

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, October 11, 2011
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chambers Work Session 6:15 p.m.
Council Chambers Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.bedfordtx.gov>

CALL TO ORDER

WORK SESSION

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

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Cory Kuhn, 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. Recognition of Melissa Briggs, Code Enforcement Officer, for a Bedford Employee Commitment Award (BECA).
2. Proclamation recognizing October 22 - 30, 2011, as National Red Ribbon Week.

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
 - a) Deborah Chaney, 3053 Richwood Circle, Bedford 76021 – Requested to speak to the Council regarding Stage One Watering Restrictions and accompanying signage.
 - b) Ed Henderson, 2513 Meadow View, Bedford 76021 – Requested to speak to the Council regarding a clarification of Open Records Request.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) September 24, 2011 work session
 - b) September 27, 2011 regular meeting

NEW BUSINESS

5. Consider an resolution authorizing the City Manager to enter into a contract with McClendon Construction Co., Inc., in the amount of \$217,613.95, for the Gold Hawk Lane Paving & Water Improvements.
6. Consider a resolution authorizing the City Manager to enter into a six-year lease agreement with Government Capital Corporation for the procurement of an upgrade to the current New World Systems software in the amount of \$366,150.
7. Consider a resolution authorizing the City Manager to change a Council meeting date in November from November 22, 2011 to November 15, 2011 and schedule the December meetings as December 6, 2011 and December 13, 2011.
8. 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
 - ✓ Cultural Commission- Councilman Champney
 - ✓ Library Board- Councilman Brown
 - ✓ Parks & Recreation Board- Councilman Griffin
 - ✓ Senior Citizen Advisory Board- Councilman Savage
 - ✓ Teen Court Advisory Board- Councilman Griffin

9. Council member reports

10. City Manager report

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 7, 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 Agenda Background

PRESENTER:

Beverly Griffith, City Manager

ITEM:

Recognition of Melissa Briggs, Code Enforcement Officer, for a Bedford Employee Commitment Award (BECA).

DISCUSSION:

The BECA is part of the City of Bedford's Employee Recognition Program. In order for an employee to receive a BECA, he/she must display "above and beyond the call of duty" conduct or actions in their daily job function or other types of meritorious actions or conduct.

Any citizen, business owner or employee may nominate a City employee for a BECA by completing a form. The nominations are reviewed on a periodic basis by the City's senior management team. The senior management team then votes on the nominations.

Tommy Peterson, Code Enforcement Manager, nominated Melissa for this award. Mr. Peterson received a phone call and email from a Bedford citizen whose elderly mother received assistance from Melissa. This elderly lady and her friend were shopping at Big Lots and were exiting the parking lot on to Central Drive when their car stalled. Melissa got out of her City vehicle and pushed the car out of the road. In addition to pushing the car out of the road in 100+ degree heat, Melissa waited for help to arrive for the ladies before she left them. In the email, the citizen, J.T. Ackerman wrote, "Thank you to Melissa for waiting until help arrived even in 100 degree temperatures that day. It makes me happy to know that as a Bedford resident the City has employees that really care for people. Melissa could have just drove by like so many other people did that day."

RECOMMENDATION:

Staff recommends the following:

That the Mayor and City Council formally recognize Melissa Briggs for a Bedford Employee Commitment Award.

FISCAL IMPACT:

Funds are budgeted in FY 11/12 budget account 01-20-22-8135.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Jim Story, Mayor

ITEM:

Proclamation recognizing October 22 - 30, 2011, as National Red Ribbon Week.

DISCUSSION:

In 1985, the initial tradition of donning red ribbons began in California as a tribute to DEA Agent Enrique Camarena, who was brutally tortured and murdered by a Mexican drug cartel. Today, the nationwide celebration brings millions of people together to raise awareness of the dangers of alcohol, tobacco and other drugs, and encourage prevention, early intervention, and treatment services. It is the largest, most visible prevention awareness campaign observed annually in the United States.

Police Chief Roger Gibson and Technical Sergeant Randy Gardner will be accepting this proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 22-30, 2011, as:

Red Ribbon Week

in the City of Bedford, and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the Red Ribbon Celebration and a drug-free America.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
11th day of October, 2011.*

JIM STORY MAYOR




Council Agenda Background

PRESENTER AND ITEM:

- a) Deborah Chaney, 3053 Richwood Circle, Bedford 76021 – Requested to speak to the Council regarding Stage One Watering Restrictions and accompanying signage.
- b) Ed Henderson, 2513 Meadow View, Bedford 76021 – Requested to speak to the Council regarding a clarification of Open Records Request.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letters of Request

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, September 28, 2011 7:33 PM
To: Jakubik, Megan
Subject: Fwd: October 11 Council Meeting

From: "Deborah/Ralph Chaney"
Date: Wed, Sep 28, 2011 6:50 pm
Subject: October 11 Council Meeting
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>

Michael-

I would like to request to address the Mayor and Council under Persons to be Heard at the October 11th council meeting.

The topic is: Stage One Watering Restrictions and Accompanying Signage

Thank you.

Deborah

DATE 10-3-11

I would like to speak at
the next council meeting,
(10-11-11)

Subject: Clarification of
City Bedford Release or
Announcement.

Ed Henderson
2513 Meadow View
Bedford TX

972 283 1799 76021

Oct 4, 2011

I Ed M Henderson

Residing at 2513 Meadow View

Bedford, Tx Request to

speak at the Oct 11, 2011

Bedford City Council Meeting

on subject of clarification

of Open Records Request.

A handwritten signature in cursive script, appearing to read "Ed M Henderson".

Oct 4, 2011



Council Agenda Background

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:

- a) September 24, 2011 work session
- b) September 27, 2011 regular meeting

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Minutes

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 7:30 a.m. at the Bedford Public Library, 2424 Forest Ridge Drive on the 24th day of September, 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 Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary
Bill Syblon	Development Director

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the Work Session to order at 7:34 a.m.

WORK SESSION 7:30 a.m.

1) Council strategic planning session to include discussion regarding the Council's visions, goals and related topics.

City Manager Beverly Griffith stated that the Council's focus on economic development is to a large extent sales tax related. She provided Council with a sales tax analysis from Muniservices to help Council understand what is happening with current collections and to see problems, without violating confidentiality. The reports are based on benchmark years as opposed to fiscal years. Food services make up the largest portion of sales tax at 16%. General merchandise includes stores such as Wal-Mart, Big Lots and the Dollar Store. A four or five year breakdown of total collections allows staff to identify unusual spikes. A report showing sales tax by economic category breaks down collections by larger categories. Another report shows the sales tax by the ten largest business segments. Food service and general merchandise are the strongest performing categories, while the information services category has been all over the map; staff is monitoring that category closely. Utilities have been disappointing, performance wise. Though there has been much worry about retail and restaurants, those sectors have not been fairing badly. A historical analysis of payments by category, broken down by quarter, allows staff to identify particular categories they have concerns about. In summarizing the decline in sales tax revenue this year, franchise fees being down is consistent with sales tax being down. The information services and communications categories are invisible to staff as they do not have a physical location in Bedford and it is not apparent what they may be connected to. The historical analysis shows payments rising in the fourth quarter of 2009,

spiking in 2010 and then coming back to the 2009 level and leveling out.

Development Director Bill Syblon reviewed the City's Economic Development Strategic Plan to see what has been accomplished since it was adopted in 2008.

Minimize the effects of the SH 183 expansion

- Seek to retain existing businesses
 - Work with TxDOT to maintain access and visibility of business along SH 183 - The Kimley Horn Study in 2009 identified access issues with businesses. Staff has worked with TxDOT to fix those issues and several departments maintain contact with NTEMP.
 - Work with TxDOT to keep as many lanes open as possible in order to maintain mobility along SH183 during construction. - Several departments maintain ongoing communication with TxDOT and NTEMP on this issue.
 - Foster public/private partnerships with businesses to assist them in marketing efforts during construction. – Efforts include the Shop Bedford First program, the Bedford restaurant guide, including a special update during the Super Bowl, and upcoming joint advertising opportunities with neighboring cities such as larger magazine advertisements with coupons.
 - Review and ensure that all businesses-related policies are business friendly. – This includes the Incentive Policy and Program begun in 2008 and revised in 2010, Sign Ordinance amendments in 2008 and 2011, a streamlined SUP process so applicants do not have to go to Council twice and the ability for staff to grant approval of simple plats.

- Capitalize on Bedford's strategic location.
 - Review and update the Comprehensive Plan and Zoning Map to determine the highest and best uses of land, taking into consideration Bedford's status as being close to build out. - The Kimley Horn Study from which a proposed 183 highway corridor overlay district was proposed. The district died at the Planning and Zoning Commission level. Also included is the Comprehensive Land Use Plan update in 2010.
 - Determine additional locations where major employers and hotels may locate along or near SH 183 and assemble properties for this purpose. – This has been an ongoing process. In 2008 there was discussion on the Bedford Forum area and the creation of the Holiday Inn/Bedford Forum Reinvestment Zone. There has also been discussion regarding City Hall, the area where Pappadeux, Bennigans and Steak and Ale are located, as well as the Shops at Central Park.
 - Work with HEBISD to relocate facilities along SH 183 and master plan ISD properties to include sales tax-generating uses – Discussion between Council and HEBISD began in 2008 and are still currently underway.
 - Evaluate opportunities at the Central Drive and Bedford Road intersections at SH 183 for assembling and reconfiguring sites to create areas where larger scale developments and/or destination-oriented venues may locate.

Council requested staff look into a City-wide overlay district plan that is similar to the one currently in place on SH 121. The plan would focus on aesthetics and overall design standards, including architectural design and signage. It will also remove any relief provisions which hampered the passage of the SH 183 overlay district. It will also not be retroactive and most of the impact would be seen along SH 183.

Redevelop and revitalize shopping centers and neighborhoods.

- Work to retain existing businesses.
 - Develop and implement a formal business retention plan. – This includes the Incentive Policy and Program developed in 2008 and amended in 2010, as well as certificate of occupancy and anniversary visits.

- Develop relationships with existing businesses through surveys, site visits, newsletters and other media. – This includes Community Affairs Commission surveys done in 2008, site visits, staff delivery of certificates of occupancy, update e-mails from NTE, business roundtable meetings, the medical/healthcare survey in 2009, and Shop Bedford First visits.
- Continue business roundtables and other events; consider holding an annual business appreciation luncheon or banquet to communicate Bedford's support for free enterprise and maintain regular communication with employers. – This is mainly handled through the Community Affairs Commission.
- Enhance the appearance of shopping centers and neighborhoods
 - Review and update the comprehensive plan and zoning map. - This includes the Kimley Horn Study in 2009, the proposed SH 183 Corridor Overlay District, and the Comprehensive Land Use Plan update in 2010.
 - Review and update zoning and development ordinances and means to improve outdated and/or deteriorating shopping centers. – This includes the proposed SH 183 Corridor Overlay District, updates to the Sign Ordinance done this year, adopting the International Building Code this year, the Incentive Policy and Program, the pending Vacant Building Ordinance, and the pending Shopping Center Revitalization Program.
 - Consider establishing overlay districts or implementing design guidelines in certain redevelopment areas. – This includes the proposed SH 183 Corridor Overlay District and the updates to the Comprehensive Land Use Plan.
 - Select areas to concentrate efforts that show the greatest opportunity for redevelopment and revitalization which will then serve as a catalyst to spur additional investment. – This includes the Buxton Study in 2009, opportunities with the SH 183 highway expansion, the updates to the Comprehensive Land Use Plan, and future discussions this year.
 - Prepare streetscape plans for major corridors and roadways. – This was done through the NTE Aesthetics Committee which met several times between 2009 and 2010.

