FISCAL IMPACT:

Funding in the amount of \$25,796.17 will come from the 2011 Certificate of Obligation (General Fund).

ATTACHMENTS:

Resolution
Change Order

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH HARRISON, WALKER AND HARPER FOR THE DEMOLITION OF THE BUILDING AT 1721 BEDFORD ROAD AND THE DETACHED STRUCTURE AT 1725 BEDFORD ROAD IN THE AMOUNT OF \$25,796.17.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to demolish the building 1721 Bedford Road and the detached structure at 1725 Bedford Road; and,

WHEREAS, the City Council of Bedford, Texas has determined that the contract with Harrison, Walker and Harper be amended to include the demolition of the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road.

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 amended contract with Harrison, Walker and Harper for the demolition of the building at 1721 Bedford Road and the detached structure at 1725 Bedford Road in the amount of \$25,796.17.

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

PASSED AND APPROVED this 25th day of January 2011, 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

BLUE RIBBON INDUSTRIES

DEMOLITION BID

408 SINGLETON BLVD.
DALLAS, TEXAS 75212
TEL.972-248-5956 FAX.972-248-5957

Estimator-MARK LONGORIA-214-677-8919-REVISED

DATE: 12-14-2010

PROJECT NAME: 1721 BEDFORD ROAD, SUITES 21-25

LOCATION: BEDFORD, TEXAS

CONTRACTOR: CITY OF BEDFORD

ATT: BILL SHELTON

WORK TO BE PERFORMED

BLUE RIBBON INDUSTRIES WILL PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, INSURANCE AND ALL SERVICES NECESSARY FOR SELECTIVE DEMOLITION AND HAUL OFF OF ALL ITEMS LISTED BELOW:

- *FURNISH LABOR / EQUIPMENT TO DEMOLISH BUILDING STRUCTURE
- * FURNISH LABOR / EQUIPMENT TO BUILDING FOUNDATION / PIERS / SUPPORTING WALLS
- * FURNISH LABOR / EQUIPMENT TO HAUL OFF DEMOLITION DEBRIS

✓ TOTAL PRICE: \$ 22,450.00 ✓

ALT#1

ASPHALT REMOVAL

✓ TOTAL PRICE: \$ 4,500.00) NO

ALT#2

GARAGE DEMO:

✓ CREDIT: (\$ 400.00) ✓

EXCLUDE:

- * ASBESTOS ABATEMENT
- * WRECKING PERMIT
- * PARKING LOT REMOVAL
- * ANY ITEM NOT SPECIFICALLY INCLUDED IS EXCLUDED

TERMS:

1. ESTIMATED QUOTE IS BASED IN ONE MOBILIZATION. ADDITIONAL MOBILIZATION \$

500.00 EXTRA CHARGE

2. ANY ITEM NOT SPECIFICALLY INCLUDED IS EXCLUDED

3. ANY ALTERATIONS OR DEVIATIONS FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER & ABOVE THIS ESTIMATE

4. BLUE RIBBON INDUSTRIES ASSUMES NO RESPONSIBILITY / LIABILITY FOR ACCIDENTS OR WORK DELAYS CAUSED BY ACTS OF GOD OR OTHER OCCURRENCES OUTSIDE OUR IMMEDIATE CONTROL

VENTURE

MECHANICAL, INC.

TO: HARRISON WALKER AND HARPER

DATE: 1/11/11

ATTENTION: MR. BRANDON PERDUE

PAGE: 1 OF 1

REFERENCE: BEDFORD LIBRARY REFRIGERANT RECOVERY

Mr. Perdue,

We are pleased to present the following quotation to furnish the necessary labor to recover (2) 1 ½ ton units serving temporary buildings set for demo.

Total cost - - - - - \$200.00

Thank you for this opportunity to be of service. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

George Jurecka

George Jurecka
Service/Sales



2222 CENTURY CIRCLE
IRVING, TEXAS 75062
WWW.VENTUREMECH.COM
972.871.1300 TEL
972.871.1301 FAX
TACLA020255E



COUNCIL AGENDA BACKGROUND

PRESENTER:

Mirenda McQuagge-Walden, Managing Director – Community Services

ITEM:

Consider a resolution of the City of Bedford suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the steering committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee.

DISCUSSION:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about January 7, 2011, with cities retaining original jurisdiction, seeking to increase system-wide transmission and distribution rates by \$353 million. The Company asks the City to approve a 14.6% increase in residential rates, a 15.5% increase in commercial rates, and a 25.9% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer.