Improve City Image and Public Perception

- Confirm Bedford's Identity and promote Bedford's vision.
 - Define how Bedford wants to identify itself and make the City distinct and unique from the rest of the region. – This includes the City's new logo and tagline, work on establishing a cultural district, and working with the Bedford Hotel Association.
 - Utilize a formal process which includes surveys and stakeholder input to confirm Bedford's identity. – This includes the updates to the Comprehensive Land Use Plan and the new Cultural Commission.
 - Create a formal marketing plan, targeting young families and children.
 - Increase communication within and outside the City through press releases, editorials, newsletters, advertisements, word of mouth, community events and other media. – This includes the Bedford Connection, BTV, and web streaming of Council meetings.
 - Sell community amenities and show that Bedford has a great story to tell.

Council requested staff determine the number of web hits from the streaming Council meetings.

- Encourage the Arts in Bedford and consider creating an Arts District or Cultural District.
 - Make a targeted list of all arts-related organization that Bedford wants to recruit to the City. – This would be handled through the Cultural Commission.
 - Determine areas within Bedford which are preferable for including within an Arts District. – This would be handled through the Cultural Commission.
 - Evaluate the potential of other, small gathering places for arts related events. – This would be handled through the Cultural Commission.

- Engage in fundraising activities to fund public art. – This would be handled through the Cultural Commission.
- Consider funding and placement of an amphitheater near the new Library.
- Study how other cities have been successful in promoting the arts and creating arts districts. – This is accomplished through the cultural district designation process.
- Determine the highest/best use of City owned properties and facilities.
 - Consider master planning the remaining City-owned, underdeveloped properties.
 - Hold a design workshop prior to master planning to solicit input from stakeholders.
 - Determine new facility use and programming for the old Library.
 - Make a plan for the possible future expansion of the Boys Ranch. – This includes the Boys Ranch Master Plan approved in 2010.

Additional goals included making improvements to the aging water and sewer infrastructure.

Facilitator Joe Gonzales stated that Mr. Syblon will present action plans based on the goals of Council. Staff is looking for Council to present any additions or changes to the action plans and then approve them.

Mr. Syblon presented an action plan for creating a Central Bedford Development Zone (CBDZ) based on the Council's goal statement of "Strategically focused economic development". He stated that the first part of the plan is to clarify what the Zone means and to create a broad definition of the CBDZ. Council was of the consensus that the boundaries of the Zone are Bedford Road to the north, SH 183 to the south, Forest Ridge Drive to the west, and Central Drive to the East.

Deputy City Manager David Miller explained that Council will have to decide what they want the district to look like through the process of creating design charettes. The process would begin with a Work Session where Council would brainstorm with Planning and Zoning, the Economic Development department, and an architectural firm on how the zone is to look and feel like. Input would also be gathered from stakeholders through public meetings and working with existing businesses. All these ideas would be taken together and presented to a hand-selected group of developers to receive input from the standpoint of design and layout. An architectural firm will then present this to Council, who will then refine it and approve the design charettes. Mr. Syblon can then use them as a design tool to market and develop partnerships with developers. This was much of the same process used for the new Library facility. In regards to a feasibility study, the charrette process would have to be completed first. Funds have been set aside for economic development, so this process is funded. Council was of the consensus to move forward with the charrette process.

Mr. Syblon presented an action plan for commercial property assessment and prioritization based on the Council goal statement "Develop a plan to improve vacant or underutilized commercial property.

The first step in this plan is to take the most critical intersections and narrow down the ones to focus on first. These include the intersections and Brown Trail and Harwood, Brown Trail and Pipeline, Brown Trail, SH 183 and Bedford Road, Harwood Road and Central Drive, and neo-traditional opportunity areas that were identified in the Comprehensive Land Use Plan. The next step is to take a sensitive approach and determine the criteria that will be used to assess and prioritize properties. Each criteria will include three subcategories in which to rate the properties. For example, the physical condition of the property will be broken down into no maintenance required, some maintenance required, and extensive maintenance required. Other criteria will include age, vacancy rate, location and visibility of those properties, and property values. A weighted matrix will be applied to all of these areas to determine which area or areas

need the most attention. Once those areas are identified, staff and Council as a group can strategize and possibly go through a charette process similar to the CBDZ. It is important to identify an area as opposed to just a shopping center. Feasibility will be made part of the process. Council was of the consensus to move forward with the action plan. Council also requested a mechanism to measure practicality and funding sources, specifically changing the 4B fund so it can be used to improve infrastructure.

Mr. Syblon presented information regarding the Retail Center Revitalization (RCR) Program. It is a way to incentivize and promote the improvement of aging retail centers. In regards to the level of City participation, what is being currently proposed is to offer matching grants up to 25% of the total cost of qualifying projects up to \$20,000 and a 50% match on replacing, removing or improving existing signage up to \$5,000. The criteria is that the applicant must be the owner or tenant of a multi-tenant retail property, the property must be at least 20 years old and have a vacancy rate of greater than 50%. The applicant must meet a minimum budget of \$20,000 for improvements. Eligible improvements include façade, window treatments, lighting, awnings/canopies, landscaping and irrigation, parking improvement and painting. Mr. Syblon stated that the public relations side of the program that is the most beneficial in that it can be marketed and promoted to show what the City is doing for its businesses. Council was of the consensus to move forward with the program with the following changes: word the program so that it does not lock the City into a minimum matching fund, so negotiations can occur with the applicants, and that the vacancy rate be lowered to 30%. The program will be brought back to Council at the October 25, 2011 meeting.

Mr. Miller presented information on a vacant building ordinance and requested comments from Council. What staff is attempting to accomplish with this ordinance is to establish a means to track current vacancies in the City and to work with businesses to fill those spots as soon as possible. This ordinance kicks in after incentive phase discussed earlier so it does not punish property owners until they have had the opportunity for incentives. The ordinance would come into play when 60% of the square footage of a multi-tenant property has been vacant for 6 or more months. This ordinance would also cover stand alone buildings, though that has not been defined yet. Provisions need to be put in place if the stand alone building is for sale or lease. The ordinance strictly covers commercial properties and is focused mainly on shopping centers. Regarding the notification process, the Code Enforcement Division would issue written notice to the property owner giving them 10 days to register the property and 30 days to comply with the rest of the Article. Enforcement would be handled by the municipal court, as with any code enforcement issue. Further enforcement could occur by court order to remediate and implement a lien on the property. More research will need to be conducted regarding the provision in the ordinance about the removal of gas storage tanks, so it is in compliance with the Fire Code and TCEQ. Council was of the consensus to move forward with the ordinance with the following changes: define in more detail "boarded building"; adding verbiage stating that this ordinance does not supersede existing code compliance ordinances in order to ensure ongoing aesthetic maintenance; and including language that states the person leasing a property must have a physical presence, such as defining the term "rental" and/or requiring an active utility service account. The ordinance will be brought back to Council by the second meeting in November.

Ms. Griffith requested that Council set up a work session in order to go through the Sign Ordinance element by element and get a consensus on what changes Council would like to see on each element. Council was of the consensus to hold the Work Session on Saturday, November 5. Staff will provide a copy of the existing Sign Ordinance and an outline for the meeting.

Mr. Gonzales summarized what was achieved at the meeting: 1) Council requested staff to look into City-wide design standards; 2) Council agreed to move forward on the charette process as

it relates to the CDBZ; 3) Council agreed to move forward on improving vacant/underutilized businesses; 4) Council agreed to move forward on the RCR concept; 5) Council agreed to move forward on a vacant building ordinance; and 6) Council established November 5 as the date for a work session to work on the Sign Ordinance.

Council discussed ideas about mitigating the effects of the SH 183 expansion on area restaurants. More specifically, Council wanted to focus on ways to let people know that these restaurants are still open for business. Ideas included renting bill boards on either side of Bedford, mail outs, joint advertising efforts with neighboring cities, coupons in the next edition of the Bedford Connection, signs on the former CI Host building, temporary signage and restaurants getting together as a group to create visibility and awareness.

ADJOURNMENT

Mayor Story adjourned the Work Session at 10:30 a.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 27th day of September, 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 Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
Roger Gibson	Police Chief
John Kubala	Public Works Director
Jill McAdams	Human Resources Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

CALL TO ORDER

Mayor Story called the Work Session to order at 5:30 p.m. Council convened into Executive Session prior to the Work Session items.

WORK SESSION

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

Council discussed placing the following items on consent: 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 20.

- **Present report on the FY 10/11 aquatics season.**

Deputy Director of Parks and Recreation Leigh Morgan presented a report on the FY 10/11 aquatics season. During the pre-season, a lot of work was done on repainting, replacing tiles and resurfacing slides. Gate entry numbers at Splash and Central Pool were 46,554, representing a 2% increase over 2010. Splash was open a total of 94 days and did not have a single closure the whole season. The average daily attendance was 460, with a high of 1,112 on July 4. Central Pool was open a total of 86 days and had an average daily attendance of 43, with a high of 118 on June 12. The percentage of residents versus non-residents was up this year to 70%. Revenue for aquatic reservations increased

due to fee changes and an increase in after-hour reservations. Staff worked really hard in revamping the concession stand, what products were sold and how they were sold. Revenue increased from the previous year to \$48,376 and expenses were down from the previous year to \$22,042 for a cost recovery of 219%. Some of this was due to the introduction of Kona Ice and staff is looking at bringing them back next year.

In regards to aquatic classes and programs, revenue was up over last year to \$26,933. There was an increase in attendance for water aerobics and water walking. 35 people attended the new aquatics boot camp and there was a lot of positive feedback on that program. A breakdown in operational costs shows the largest expenses were for salaries, utilities, chemicals and instructors. The overall budget summary shows that the original budget was \$409,758 while actual expenses were \$395,714 for a difference of \$14,044. Revenue was estimated at \$325,500 but \$333,524 was actually brought in for a difference of \$8,024. Expense versus recovery was \$62,190 for a cost recovery of 84%.

For special events, there was the addition of a third Flick and Float movie at Splash. Attendance for the three movies was 69, 51 and 37 respectively, which are about even with last year's total. The Dog Splash Day numbers were up. Next year, staff plans to expand the special events programs to Central Pool.

Overall highlights for this year include the addition of the aquatics boot camp, adding swim lessons at Central Pool, the Bedford Surf Swim Team, which had five swimmers who qualified for the State Games of America from August 5-7 in San Diego, the most dogs registered ever for Dog Splash Day and the addition of Kona Ice to the concession stand. Next year staff is looking at continuing classes and programs at Central Pool, increasing the number of lifeguard classes offered, implementing a junior lifeguard program, and adding special events at Central Pool.