This resolution suspends the February 14, 2011 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

RECOMMENDATION

Staff recommends the following motion:

Approval a resolution of the City of Bedford suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the steering committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION 11 -

A RESOLUTION OF THE CITY OF BEDFORD SUSPENDING THE FEBRUARY 14, 2011 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about January 7, 2011, Oncor Electric Delivery Company ("Oncor"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Bedford a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective February 14, 2011; and,

WHEREAS, the City of Bedford is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 146 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to setting reasonable rates and direct any necessary litigation; and,

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and,

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the February 14, 2011 effective date of the rate request submitted by Oncor on or about January 7, 2011, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor on a monthly basis.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Geoffrey Gay, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PRESENTED AND PASSED this 25th day of January, 2011 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:

Leigh Morgan, Deputy Director of Parks and Recreation

ITEM:

Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with Mid-Cities Church to provide meeting space for church services at the Boys Ranch Activity Center.

DISCUSSION:

Mid-Cities Church has been using the Boys Ranch Activity Center (BRAC) to hold church services for the last five years. This is a renewal of a lease agreement that has been in place. The agreement is for the church to pay \$300 per Sunday for the use of the facility and the term is one year. The BRAC weight room and cardio room will be open to the general public for use during the rental times from 8:00 a.m. – 2:00 p.m. This lease agreement does not prevent other groups from renting the BRAC during Sunday afternoons or evenings.

The rental fee offered to the church is slightly less than that offered to other rentals based upon the guaranteed rental income for all 52 Sundays in a year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with Mid-Cities Church to provide meeting space for church services at the Boys Ranch Activity Center.

FISCAL IMPACT:

General Fund revenue annual impact \$15,600.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH MID-CITIES CHURCH TO PROVIDE MEETING SPACE FOR CHURCH SERVICES AT THE BOYS RANCH ACTIVITY CENTER.

WHEREAS, the City Council of Bedford, Texas wishes to provide Mid-Cities Church meeting space for church services; and,

WHEREAS, the staff of the City of Bedford Boys Ranch Activity Center wishes to provide supervision of the lease agreement to Mid-Cities Church for the purpose of holding church services.

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 lease agreement requiring an annual rental fee of \$15,600 for a term of one year with Mid-Cities Church for the purposes of holding church services.

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

PASSED AND APPROVED this 25th day of January 2011, 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

This Agreement is made and entered into by and between Mid-Cities Church, hereinafter referred to as "Lessee", and The **City of Bedford** hereinafter referred to as "Lessor", to be effective upon execution by the Parties.

WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at **2801 Forest Ridge Dr.** in the City of **Bedford**, Texas, known as the Contract Premises, and

WHEREAS, Lessee wishes to utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Church", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct Church services and activities in the manner and during the term hereafter specified.
2. Contract Premises. For purposes hereof, the Contract Premises shall include the **Gym, classroom A, B, & C along with the lobby** located at **2801 Forest Ridge Dr.** in the City of **Bedford**, Texas known as the **Boys Ranch Activity Center**.
3. Access to Contract Premises. Lessee shall have exclusive use of the Contract Premises each **Sunday** during the term hereof, from the hours of 8:00 a.m. until 1:30 p.m., in order to conduct its activities hereunder. Lessee shall have no right or access to the Contract Premises at any other time unless Lessor grants consent. All requests for use of facilities other than times out lined in contract must be made to Lessee in writing.
4. Restrictions on Use. Lessee shall operate or utilize the Contract Premises for no purpose other than the Church Services and activities defined herein, which shall be subject to the following restrictions:
 - (a) No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.
 - (b) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(c) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee's agrees that the Lessor will not provide storage for any equipment; supplies, concession products or any other items need by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with BRAC staff prior to church activities as well as after activities prior to leaving the premises.**

(d) Lessee shall conduct the activities provided for herein on each **Sunday** during the term hereof, save for legal holidays, upon which Lessee shall request in writing consent to conduct its activities.

(e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(f) Lessee shall be allowed to use and display its company logo banner each night of said event.

(g) Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

5. Term of Agreement. The term of this Agreement shall be for one (1) year. Lessee shall operate each **Sunday** during the term of this lease from the hours 8:00 a.m. to 1:30 p.m. only, commencing upon the effective date hereof. Any Sunday that event is not held Lessee will still be responsible for paying Lessor unless event is canceled at least 14 days prior to event date.