- **Present report on the 2011 City of Bedford Labor Day Blues & BBQ Festival.**

Special Events Coordinator Wendy Hartnett presented a report on the 2011 Labor Day Blues and BBQ Festival. One of the goals of the festival was to increase hotel usage. Hotels in the City were 70% sold on Friday and Sunday and 95% sold on Saturday. The estimated overall economic impact was \$500,000 for the weekend. Other goals included providing a community event, fostering economic growth, encouraging citizen involvement and producing a phenomenal festival that enhances the image of the City. The mission of the festival is to continue the popular old Bedford BluesFest with a new twist – the BBQ cook-off. There was an increase of 37% in overall sponsors and a \$1,000, or a 6%, increase in cash sponsorships. There were also \$40,000 in additional media buys including the Ticket, KERA and KNON. Minuteman Press came on as the print sponsor and Holiday Inn helped out with rooms for Saturday night. There were property sponsors with State National and Chase to help use the revenue from the parking lots. Hill and Company once again was successful in advertising the festival. There were more than 50 total news stories and event listings. Buddy Guy had an interview in the Dallas Observer, which also did a great article after the event as well. Steve Wilson of the Fort-Worth Star-Telegram attended the BBQ judging class and did a great follow-up on DFW.com. There were three television appearances on different networks and coverage from national magazines. The total estimated reach of the advertising media was 8.1M people.

The biggest challenge for the festival this year was the move to a new location, which proved successful. A fourth entry point was added because of parking at the Old Bedford School and the new Library. The event was coupon-less, which was patron requested. A parking plan was implemented with 20 free parking lots and three paid lots, as well as three lots on City property. The use of the old library was a hit with everybody. It proved successful customer service wise, in that it had a direct phone line. Next year, staff is looking at adding another computer. It was also convenient to be able to go over to City Hall to make copies as necessary. The facility was also used as a green room, for the BBQ judging, a break area and a first aid cool down station.

The total savings with the volunteer program was \$4,901, or 8.1%, from the previous year. Ms. Hartnett thanked Judge Tim Murphy and Court Manager Doug Campbell for the court volunteers, who worked 135 hours, which equaled a savings of \$1,350. There were more participants in the certified judging

classes with 22 KCBS member students, 33 non-KCBS member students and 12 table captain class students. This class adds a value of legitimacy to the event. The People's Choice Event was held on Saturday and added \$4,812 in additional revenue. 25 teams competed this year, which amounted to more BBQ for the patrons and tied the contest to the festival. The Battle of the BBQ was held on Sunday and added \$4,057 in additional revenue. There were ten participants, who were also food vendors.

The party tent/cabana options added additional revenue of \$1,451. Combo seats were added due to patron request. Next year, staff is planning on adding additional chairs since the new venue will allow for this. The combo seats proved very successful and 51 reserved seats were sold on-site. 365 "Groupons" were sold for additional revenue of \$3,015.

52 teams competed in the BBQ contest, up from 50 the previous year. There were also 44 vendors and 25 food vendors. The estimated total attendance was 19,100. Total expenses for the event were \$332,623, which included some capital expenses for the move to the new location. Revenue totaled \$213,338 for a net cost of \$119,314, which brings the cost recovery to 64.1%.

Looking forward, staff is looking to increase attendance, add more sponsors, continuing to improve the volunteer structure using more court volunteers, evaluating the parking structure with better guidelines, improving the logistics for the new site, continuing to feature authentic blues artists, enhancing the BBQ events, optimizing special seating options such as increasing the number of reserved seats and removing the cabanas, and preparing a signage plan.

Ms. Hartnett thanked the Parks and Recreations Department, the Finance Department, the Police and Fire Departments, Fire Marshal Joey Lankford, Contract/Risk Manager Chuck Carlisle, GIS Technician Jeremy Beekman, Managing Director of Community Services Mirenda McQuagge-Walden and Communications Coordinator Dominik Pierce.

Mayor Story recessed the Work Session at 6:45 p.m.

- **Discuss and set dates for Board and Commission interviews and dates for November and December Council meetings.**

Mayor Story reconvened the Work Session at 8:11 p.m.

Council discussed setting the date for the Board and Commission interviews as well as the November and December Council meetings. Council set the date for the Board and Commission interviews for Monday, November 28. Council set the November Council meeting dates to November 8 and November 15. Council also set the December Council meeting dates to December 6 and December 13.

Mayor Story adjourned the Work Session at 8:16 p.m.

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, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1.**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1 at 5:30 p.m.

Council reconvened from Executive Session at approximately 5:41 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.

The Regular Session began at 6:46 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Pastor Charles Brown, St. Timothy Presbyterian Church)

Pastor Charles Brown of St. Timothy Presbyterian 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: 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 20.

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

COUNCIL RECOGNITION

1. Proclamation recognizing October 2011 as Crime Prevention Month in the City of Bedford.

Mayor Story read a proclamation recognizing October 2011 as Crime Prevention Month in the City of Bedford. Police Chief Roger Gibson and Technical Sergeant Randy Gardner were on hand to accept the proclamation. Sergeant Gardner stated that crime prevention cannot happen without the involvement of citizens, and during the month of October, he asked citizens to pay attention to what is happening in their neighborhoods.

2. Proclamation recognizing October 4, 2011 as the official day for National Night Out.

Mayor Story read a proclamation recognizing October 4, 2011 as the official day for National Night Out. Police Chief Roger Gibson and Technical Sergeant Randy Gardner were on hand to accept the proclamation. Police Chief Gibson stated that he, Sergeant Gardner, Deputy Chief Hawkins and Patrol Officer II Butch Lindsey will be out in the community that night. He recognized individuals that were also going to be out in the community including Ed Potter, President of the Citizen's Police Academy Alumni Association, John Sargent, President of the Community Emergency Response Team (CERT) Corp Council, and Darren Wallerstedt, President of the Bedford Amateur Radio Club (BARC) and a member of RACES. Citizens who are interested can contact Sergeant Gardner's office.

3. Proclamation recognizing October 2011 as Fire Prevention Month in the City of Bedford.

Mayor Story read a proclamation recognizing October 2011 as Fire Prevention Month in the City of Bedford. Fire Chief James Tindell and Fire Marshal Joey Lankford were on hand to accept the proclamation. Chief Tindell stated that the Fire Department's Open House is October 22 from 10:00 a.m. to 2:00 p.m. The Department will be kicking off their fire prevention program in schools beginning October 3. He mentioned that due to their aggressive approach regarding fire prevention, the City has a lower fire loss than surrounding cities.

4. Employee Service Recognition

The following employees received recognition for dedicated service and commitment to the City of Bedford:

Alex Hardy, Fire Department - 5 years of service
Ryan Stovall, Fire Department – 5 years of service
Joseph Hnizdo, Development - 5 years of service
Kyle Petrick, Public Works – 5 years of service
Gary Clopton, Support Services - 10 years of service
Joseph Sisco, Community Services - 15 years of service
Debi Johnson, General Government - 15 years of service

PERSONS TO BE HEARD

5. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

- a) Teresa Berendowsky, 1900 Wimbleton Drive, Bedford, TX 76021 – Requested to speak to the Council regarding the complaints against Ohana Residential on 9/13/11.**

Teresa Berendowsky, 1900 Wimbleton Drive – Ms. Berendowsky spoke to Council regarding the complaints against Ohana Residential at the July 26 and September 13, 2011 Council meetings. She moved into the house on July 8 and there was a lot of traffic from family and friends during the move-in. She stated that her neighbor was very vocal about cars not parking on the street and interrogated people about who they were and what was going on there. She would stop cars, place notes on cars and ask people not to park on the street. Ms. Berendowsky called the Police Department to know what her rights were. An officer came out and said she could file a complaint to get a restraining order, but Ms. Berendowsky did not want to do that. She stated that her neighbor takes pictures of people coming and going near her driveway and continues to pull up and ask them not to park there. She stated that she watched the video from the July 26 Council meeting when her neighbor spoke and recounted the complete history of the property at 1900 Wimbleton from 1971 to 2001. The neighbor stated that the property has been a problem from the very beginning; Ms. Berendowsky felt that if the neighbor has problems with every single homeowner for over 30 years, then it seems to her that the problem is coming from the neighbor. At the September 13 meeting, the neighbor stated that an ambulance had rolled into the neighborhood and said she realized a person was coming out who had died. Ms. Berendowsky, with the permission of the person's family, stated that the person was not dead but needed to be taken to the hospital. She says the harassment never stops; they have a quiet home with no loud parties, no cars racing their engines and speeding away, and no more traffic than any other home in the community. She has had two unannounced visits from City officials due to the complaints, but she has shown that no laws are being broken. She wants to bring this matter to a close and for her neighbor to leave her alone.

Council stated that the City Attorney is still looking at what laws govern the type of facility at that address and what legal options are available.

- b) Duane Buuck, Mid-Cities Care Corps, 745 W. Pipeline Road, Hurst, TX 76053 – Requested to speak to the Council to present an overview of Mid-Cities Care Corps.**

Duane Buuck, Mid-Cities Care Corps, 745 W. Pipeline Road – Mr. Buuck is the Executive Director of Mid-Cities Care Corps and spoke to Council regarding his organization. They are a non-profit organization whose mission is to preserve the independence of seniors in northeast Tarrant County. 2011 is an exciting year, as it is the 30th anniversary of the organization, and they are making a concerted effort to expand community awareness. Mr. Buuck highlighted the mission, the services and the opportunities for citizens to become involved in the organization. They provide transportation to seniors for routine medical appointments and quality of life rides on weekends for such things as trips to the bank or the grocery store. They also offer routine maintenance at homes, build wheelchair ramps and grab bars, and coordinate an adopt-a-yard program, as well as group work days. The third program

they offer is a phone tree, where seniors are connected to other seniors with common interests on the first and third Wednesdays of the month from 1:00 p.m. to 2:00 p.m. Their fourth program is a holiday outreach where they collect gifts and deliver them to seniors over the holiday season.

The organization was established in 1981 with the mission to serve seniors 65 and over, or 60 and over with disabilities. They service 11 communities in northeast Tarrant County. They do not income qualify and they do not charge for their programs. They are located at Precinct Line and Pipeline and their office hours are 8:00 a.m. to noon Monday through Friday and they start taking calls at 9:00 a.m. Mr. Buuck asked that anybody wanting assistance contact them 10 to 14 days in advance.

Last year, volunteers completed 1,085 round trips, completed 130 service orders, established two phone trees, and delivered 222 food baskets. Overall, volunteers contributed 3,967 hours for the organization. In their database, they have 258 seniors, 250 volunteers who have had background checks, and 300 one-day volunteers. They will be celebrating their 30th anniversary Thursday, November 3 starting at 6:00 p.m. at the Hurst Convention Center. They will be raffling off a classic 1981 El Camino. Tickets are \$30.00 each or four for \$100.00. Information about the organization can be found on their website at www.midcitiescarecorp.org or by calling 817.282.2051.

APPROVAL OF THE MINUTES

- 6. Consider approval of the following City Council minutes:**
a) September 13, 2011 regular meeting

This item was approved by consent.

NEW BUSINESS

- 7. Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A, Schedule of Fees by updating fees imposed by the City for the rental of certain City facilities and/or furniture, for the provision of certain services; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with Tarrant County for the purposes of adding the City of Bedford as a member of the North Central Texas Major Case Investigative Team (MCIT).**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to enter into a seven year agreement with New World Systems for the renewal of the software and maintenance contract in the amount of \$41,500 annually, a one-time technology upgrade in the amount of \$490,000, of which \$366,150 will be funded through a lease agreement, and travel and training costs in the amount of \$37,500.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and**

disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2011 to September 30, 2012.

This item was approved by consent.

12. Consider a resolution authorizing the revision of the following employee personnel policy:

- **VI. While-At-Work Weapons Possession**

This item was approved by consent.

13. Consider a resolution authorizing the City Manager to enter into the first year of a five year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$58,000, beginning FY 11/12.

Council discussed tabling this item until the next meeting in order to get more information and to look at possibly going out for bids for these services. City Manager Beverly Griffith stated that this would not be an issue; the bidding process would take a minimum of four weeks, so this item could be brought back at the last meeting in October or the first meeting in November. Deputy City Manager David Miller stated that there are no more outstanding issues with Siemens than with any other vendors as far as responsibilities and response times. Only the mechanical portion of the contract could be bid out since the monitoring and automation are software-based, which is proprietary to Siemens. The proposal is divided into three sections, combined into one contract. Out of the \$58,000 that is in the proposal, \$47,000 is for the maintenance agreement and the remaining is for automation and monitoring. If the maintenance portion of the contract is bid out, and Siemens is not awarded the bid, then these services would have to be broken up into two separate contracts. The risks for doing this are the possibility of finger pointing between the two companies if something goes wrong; also, if Siemens is called out on an automation issue and it turns out to be a maintenance issue, the City would be billed for both the automation and mechanical call outs. Currently, with Siemens, the City is not being billed twice. Mr. Miller also stated that three new buildings, the new Library, the house on Bedford Road and the Parks Service Center, have been added to this proposal at an increase of \$986.00. If Siemens were to lose the automation and monitoring portion of this contract as well, the City would have to bid out for thermostats, temperature maintenance components and sensors in the dampers and vents.

Motioned by Councilman Turner, seconded by Councilman Brown, to approve a resolution authorizing the City Manager to enter into the first year of a five year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$58,000, beginning FY 11/12.

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

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

Voting in opposition to the motion: Councilman Fisher and Councilman Griffin.

14. Consider a resolution authorizing the City Manager to renew the City's current contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.

This item was approved by consent.

15. Consider a resolution amending the Public Information Policies and Procedures for the City of Bedford.

This item was approved by consent.

16. Consider a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program with 6Stones Mission Network.

This item was approved by consent.

17. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with William T. and Kathy Saurenmann for the purchase of fee simple property rights in land being all of Lot 7, Block 3, Shady Brook Addition with the physical address being 1105 Shady Oak Court, City of Bedford, Tarrant County Texas.

This item was approved by consent.

18. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with James and Rebecca Moller for the purchase of fee simple property rights in land being all of Lot 6, Block 3, Shady Brook Addition with the physical address being 1101 Shady Oak Court, City of Bedford, Tarrant County Texas.

This item was approved by consent.

19. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with Delvin and Rita Wiles for the purchase of fee simple property rights in land being all of Lot 5, Block 3, Shady Brook Addition with the physical address being 1100 Shady Oak Court, City of Bedford, Tarrant County Texas.

This item was approved by consent..

20. Consider a resolution authorizing the City Manager or their designee to execute an all cash contract of sale with Joilue Stebbins Martial Trust for the purchase of fee simple property rights in land being all of Lot 17R, Block 8, Kelmont Addition with the physical address being 1412 Donna Lane, City of Bedford, Tarrant County Texas.

This item was approved by consent.

21. 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 reported that the Commission is in process of designing a new logo and uniforms that they will be wearing at events. He wanted to let citizens know that with the household hazardous waste vouchers, they have the ability to dispose of such waste at the main facility in Fort Worth, so they do not have to wait for the twice-a-year Crud Cruiser events.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher reported that the Business Retention subcommittee will host a business and network meeting at the Fire Pit Grill on Tuesday, October 4 starting at 7:30 a.m. There is a good slate of speakers and topics. 17 businesses have already RSVP'd for the event.

✓ **Cultural Commission- Councilman Champney**

Councilman Champney reported that the Commission will be meeting tomorrow night at 6:30 p.m. The original meeting was postponed due to the passing away of Chairperson Leighton Railsback. He expressed his condolences to Mr. Railsback's family and friends.

✓ **Library Board- Councilman Brown**

Councilman Brown reported that the Board met last week and as he reported last week, Ralph Chaney has stepped down as chairperson. A number of Board members said that they would not reapply next year, so there will be a number of openings. If any citizens have an interest, they can download an application on the City's website and turn it into the City Secretary's Office.

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

No report was given.

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

No report was given.

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

No report was given.

22. Council member reports

✓ **Councilman Griffin – Information about the public meeting in Colleyville last week regarding the improvements to the Cheek-Sparger and Jackson Road (Central Drive) intersection.**

Councilman Griffin reported on a meeting held on September 15 in Colleyville to solicit the public's input regarding the potential changes to the intersection of Cheek-Sparger and Jackson Road (Central Drive). There were a number of maps and an engineer did a presentation regarding different options for the intersection. The first was to leave it as is, the second was to put in a traffic signal and the third was to install a roundabout. Colleyville was leaning heavily towards the roundabout option. Approximately 15-20 residents attended and a number of questions were raised about the impact and timing of the project. It was explained that it would be a year and a half before the project came to fruition and a good portion of the funds have already been raised. The only potential impact to Bedford would be to the southwest and southeast corners of the intersection and there would be no cost to the City.

23. City Manager report

No report was given.

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

No action was necessary as a result of the Executive Session.

ADJOURNMENT

Mayor Story adjourned the meeting at 8:10 p.m. Council reconvened into the Work Session at the end of the regular meeting.

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER:

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with McClendon Construction Co., Inc. in the amount of \$217,613.95 for the Gold Hawk Lane Paving & Water Improvements.

DISCUSSION:

The Gold Hawk Lane Paving & Water Improvements include the rebuilding of Gold Hawk Lane from Brown Trail to Somerset Terrace, installation of an 8" water line, installation of new sidewalks and replacement of existing sidewalks. A public meeting notice was mailed to 12 property owners and residents in the area. Two people appeared, in favor of the construction, at the public meeting held on Thursday, September 29 at Fire Station #3.

Sidewalks will be built along the south side of Gold Hawk Lane, in front of the apartments, from Brown Trail to Somerset Terrace in order to provide access to Stonegate Elementary. On the north side of Gold Hawk Lane, an existing sidewalk will be replaced adjacent to the church. The existing sidewalk will be demolished during the new street construction. No new sidewalks will be installed adjacent to the residential properties on the north side of the street.

The Probable Opinion of Cost for the rebuild only was \$189,000. This compares to the bid of \$182,613.95 for the rebuild portion only. A Probable Opinion of Cost was not done for the water line. An additional \$35,000 is included to replace the water line.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with McClendon Construction Co., Inc. in the amount of \$217,613.95 for the Gold Hawk Lane Paving & Water Improvements.

FISCAL IMPACT:

Funding in the amount of \$182,613.95 will come from the Street Improvement Economic Development Corporation budget. Funding in the amount of \$35,000 will come from 2010 Water Certificates of Obligation.

ATTACHMENTS:

Resolution
Location Map
Bid Tabulation
Contract Documents

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCCLENDON CONSTRUCTION CO., INC. IN THE AMOUNT OF \$217,613.95 FOR THE GOLD HAWK LANE PAVING & WATER IMPROVEMENTS.

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 authorizes the City Manager to enter into a contract with McClendon Construction Co., Inc. in the amount of \$217,613.95 for the Gold Hawk Lane Paving & Water Improvements.

SECTION 2. Funding in the amount of \$182,613.95 will come from the Street Improvement Economic Development Corporation budget. Funding in the amount of \$35,000 will come from 2010 Water Certificates of Obligation.

PASSED AND APPROVED the 11th day of October 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 REPORT

CLIENT: City of Bedford, Texas
PROJECT DESCRIPTION: Gold Hawk Lane Paving & Water Improvements