6. Payment to Lessor. As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to **a flat fee of \$300.00 per week in weekly installments.** All such sums payable to Lessor shall be due and payable one week follow said event. Any additional requested hours of use will be charged at full rental rate.

7. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

8. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect

the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

9. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

10. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause. Notice not to renew must be given in writing by Lessor to Lessee **thirty (30)** days prior to the next commencement date.

11. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

12. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

(a) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

Damage to rented premises	\$ 50,000
Sexual/Physical Abuse part of GL	\$ 50,000
Each Claim	\$ 25,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall no greater than \$5000.00

13.Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

14. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Lessor City of Bedford Parks and Recreation Department

By: _____
Beverly Queen, City Manager

Date

Lessee Mid-Cities Church

By: _____
Cameron Williams, Pastor

Date



COUNCIL AGENDA BACKGROUND

PRESENTER:

Don Henderson, Parks Superintendent

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Texas Aquatic Supply to install UV filtration at Splash for \$66,200.

DISCUSSION:

On December 9 – 11 as well as Sunday, December 12, and Sunday, December 19, bids were advertised for the installation of UV filtration systems at Splash. Two bids were received for this project which consists of installing three UV filtration systems. Each separate body of water must have its own separate system. This includes the multi-use pool, leisure pool and tot pool. Once the installation of this system is complete the City of Bedford will be in compliance with Department of State Health Services Chapter 265 Subchapter M Public Interactive Features and Fountains which requires a supplemental water treatment system.

Council approved a budget of \$70,000 for this project in the FY 10/11 Budget.

RECOMMENDATION

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with Texas Aquatic Supply to install UV filtration at Splash for \$66,200.

FISCAL IMPACT:

\$66,200 from the Aquatics Maintenance Fund

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 11-

A RESOLUTION TO ACCEPT BIDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TEXAS AQUATIC SUPPLY TO INSTALL UV FILTRATION AT SPLASH FOR \$66,200.

WHEREAS, the City Council of Bedford, Texas has reviewed the bids received on December 23, 2010; and,

WHEREAS, Texas Aquatic Supply has provided the lowest cost for the installation of three separate UV systems for Splash with a bid of \$66,200.

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

SECTION 1. That the City Council does hereby approve a resolution awarding a bid to Texas Aquatic Supply and authorizes the City Manager to enter into an agreement for the installation of UV systems at Splash Water Park at a cost of \$66,200.

PASSED AND APPROVED this 25th day of January 2011, 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

SUMMARY			
COMPANY			
DCC Incorporated	\$68,244.23		
Texas Aquatic Supply	\$66,200		



COUNCIL AGENDA BACKGROUND

PRESENTER:

Don Henderson, Parks Superintendent

ITEM:

Consider a resolution to accept bids and authorize the City Manager to enter into a contract with PurePlay, LLC to renovate the slides at Splash for \$63,513.70.

DISCUSSION:

On December 9 – 11 as well as Sunday, December 12, and Sunday, December 19, bids were advertised for the renovation of the slides at Splash. Four bids were received for this project which consists of re-gel coating, painting, polishing and re-caulking of all joints at all four slides at Splash.

Council approved a budget of \$70,000 for this project in the FY 10/11 Budget.

RECOMMENDATION

Staff recommends the following motion:

Approval of a resolution to accept bids and authorize the City Manager to enter into a contract with PurePlay, LLC to renovate the slides at Splash for \$63,513.70.

FISCAL IMPACT:

\$63,513.70 from the Aquatics Maintenance Fund

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 11-

A RESOLUTION TO ACCEPT BIDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PUREPLAY LLC TO RENOVATE THE SLIDES AT SPLASH FOR \$63,513.70.

WHEREAS, the City Council of Bedford, Texas has reviewed the bids received on December 23, 2010; and,

WHEREAS, PurePlay LLC has provided the lowest cost for the renovation all slides at the Splash with a bid of \$63,513.70.

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

Section 1. That the City Council does hereby approve a resolution awarding a bid to PurePlay LLC and authorizes the City Manager to enter into an agreement for the renovation of the slides at Splash for a cost of \$63,513.70.

PASSED AND APPROVED this 25th day of January 2011, at a regular meeting of the City Council of the City of Bedford, Texas by a vote of ___ ayes, ___ nays and ___ abstentions.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

SUMMARY			
COMPANY			
Aquamen	\$64,500		
Slide Care	\$69,113		
Splashtacular	\$76,210		
Pureplay	\$63,513.70		