BID DATE: Tuesday, September 27, 2011
BID TIME: 10:00 AM

				BIDDERS											
				McClendon Construction Co., Inc.		Estrada Concrete Company, LLC		JLB Contracting, LLC		Reliable Paving, Inc.		Santos Construction, Inc.		Stabile & Wfnn, Inc.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Mobilization / Demobilization	1	LB	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$10,840.00	\$10,840.00	\$18,000.00	\$18,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
2	Unclassified Excavation	1	LB	\$13,950.00	\$13,950.00	\$2,000.00	\$2,000.00	\$15,140.00	\$15,140.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$14,000.00	\$14,000.00
3	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,810.00	\$1,810.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
4	Yard / Parkway Restoration	1	LS	\$9,500.00	\$9,500.00	\$3,500.00	\$3,500.00	\$4,230.00	\$4,230.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
5	Remove Exist. Sidewalk/Handicap Ramp	650	SF	\$0.50	\$325.00	\$1.00	\$650.00	\$0.95	\$617.50	\$2.00	\$1,300.00	\$1.00	\$650.00	\$1.00	\$650.00
6	Sawcut & Remove 4" Reinforced Concrete Sidewalk	982	SF	\$0.50	\$491.00	\$0.50	\$491.00	\$0.95	\$932.90	\$2.00	\$1,964.00	\$1.00	\$982.00	\$1.00	\$982.00
7	Sawcut & Remove 5" Reinforced Concrete Driveway	1,537	SF	\$0.50	\$768.50	\$0.50	\$768.50	\$1.15	\$1,767.55	\$2.00	\$3,074.00	\$1.00	\$1,537.00	\$1.00	\$1,537.00
8	Sawcut & Remove Concrete Curb & Gutter	19	LF	\$1.00	\$19.00	\$5.00	\$95.00	\$9.80	\$186.20	\$4.00	\$76.00	\$4.50	\$85.50	\$1.00	\$19.00
9	Sawcut & Remove 6" Reinforced Concrete Pavement	2,293	SY	\$4.50	\$10,318.50	\$4.50	\$10,318.50	\$3.20	\$7,337.60	\$10.00	\$22,930.00	\$8.00	\$18,344.00	\$5.00	\$11,465.00
10	Construct Mod. Type "2" Curb Ramp (246 SF)	1	EA	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
11	Construct Mod. Type "2" Curb Ramp (511 SF)	1	EA	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
12	Construct 5' Wide 4" Reinforced Concrete Sidewalk	1,347	SF	\$4.50	\$6,061.50	\$3.50	\$4,714.50	\$4.70	\$6,330.90	\$5.00	\$6,735.00	\$4.85	\$6,263.55	\$6.00	\$8,082.00
13	Construct Curb & Gutter	19	LF	\$15.50	\$294.50	\$20.00	\$380.00	\$24.00	\$456.00	\$20.00	\$380.00	\$27.00	\$513.00	\$25.00	\$475.00
14	Construct 5" Reinforced Concrete Driveway	1,582	SF	\$5.00	\$7,910.00	\$4.25	\$6,723.50	\$4.75	\$7,514.50	\$3.50	\$5,537.00	\$5.00	\$7,910.00	\$6.00	\$9,492.00
15	8" Cem-Lime Stabilized Subgrade	2,486	SY	\$2.00	\$4,972.00	\$3.00	\$7,458.00	\$2.20	\$5,471.80	\$2.00	\$4,972.00	\$1.50	\$3,729.00	\$3.00	\$7,458.00
16	Cem-Lime for Stabilization	50	Tons	\$185.00	\$9,250.00	\$150.00	\$7,500.00	\$185.00	\$9,250.00	\$190.00	\$9,500.00	\$170.00	\$8,500.00	\$190.00	\$9,500.00
17	Construct 8" Reinforced Concrete Pavement	2,343	SY	\$33.85	\$78,811.95	\$47.25	\$110,708.75	\$34.25	\$80,247.75	\$34.00	\$79,862.00	\$44.85	\$104,614.95	\$38.31	\$89,780.33
18	Relocate Water Meter to 1.5' Back of Sidewalk	1	EA	\$540.00	\$540.00	\$95.00	\$95.00	\$482.00	\$482.00	\$500.00	\$500.00	\$200.00	\$200.00	\$500.00	\$500.00
19	Adjust Water Valve Box to Grade of New Pavement/Ramp	5	EA	\$150.00	\$750.00	\$110.00	\$550.00	\$182.00	\$910.00	\$150.00	\$750.00	\$50.00	\$250.00	\$100.00	\$500.00
20	Remove 18" Oak Tree	2	EA	\$875.00	\$1,750.00	\$700.00	\$1,400.00	\$428.00	\$856.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$850.00	\$1,700.00
21	TXI Flexbase	2,343	SY	\$7.00	\$16,401.00	\$8.00	\$18,744.00	\$7.25	\$16,986.75	\$7.50	\$17,572.50	\$4.00	\$9,372.00	\$10.00	\$23,430.00
22	Remove 6" Water Line	60	LF	\$7.50	\$450.00	\$4.00	\$240.00	\$5.35	\$321.00	\$6.00	\$360.00	\$6.00	\$360.00	\$5.00	\$300.00
23	Remove Fire Hydrant	1	EA	\$185.00	\$185.00	\$145.00	\$145.00	\$288.00	\$288.00	\$250.00	\$250.00	\$100.00	\$100.00	\$300.00	\$300.00
24	Remove 6" Gate Valve	4	EA	\$145.00	\$580.00	\$150.00	\$600.00	\$321.00	\$1,284.00	\$110.00	\$440.00	\$200.00	\$800.00	\$350.00	\$1,400.00
25	Abandon 6" Water Line	3	EA	\$355.00	\$1,065.00	\$195.00	\$585.00	\$535.00	\$1,605.00	\$300.00	\$900.00	\$300.00	\$900.00	\$550.00	\$1,650.00
26	6"x6" Tapping Sleeve & Valve	1	EA	\$2,200.00	\$2,200.00	\$2,175.00	\$2,175.00	\$2,480.00	\$2,480.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
27	8"x8" Tapping Sleeve & Valve	1	EA	\$2,700.00	\$2,700.00	\$2,680.00	\$2,680.00	\$2,950.00	\$2,950.00	\$2,900.00	\$2,900.00	\$2,800.00	\$2,800.00	\$2,900.00	\$2,900.00
28	6" Gate Valve	1	EA	\$945.00	\$945.00	\$700.00	\$700.00	\$803.00	\$803.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
29	8" Gate Valve	2	EA	\$1,400.00	\$2,800.00	\$985.00	\$1,970.00	\$1,070.00	\$2,140.00	\$1,150.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,100.00	\$2,200.00
30	8" PVC Water Line	663	LF	\$28.00	\$17,758.00	\$23.00	\$15,209.00	\$34.30	\$22,726.90	\$33.00	\$21,939.00	\$40.00	\$26,720.00	\$30.00	\$19,890.00
31	Fire Hydrant	1	EA	\$3,200.00	\$3,200.00	\$2,540.00	\$2,540.00	\$2,680.00	\$2,680.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
32	Ductile Iron Fittings	1	LS	\$3,400.00	\$3,400.00	\$1,805.00	\$1,805.00	\$2,680.00	\$2,680.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$2,700.00	\$2,700.00
33	Replace 1" Short Single Water Service	2	EA	\$875.00	\$1,750.00	\$405.00	\$810.00	\$723.00	\$1,446.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$700.00	\$1,400.00
34	Replace 1" Long Single Water Service	1	EA	\$1,200.00	\$1,200.00	\$625.00	\$625.00	\$910.00	\$910.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$900.00	\$900.00
35	Connect to Existing Water System	1	EA	\$1,500.00	\$1,500.00	\$398.00	\$398.00	\$803.00	\$803.00	\$650.00	\$650.00	\$750.00	\$750.00	\$800.00	\$800.00
36	Sawcut, Remove, & Replace 8"-10" HMC for Transition	161	SF	\$8.00	\$1,296.00	\$5.00	\$805.00	\$22.00	\$3,542.00	\$13.00	\$2,093.00	\$6.45	\$1,048.35	\$8.00	\$1,296.00
TOTAL AMOUNT BASE BID (Gold Hawk Lane)					\$211,741.95		\$220,179.75		\$221,542.35		\$235,784.50		\$235,958.45		\$238,478.33
A-1	Construct Mod. Type "2" Curb Ramp (179 SF)	1	EA	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$927.00	\$927.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00	\$1,100.00	\$1,100.00
A-2	Construct Mod. Type "2" Curb Ramp (154 SF)	1	EA	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$827.00	\$827.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
A-3	Construct 5' Wide 4" Reinforced Concrete Sidewalk	816	SF	\$4.50	\$3,672.00	\$6.00	\$4,896.00	\$4.70	\$3,835.20	\$5.00	\$4,080.00	\$4.85	\$3,784.40	\$6.00	\$4,896.00
TOTAL AMOUNT BID (Alt. A)					\$5,672.00		\$6,696.00		\$5,699.20		\$6,180.00		\$5,194.40		\$6,896.00
TOTAL AMOUNT BID (Base Bid + Alt. A)					\$217,413.95		\$226,875.75		\$227,241.55		\$241,964.50		\$241,152.85		\$245,374.33
Completion Date Bid (Calendar Days)					90		90		90		90		90		90

BID TABULATION REPORT

CLIENT: City of Bedford, Texas
 PROJECT DESCRIPTION: Gold Hawk Lane Paving & Water Improvements

BID DATE: Tuesday, September 27, 2011
 BID TIME: 10:00 AM

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	BIDDERS											
				Ziegler Construction, Inc.		Jet Underground Utilities, Inc.		ZL Construction, LLC		Jeske Construction Co.		Ed A. Wilson, Inc.		UNIT COST	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
1	Mobilization / Demobilization	1	LS	\$18,750.00	\$18,750.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00		
2	Unclassified Excavation	1	LS	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$5,300.00	\$5,300.00	\$15,000.00	\$15,000.00		
3	Traffic Control	1	LS	\$3,190.00	\$3,190.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00		
4	Yard / Parkway Restoration	1	LS	\$2,880.00	\$2,880.00	\$5,000.00	\$5,000.00	\$10,800.00	\$10,800.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00		
5	Remove Exst. Skidwalk/Handicap Ramp	650	SF	\$1.50	\$975.00	\$1.00	\$650.00	\$1.00	\$650.00	\$0.85	\$552.50	\$2.50	\$1,625.00		
6	Sawcut & Remove 4" Reinforced Concrete Sidewalk	982	SF	\$1.50	\$1,473.00	\$1.25	\$1,227.50	\$1.00	\$982.00	\$0.80	\$785.60	\$2.00	\$1,964.00		
7	Sawcut & Remove 5" Reinforced Concrete Driveway	1,527	SF	\$1.50	\$2,305.50	\$1.25	\$1,921.25	\$1.10	\$1,690.70	\$1.00	\$1,537.00	\$1.50	\$2,305.50		
8	Sawcut & Remove Concrete Curb & Gutter	19	LF	\$2.00	\$38.00	\$3.50	\$66.50	\$8.00	\$152.00	\$2.20	\$41.80	\$25.00	\$475.00		
9	Sawcut & Remove 6" Reinforced Concrete Pavement	2,293	SY	\$4.50	\$10,318.50	\$9.50	\$21,783.50	\$8.00	\$18,344.00	\$8.30	\$19,031.90	\$15.00	\$34,395.00		
10	Construct Mod. Type "2" Curb Ramp (248 SF)	1	EA	\$1,230.00	\$1,230.00	\$1,800.00	\$1,800.00	\$1,550.00	\$1,550.00	\$1,750.00	\$1,750.00	\$2,200.00	\$2,200.00		
11	Construct Mod. Type "2" Curb Ramp (511 SF)	1	EA	\$2,555.00	\$2,555.00	\$1,800.00	\$1,800.00	\$2,400.00	\$2,400.00	\$3,100.00	\$3,100.00	\$3,800.00	\$3,800.00		
12	Construct 5' Wide 4" Reinforced Concrete Sidewalk	1,347	SF	\$5.00	\$6,735.00	\$8.00	\$8,082.00	\$5.50	\$7,409.50	\$8.40	\$11,314.80	\$11.00	\$14,817.00		
13	Construct Curb & Gutter	19	LF	\$12.00	\$228.00	\$4.00	\$76.00	\$28.00	\$532.00	\$494.00	\$9,486.00	\$25.00	\$475.00		
14	Construct 5" Reinforced Concrete Driveway	1,582	SF	\$5.00	\$7,910.00	\$3.50	\$5,537.00	\$4.70	\$7,435.40	\$5.00	\$7,910.00	\$8.00	\$12,656.00		
15	8" Cem-Lime Stabilized Subgrade	2,486	SY	\$3.50	\$8,701.00	\$2.50	\$6,215.00	\$7.00	\$17,402.00	\$4.20	\$10,441.20	\$4.25	\$10,565.50		
16	Cem-Lime for Stabilization	50	Tons	\$160.00	\$8,450.00	\$150.00	\$7,500.00	\$185.00	\$9,250.00	\$187.00	\$9,350.00	\$285.00	\$14,250.00		
17	Construct 8" Reinforced Concrete Pavement	2,343	SY	\$42.00	\$98,406.00	\$36.00	\$84,348.00	\$37.00	\$86,661.00	\$43.00	\$100,749.00	\$45.00	\$105,435.00		
18	Relocate Water Meter to 1.5' Back of Sidewalk	1	EA	\$150.00	\$150.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$500.00	\$500.00		
19	Adjust Water Valve Box to Grade of New Pavement/Ramp	5	EA	\$50.00	\$250.00	\$250.00	\$1,250.00	\$280.00	\$1,400.00	\$280.00	\$1,400.00	\$250.00	\$1,250.00		
20	Remove 18" Oak Tree	2	EA	\$250.00	\$500.00	\$750.00	\$1,500.00	\$820.00	\$1,640.00	\$610.00	\$1,220.00	\$600.00	\$1,200.00		
21	TXI Flexbase	2,343	SY	\$8.70	\$20,384.10	\$9.25	\$21,672.75	\$8.00	\$18,744.00	\$7.00	\$16,401.00	\$11.50	\$26,944.50		
22	Remove 6" Water Line	60	LF	\$8.00	\$480.00	\$3.00	\$180.00	\$20.00	\$1,200.00	\$3.00	\$180.00	\$14.00	\$840.00		
23	Remove Fire Hydrant	1	EA	\$150.00	\$150.00	\$700.00	\$700.00	\$875.00	\$875.00	\$260.00	\$260.00	\$400.00	\$400.00		
24	Remove 6" Gate Valve	4	EA	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00	\$140.00	\$560.00	\$300.00	\$1,200.00		
25	Abandon 6" Water Line	3	EA	\$150.00	\$450.00	\$900.00	\$1,800.00	\$300.00	\$900.00	\$160.00	\$480.00	\$1,100.00	\$3,300.00		
26	6"x8" Tapping Sleeve & Valve	1	EA	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$2,100.00	\$2,100.00	\$2,250.00	\$2,250.00	\$4,100.00	\$4,100.00		
27	8"x8" Tapping Sleeve & Valve	1	EA	\$950.00	\$950.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$4,700.00	\$4,700.00		
28	6" Gate Valve	1	EA	\$650.00	\$650.00	\$775.00	\$775.00	\$850.00	\$850.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00		
29	8" Gate Valve	2	EA	\$900.00	\$1,800.00	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$1,450.00	\$2,900.00	\$1,700.00	\$3,400.00		
30	8" PVC Water Line	663	LF	\$42.00	\$28,686.00	\$18.50	\$12,355.50	\$23.00	\$15,709.00	\$52.00	\$35,516.00	\$48.00	\$32,784.00		
31	Fire Hydrant	1	EA	\$1,900.00	\$1,900.00	\$3,100.00	\$3,100.00	\$3,200.00	\$3,200.00	\$2,950.00	\$2,950.00	\$4,100.00	\$4,100.00		
32	Ductile Iron Fittings	1	LS	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00		
33	Replace 1" Short Single Water Service	2	EA	\$550.00	\$1,100.00	\$950.00	\$1,900.00	\$950.00	\$1,900.00	\$550.00	\$1,100.00	\$800.00	\$1,600.00		
34	Replace 1" Long Single Water Service	1	EA	\$900.00	\$900.00	\$1,100.00	\$1,100.00	\$1,550.00	\$1,550.00	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00		
35	Connect to Existing Water System	1	EA	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,250.00	\$1,250.00	\$1,350.00	\$1,350.00	\$2,800.00	\$2,800.00		
36	Sawcut, Remove, & Replace 8"-10" HMA for Transition	161	SF	\$9.00	\$1,449.00	\$15.50	\$2,495.50	\$25.00	\$4,025.00	\$10.20	\$1,642.20	\$3.50	\$563.50		
	TOTAL AMOUNT BASE BID (Gold Hawk Lane)				\$27,734.10		\$240,515.50		\$282,992.80		\$288,764.00		\$335,527.00		
A-1	Construct Mod. Type "2" Curb Ramp (179 SF)	1	EA	\$895.00	\$895.00	\$1,800.00	\$1,800.00	\$1,150.00	\$1,150.00	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00		
A-2	Construct Mod. Type "2" Curb Ramp (154 SF)	1	EA	\$770.00	\$770.00	\$1,800.00	\$1,800.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00		
A-3	Construct 5' Wide 4" Reinforced Concrete Sidewalk	816	SF	\$5.00	\$4,080.00	\$4.75	\$3,878.00	\$3.75	\$3,060.00	\$14.50	\$11,832.00	\$11.00	\$8,978.00		
	TOTAL AMOUNT BID (Alt. A)				\$5,745.00		\$7,476.00		\$5,310.00		\$14,382.00		\$12,778.00		
	TOTAL AMOUNT BID (Base Bid + Alt. A)				\$244,479.10		\$247,991.50		\$287,902.80		\$289,146.00		\$348,303.00		
	Completion Date Bid (Calendar Days)				90		90		90		90		90		

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid Reference Number: 12 - 4B 1

For

**GOLD HAWK LANE
PAVING & WATER IMPROVEMENTS**

City of Bedford



City of Bedford, Texas
1813 Reliance Parkway
Bedford, Texas 76021

September 6, 2011



_____, P.E.
Date: _____

CITY OF BEDFORD

REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for the construction of paving, water, sidewalk and handicap ramp improvements along Gold Hawk Lane from Brown Trail east to Somerset Terrace.

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

Bid Reference Number: 12 - 4B 1

Subject: Gold Hawk Lane

Paving and Water Improvements

Bid Closing Time:

Wednesday, September 21, 2011 at 10:00 A.M.

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

Total Cost: \$217,613.95

McClendon Construction Company, Inc.

Company Name

P.O. Box 996

Address

Burleson, TX 76097

City, State, and Zip Code

817-295-0066

Phone

By: _____
Authorized Agent

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NOTICE TO BIDDERS

Sealed proposals will be received by the City of Bedford, Texas in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX 76021 until **10:00 a.m., Wednesday, September 21, 2011** for the construction services required to complete all or part of the:

Gold Hawk Lane Paving and Water Improvements

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

Copies of the contract documents are on file at the City of Bedford Public Works Department, 1813 Reliance Parkway, Bedford, Texas 76021 and are open for public inspection. The telephone number is (817) 952-2200. Copies of the contract documents can be obtained from the City of Bedford Public Works Department. For additional information, you may contact J. Richard Perkins, P.E., Consultant for the City, at (817) 354-8750.

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

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

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

Advertisement Dates: September 6, 2011 and September 12, 2011

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received at the Public Works Service Center, 1813 Reliance Parkway, Bedford, Texas 76021 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened.

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

2. SIGNATURES

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

3. ALTERING BIDS

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

4. BID WITHDRAWAL OR REJECTION

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

5. LATE BIDS

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

6. IDENTICAL BIDS

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

7. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall

discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

8. **ASSIGNMENT**

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

9. **BID AMBIGUITY**

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

10. **CHANGE ORDERS**

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

11. **MODIFICATIONS AND AMENDMENTS**

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

12. **LIENS**

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

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

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

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

14. **PATENT INDEMNITY**

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

15. **GRATUITIES/BRIBES**

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

16. **RESPONSE FORM TO BE USED**

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

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

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

18. **PAYMENT**

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

19. **REFERENCES**

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

20. **SPECIFICATION CLARIFICATION**

For clarification of these specifications, please contact J. Richard Perkins, P.E., Consultant for the City of Bedford, at (817) 354-8750.

21. **NON-DISCRIMINATION**

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth.

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

22. **ADDENDUM**

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

23. **WARRANTY**

The work performed under this Contract shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of acceptance. If the owner determines that the process has failed during the warranty period, the Contractor will perform and make all repairs at no additional cost to the Owner.

24. **SITE SURVEYING**

The Contractor shall be responsible for all required site surveying to include: lines, grades, centerlines, off-set stakes, etc. necessary to lay out and install the handicap ramps as designed and shown on the plan sheets in these contract documents.

25. **UTILITY LOCATES AND COORDINATION**

The Contractor shall be responsible for securing the services of a utility location firm to provide "locates" for any underground utilities in the areas of the proposed construction. All coordination of such activities shall be the responsibility of the Contractor.

26. **CONTRACT TIME AND LIQUIDATED DAMAGES**

As time is of the essence on this Contract, the Contractor agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the work within **ninety (90)** consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the General Provisions. The Contractor further agrees to pay as liquidated damages, the sum of **\$150.00** for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the General Provisions. It is understood between the parties hereto that the sum of **\$150.00** per day shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

27. **CITIZEN NOTIFICATION**

The Contractor shall be responsible for the preparation and distribution of a City-approved "*Notice of Construction*" letter to all residents who will be directly affected by the proposed street / utility construction activities. The City Project Inspector will designate to the Contractor which houses are to receive the notices. This notice must include contact phone numbers for the Contractor and a brief description of the duration and general type of work to be done.

BONDS, INSURANCE & INDEMNITY

BONDS

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

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

INSURANCE

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

INDEMNITY

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

VENDOR COMPLIANCE WITH STATE LAW

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

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

Item A: ALL BIDDERS

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

YES _____ NO _____

Item B: NON-RESIDENT BIDDERS

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

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

AFFIDAVIT AGAINST PROHIBITED ACTS

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

Signature

Date

Attest (if Contractor is a Corporation)

Date

GENERAL PROVISIONS

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

There is one section of Part I of the NCTCOG Standard Specifications that is superseded by these contract documents. The reference to testing responsibilities in the NCTCOG Spec's. is replaced with the following:

The cost of all testing required for this project shall be the responsibility of the Contractor. He shall coordinate all testing with the City Inspector. The cost of any retests required as a result of failing tests shall also be borne by the Contractor. (See Construction Non-Pay Items on page 17 of these contract documents).

MATERIAL, APPLICATION, AND CONSTRUCTION SPECIFICATIONS

The concrete for the construction of sidewalk and handicap ramps on this project shall be supplied and installed in accordance with the applicable portions of the City of Bedford Standard Specifications and the Standard Specifications for Public Works Construction – North Central Texas, (current edition), as published by the North Central Texas Council of Governments (NCTCOG), which are specifically incorporated herein and made a part of this agreement the same as if written herein.

Construction Pay Items:

As listed in the Bid Proposal, construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs noted for each pay item below.

Gold Hawk Lane Paving and Water Improvements:

Pay Item No. 1: Mobilization / Demobilization:

This item is established for the purpose of allowing the Contractor a bid item for the purpose of mobilizing his materials and equipment for the construction of the project. Upon commencement of actual construction, the Contractor will be eligible for payment of 60% of the amount bid for this pay item. Upon completion of the project and removal of all equipment and excess materials on the job site and final clean-up of the job site, the Contractor will be eligible for the payment of the remaining 40% of the amount bid for this pay item.

Measurement and payment for this pay item shall be made on the basis of the lump sum bid for full mobilization and demobilization of the project site.

Pay Item No. 2: Unclassified Excavation:

This item includes the removal of additional subgrade material under the proposed paving, ramps, and sidewalks in order to get the paving, ramp, and sidewalk surfaces to the final grades noted on the plans. This effort may involve the shifting of some material from higher elevations to lower elevations depending upon the current grade of the paving, ramps, and sidewalks. This effort may also include the need to bring in borrow material (cushion sand) and/or to haul off excess subgrade material.

Measurement and payment for this item shall be made on the basis of the lump sum bid, and this bid shall include all removal, redistribution of existing material, and all borrow material required to place the paving, ramps, and sidewalks at the proper grades. This lump sum price shall also include all labor, materials, equipment, and incidentals required to complete the excavation work.

Pay Item No. 3: Traffic Control:

This item is for the installation and continual maintenance of traffic control devices during the construction of the project. A traffic control plan shall be submitted by the Contractor for approval by the City. The plan shall be prepared in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices, (TMUTCD).

The control and positive flow of traffic along Gold Hawk Lane and its bordering/intersecting streets, during the construction operations is very critical, especially due to the school traffic in the area of the Stonegate Elementary School.

Measurement and payment for this item shall be made on the basis of the lump sum price bid for the preparation, installation, and maintenance of the traffic control plan.

Pay Item No. 4: Yard / Parkway Restoration:

This item governs the restoration of all areas inside and outside the parkways of the project limits to a condition equal to or better than that which existed prior to the construction. The Contractor is urged to videotape the entire project area prior to construction to help mitigate any disputes that may arise regarding yard / parkway restoration.

The Contractor shall exercise extreme care in the disruption of parkways and areas of private property so as to minimize the construction activity in these areas. The Contractor will be responsible for the restoration of all disrupted areas to include irrigation lines, sprinkler heads, and valves. Sod replacement shall be of the same species of grass that existed prior to commencement of the construction operations.

Parkway and yard restoration shall be completed as soon as possible upon completion of the paving, water, sidewalk, and handicap ramp improvements. The Contractor shall be responsible for maintaining the parkways until final acceptance and for installing all removed improvements and structures prior to completing this item, as required, to meet City and adjacent property owner approval.

Measurement and payment for this item shall be made on the basis of the lump sum price bid, which shall be full compensation for all work, materials, and incidentals necessary to return the disturbed yards and parkways to the pre-existing conditions, except as provided for under applicable pay items.

Pay Item Nos. 5, 6, 7, 8, & 9: Remove Existing Sidewalk, Handicap Ramp, Concrete Driveways, Curb & Gutter, and Concrete Pavement:

These items include the sawcut and removal of the existing handicap ramps and related sidewalk, driveway, curb & gutter, and concrete pavement at the locations noted on the plans. Any construction joints at the ends of the removal areas shall be neatly sawcut along the joint line prior to removing the concrete sidewalk, curb & gutter, ramp, driveway, and concrete pavement. It is estimated that the sidewalk/ramp thicknesses are generally 4", the driveway thicknesses are generally 5", and the concrete pavement thicknesses are generally 6".

Expansion joints shall be provided at this sawcut line for all concrete pavement, curb & gutter, driveways, sidewalks, and ramps. If pavement, driveway, curb & gutter, sidewalk, and ramp removal limits are at an existing expansion joint, new expansion joint material shall be installed and the old material removed.

The concrete pavement, driveways, curb & gutter, sidewalks, and ramps shall be removed and disposed of by the Contractor at a location approved by the City Inspector.

Measurement and payment for these items shall be made on the basis of the price bid per square foot for the sidewalk, ramp, and driveway removal, per linear foot for the curb & gutter, and per square yard for the concrete pavement removal, and this price shall include all labor, materials, tools, equipment, and incidentals necessary to sawcut, remove, and properly dispose of the concrete pavement, curb & gutter, driveway, sidewalk, and ramp materials at a location approved by the City Inspector.

Pay Item Nos. 10, 11, A-1, & A-2: Construct 4" Reinforced Concrete Ramps/Sidewalk:

These items include the construction of ADA compliant wheelchair ramps (Modified Type "2") and related adjacent sidewalk approaches at two (2) locations (Base Bid) along Gold Hawk Lane from Brown Trail east to Ravenswood Dr. N., and at two (2) locations (Add Alternate "A" Bid) at the northeast intersection of Gold Hawk Lane and Ravenswood Dr. N. and at the northwest intersection of Gold Hawk Lane and Somerset Terrace. The Contractor shall utilize the most recent ADA specifications/guidelines for the construction of the ramps, and the truncated dome style of tactile surface is to be constructed in each ramp the full width of the ramp (5') and 2' deep.

The tactile surface shall be Armor-Tile as manufactured by Engineered Plastics, Inc. or an approved equal. The tactile surface shall be Federal terra cotta red in color. The tactile surface shall be cast-in-place style rather than the surface-applied style.

Concrete for the wheelchair ramps and related sidewalk approaches shall be 4" thick Class "A" with a minimum compressive strength of 3,000 psi when tested at 28 days. No fly ash substitution will be permitted. Reinforcing steel for the concrete ramps and sidewalk shall be #3 bars spaced at 18" centers both ways. No wire mesh reinforcing will be permitted for the ramp/sidewalk construction. Construction joints and expansion joints for the concrete ramps and sidewalk shall be in accordance with the TxDOT specifications and details contained herein (TxDOT PED-05 sheets 1-4), current ADA specifications, and the applicable portions of the NCTCOG specifications (current edition).

Measurement and payment for these items shall be made on the basis of the unit price bid per each wheelchair ramp and related sidewalk and retaining walls installed complete in place, and the price bid for these items shall include all labor, materials, equipment, and incidentals required to construct the wheelchair ramps and related sidewalk and retaining walls per all related specification requirements as noted above. **No separate pay will be allowed for the required curbs needed to construct the ramps to meet the TxDOT PED-05 specifications, and the measurement and payment limits of adjacent sidewalk construction are based on the limits set forth in the note related to each ramp/sidewalk.**

Pay Item Nos. 12 & A-3: Construct 5' Wide 4" Reinforced Concrete Sidewalk (Incl. Req'd Retaining Walls):

These items include the construction of 4" thick reinforced concrete sidewalk along the north side and a portion of the south side of Gold Hawk Lane from Brown Trail east to Ravenswood Dr. N. The portion of sidewalk on the north side of Gold Hawk Lane between Ravenswood Dr. N. and Somerset Terrace is to be bid as an add alternate. The City will determine whether this sidewalk will be built after receipt and analysis of the bids. The Contractor shall utilize the City of Bedford standard specifications for the construction of the sidewalk at the locations shown on the construction plans.

Concrete for the sidewalk shall be 4" thick Class "A" with a minimum compressive strength of 3,000 psi when tested at 28 days. No fly ash substitution will be permitted. Reinforcing steel for the concrete sidewalk shall be #3 bars spaced at 18" centers both ways. No wire mesh reinforcing will be permitted for the sidewalk construction. Construction joints and expansion joints for the concrete sidewalk shall be in accordance with the City of Bedford specifications and details contained in the City's standard details which are available from Patrick Martin or Patrice Kleypas at the Bedford Service Center at 1813 Reliance Parkway.

In locations in which a varying height concrete retaining wall is required to match the adjacent yard grade, the Contractor shall utilize the NCTCOG detail no. 2180 which is found at the end of these contract documents.

Measurement and payment for this item shall be made on the basis of the unit price bid per square foot (plan area) installed complete in place, and the price bid for this item shall include all labor, materials, equipment, and incidentals required to construct the sidewalk and related retaining walls per all related specification requirements as noted above. **No separate pay will be allowed for the required retaining walls needed to construct the sidewalks.**

Pay Item No. 13: Construct Curb & Gutter:

This item governs the construction of reinforced concrete curb & gutter at the locations noted on the plans.

Concrete for the curb and gutter shall be Class "A" with a minimum compressive strength of 3,600 psi when tested at 28 days. No fly ash substitution will be permitted. Reinforcing steel for the curb & gutter shall be in accordance with City of Bedford details referenced herein. No wire mesh reinforcing will be permitted for the curb & gutter construction. Construction joints and expansion joints for the concrete curb & gutter shall be in accordance with the City of Bedford details referenced herein and the applicable portions of the NCTCOG specifications (current edition).

Measurement and payment for this item shall be made on the basis of the unit price bid per linear foot of curb & gutter installed complete in place, and the price bid for this item shall include all labor, materials, equipment, and incidentals required to construct the curb & gutter, complete in place.

Pay Item No. 14: Construct 5" Reinforced Concrete Driveway:

This item governs the construction of reinforced concrete driveways at the locations noted on the plans.

Concrete for the driveways shall be 5" thick Class "A" with a minimum compressive strength of 3,600 psi when tested at 28 days. No fly ash substitution will be permitted. Reinforcing steel for the driveways shall be #4 bars spaced at 18" centers both ways. No wire mesh reinforcing will be permitted for the driveway construction. Construction joints and expansion joints for the concrete driveways shall be in accordance with the City of Bedford details referenced herein and the applicable portions of the NCTCOG specifications (current edition).

The Contractor shall be responsible for contacting the affected property owners regarding the time needed to remove and reconstruct the individual driveways.

Measurement and payment for this item shall be made on the basis of the unit price bid per square foot of driveway installed complete in place, and the price bid for this item shall include all labor, materials, equipment, and incidentals required to construct the driveways, complete in place.

Pay Items 15 & 16: 8" TXI Cem-Lime Stabilized Subgrade and TXI Hydrated Cem-Lime for Stabilization:

These items govern the stabilization of the street subgrade in the areas of proposed concrete pavement and curb removal. After the street has been brought to the proper plan grade, the Contractor shall stabilize the subgrade to a depth of 8" with TXI hydrated cem-lime at the rate of 40 pounds per square yard. Stabilization shall be done in accordance with the applicable sections of the NCTCOG specifications. The Contractor shall stabilize the subgrade a distance of 1-foot behind the back of the proposed curb along the length of the roadway improvements.

Measurement and payment for the 8" thick subgrade stabilization shall be made on the basis of the price bid per square yard for the subgrade stabilization, complete in place.

Measurement and payment for the TXI cem-lime slurry for stabilization shall be made on the basis of the price bid per ton, complete in place. Delivery tickets for the TXI cem-lime brought to the site shall be provided to the City Inspector on the project.

Pay Item 17: 8" Reinforced Concrete Pavement and Integral 6" Reinforced Concrete Curb:

This item is for the furnishing and installation of reinforced concrete pavement and related curb to replace the existing concrete pavement and curb section that is to be removed. Concrete for the curb and pavement reconstruction shall be 6" high (curb) and 8" thick (pavement) Class "A" with a minimum compressive strength of 3,600 psi when tested at 28 days. No fly ash substitution will be permitted. Reinforcing steel for the concrete shall be #4 bars spaced at 18" centers both ways. Reinforcing steel for the curb section shall be in accordance with City of Bedford standard details. Construction joints and expansion joints for the concrete shall be in accordance with the City of Bedford specifications and details and the applicable portions of the NCTCOG specifications

(current edition).

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard (plan area including the 6" high concrete curb) for the 8" concrete pavement installed, complete in place, including all concrete material, reinforcing steel, concrete testing, labor, equipment, and materials required to construct the concrete curb and pavement to the grades shown on the construction plans.

Pay Item No. 18: Relocate Water Meter to 1.5' Back of New Sidewalk:

This item governs the relocation of the water meter near the west end of Gold Hawk on the north side of the street to 1.5' back of the new sidewalk.

Measurement and payment for this item shall be made on the basis of the price bid per each. Should the City Inspector deem that the meter box is in disrepair, the City shall provide the Contractor with a new meter box to be installed by the Contractor at no separate pay.

Pay Item No. 19: Adjust Water Valve Box to Grade of New Pavement/Ramp:

This item includes the adjustment of existing water valve boxes to the proposed concrete pavement and handicap ramp grades. The Contractor shall exercise care in the protection of these facilities during the construction so as not to cause damage to the new valves and covers. Any damage caused by the Contractor to these items shall be repaired at the Contractor's cost with no separate pay. The valve box adjustment in Add Alternate "A" is included in the quantity in this pay item.

Measurement and payment for this item shall be made on the basis of the unit price bid per each for the box and cover adjusted to final concrete pavement/ramp grade, complete in place.

Pay Item No. 20: Remove 18" Oak Tree:

This item includes the removal of two (2) of the three (3) 18" diameter oak trees on the north side of Gold Hawk Lane that are in conflict with the new 5' wide sidewalk in this area. The Contractor shall remove the root of the trees to a minimum depth of 18" below the proposed sidewalk grade and dispose of the trees at a location approved by the City Inspector.

Measurement and payment for this item shall be made on the basis of the unit price bid per each for the removal and disposal of each tree.

Pay Item No. 21: TXI Flexbase Type A, Grade 1:

This item includes the furnishing and installation of TXI flexbase Type A, Grade 1 between the TXI cem-lime stabilized subgrade and the concrete pavement section. Clean #57 aggregate crushed stone can be substituted for the flexbase material.

Measurement and payment for this item shall be made on the basis of the unit price bid per square yard for the material installed and compacted in place to a minimum 95% standard Proctor density. Payment shall also include all additional excavation required to place the flexbase material.

Pay Item No. 22: Remove 6" Water Line:

This item includes the removal of the 6" water line that crosses Gold Hawk at the intersection of Ravenswood Dr. N. so that the new 8" water line can be installed in that same location (trench).

The Contractor shall be responsible for disposing of the removed water line at a location approved by the City Inspector.

Measurement and payment for this item shall be made on the basis of the unit price bid per lineal foot for the removal and disposal of the water line.

Pay Item No. 23: Remove Fire Hydrant:

This item includes the removal of the fire hydrant at the northeast corner of Gold Hawk and Ravenswood Dr. N. The fire hydrant will be removed and returned to the City storage facility, and the pipe or nipple connecting the fire hydrant to the water line shall also be removed.

Measurement and payment for this item shall be made on the basis of the price bid per each and shall include the removal of the fire hydrant and pipe or nipple and return of the fire hydrant to the City storage facility.

Pay Item No. 24: Remove 6" Gate Valve:

This item governs the removal of 6" gate valves at the locations specified on the plans. Valves shall be disposed of at a location approved by the City Inspector.

Measurement and payment of this item shall be made on the basis of the unit price bid per each.

Pay Item No. 25: Abandon 6" Water Line:

This item includes the abandonment of the existing 6" water lines in Gold Hawk Lane between Brown Trail and Somerset Terrace. The Contractor will be responsible for disconnecting the lines from the existing system and plugging the ends of the lines with concrete (3-foot minimum into the ends of the pipes) and plugging them.

Measurement and payment for this item shall be based on the price bid per each for each location of pipe being abandoned. The price bid for this item shall include the excavation to the pipe ends, plugging with concrete and a mechanical joint ductile iron plug, backfilling the area, and restoring the pavement and/or yard area to a condition equal to or better than that which existed prior to the abandonment operations.

Pay Item Nos. 26-29: 6" & 8" Gate Valves & 8"X8" & 6"x6" Tapping Sleeves and Valves:

These items govern the furnishing and installation of various sizes of gate valves and tapping sleeves and valves at the locations shown on the plans. These items shall be furnished and installed in accordance with the applicable provisions of the NCTCOG Standard Specifications and the City of Bedford Standard Detail sheet W-11.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all materials, labor, equipment, tools, and incidentals required to install these valves complete in place.

Pay Item No. 30: 8" PVC Water Line:

This item governs the furnishing and installation of 8" PVC (DR-18) water line. PVC water pipe shall be furnished and installed in accordance with all applicable provisions of the NCTCOG Standard Specifications for Public Works Construction, (Fourth Edition) and all related City of Bedford Standard Details (attached herein).

Measurement and payment for this item shall be made on the basis of the price bid per lineal foot and shall include all trenching, excavation, backfill and placement of the water pipe including all labor, equipment, materials, tools, and incidentals required to install the water pipe complete in place.

Pay Item No. 31: Fire Hydrant:

This item includes the furnishing and installation of a fire hydrant at the northeast intersection of Gold Hawk and Ravenswood Dr. N. The fire hydrant is to be furnished and installed in accordance with the City of Bedford Standard Detail sheets W-12 and W-14.

Measurement and payment for this item shall be made on the basis of the price bid per each and shall include all materials, labor, equipment, tools, and incidentals required to install the fire hydrant complete in place. A separate pay item has been established for the gate valve and tee at the main for the installation of the fire hydrant. However, the price bid for the fire hydrant installation shall also include the short 6" nipple or lead line between the main (tee) and the fire hydrant.

Pay Item No. 32: Ductile Iron Fittings:

This item governs the furnishing and installation of mechanical joint ductile iron fittings at the locations shown on the plans. Fittings shall be furnished and installed in accordance with the applicable portions of the NCTCOG Standard Specifications.

No additional fittings other than the ones called out in the plans are anticipated; therefore, measurement and payment for this item shall be made on the basis of the price bid per lump sum and shall include all materials (including all accessories), labor, equipment, tools, and incidentals required to install these fittings complete in place.

Pay Item Nos. 33 & 34: Water Services:

Long and short 1" water services are to be installed on this project at the locations noted on the plans. Pay Items 33-34 are for water services that are to be removed and replaced on the 6" water line in Gold Hawk Lane. All water services are to be installed in accordance with the City of Bedford Standard Detail sheets W-4 through W-7.

“Short” services are those water service lines that are located on the side of the street closest to the proposed water line, and “Long” services are those water service lines that are located on the opposite side of the street from the proposed water line. “Double” water services are those services which include a single 1” service line from the main to a U-branch as detailed on City of Bedford Standard Detail sheet W-4 (attached herein).

The Contractor will be required to install the new services in new meter boxes furnished by the City. The City will also furnish new meters for each meter box for installation by the Contractor.

Measurement and payment for these items shall be made on the basis of the price bid per each and shall include all materials, labor, equipment, tools, and incidentals required to install these water services complete in place.

Pay Item No. 35: Connect to Existing Water System:

This item includes the connection of new water pipe to an existing water line without a tapping sleeve and valve. The work involved in this connection is the locating of the valves required to shut down the water system at the location of the connection and tying the new water line to the existing line by means of a sleeve.

Measurement and payment for this item shall be made on the basis of the unit price bid per each for the connection complete in place.

Pay Item No. 36: Sawcut, Remove, & Replace 8"-10" HMAc for Transition:

This item includes the sawcut, removal, and replacement of HMAc pavement at the intersection of Gold Hawk and Brown Trail. The pavement in this location is estimated to be 8"-10" in thickness. The HMAc transition shall be furnished and installed in accordance with City of Bedford standards and specifications for asphalt transitions.

Measurement and payment for this item shall be made on the basis of the unit price bid per square foot for the removal and disposition of the existing asphalt pavement and for the placement of new HMAc against the concrete header at the west end of Gold Hawk which is included in the price bid for the concrete pavement construction on Gold Hawk.

CONSTRUCTION NON-PAY ITEMS:

Non-Pay Item: Construction Materials Testing:

The Contractor will be responsible for hiring an approved testing laboratory to perform all construction materials testing for the project, including concrete compression tests, concrete slump and mix design, and all other testing required by the City or the Technical Specifications. Construction materials testing shall be included in the price bid for the respective pay items.

Non-Pay Item: Sawcuts:

All sawcutting required for the construction and/or removal of concrete sidewalks, curb and gutter, driveways, concrete pavement, and handicap ramps shall be included in the price bid for the respective pay items.

Non-Pay Item: Remove and Replace Traffic Signs:

This item includes the removal and replacement of all traffic signs that are in conflict with the proposed construction of the handicap ramps and adjacent sidewalk. The Contractor shall exercise care in removal of the signs so that they may be re-installed at the locations designated by the City Inspector after completion of the handicap ramp and adjacent sidewalk construction. All traffic signs shall have any remaining concrete removed from the metal posts and then re-set in concrete when replaced. Should the Contractor damage any of the signs and/or posts during the removal or storage of the signs/posts during the construction efforts, he shall be responsible for the cost of replacing the signs and/or posts at no separate pay.

Non-Pay Item: Construction Survey / Layout:

The Engineer has provided on the plans, horizontal control in the form of coordinate reference points and/or bearings and distances and vertical control in the form of benchmarks. From the controls provided on the plans, the Contractor shall be responsible for the complete layout of the work and for establishing lines and elevations as needed during construction. The Contractor shall furnish at his own expense labor, including the services of competent personnel, equipment, including accurate surveying instruments, stakes, templates, platforms, tools, and materials as may be required for laying out any and all parts of the work. All work associated with construction layout shall be subsidiary to the various construction pay items in the Contract.

-END OF MATERIAL, APPLICATION, AND CONSTRUCTION SPECIFICATIONS-

BID PROPOSAL (BASE BID)

**GOLD HAWK LANE PAVING & WATER IMPROVEMENTS
(Brown Trail East to Somerset Terrace)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
1	1	Mobilization / Demobilization, for the sum of: _____ Dollars and _____ Cents Per L.S. (Lump Sum)		\$ _____ \$ _____
2	1	Unclassified Excavation, for the sum of: _____ Dollars and _____ Cents Per L.S. (Lump Sum)		\$ _____ \$ _____
3	1	Traffic Control, for the sum of: _____ Dollars and _____ Cents Per L.S. (Lump Sum)		\$ _____ \$ _____
4	1	Yard / Parkway Restoration, for the sum of: _____ Dollars and _____ Cents Per L.S. (Lump Sum)		\$ _____ \$ _____
5	650	Remove Exist. Sidewalk/Handicap Ramp, for the sum of: _____ Dollars and _____ Cents Per S.F. (Square Foot)		\$ _____ \$ _____

**GOLD HAWK LANE PAVING AND WATER IMPROVEMENTS
(Brown Trail East to Somerset Terrace)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
27	1	8"x8" Tapping Sleeve & Valve, for the sum of _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
28	1	6" Gate Valve, for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
29	2	8" Gate Valve, for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
30	683	8" PVC Water Line, for the sum of: _____ Dollars and _____ Cents Per L.F. (Lineal Foot)	\$ _____	\$ _____
31	1	Fire Hydrant, for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
32	1	Ductile Iron Fittings, for the sum of: _____ Dollars and _____ Cents Per L.S. (Lump Sum)	\$ _____	\$ _____

**GOLD HAWK LANE PAVING AND WATER IMPROVEMENTS
(Brown Trail East to Somerset Terrace)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
33	2	Replace 1" Short Single Water Service, for the sum of _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
34	1	Replace 1" Long Single Water Service, for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
35	1	Connect to Exist. Water System, for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____
36	161	Sawcut, Remove, & Replace 8"-10" HMAC for Transition, for the sum of: _____ Dollars and _____ Cents Per S.F. (Square Foot)	\$ _____	\$ _____

**TOTAL AMOUNT BASE BID \$ _____
(GOLD HAWK LANE)**

BID PROPOSAL (ADD ALTERNATE "A")

**GOLD HAWK LANE PAVING & WATER IMPROVEMENTS
(Brown Trail East to Somerset Terrace)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
A-1	1	Construct Modified Type "2" Curb Ramp (Incl. Ret. Walls) (179 S.F.) @ N.E. Corner of Gold Hawk Lane & Ravenswood Dr. N., for the sum of: _____ Dollars and _____ Cents Per Ea. (Each)	\$ _____	\$ _____

A-2	1	Construct Modified Type "2" Curb Ramp (Incl. Ret. Walls) (154 S.F.) @ N.W. Corner of Gold Hawk Lane & Somerset Terrace, for the sum of: _____ Dollars and _____ Cents Per Ea.. (Each)	\$ _____	\$ _____
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A-3	816	Construct 5' Wide 4" Reinf. Conc. Sidewalk, (Incl. req'd retaining walls), for the sum of: _____ Dollars and _____ Cents Per S.F. (Square Foot)	\$ _____	\$ _____
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**TOTAL AMOUNT BID ADD ALT. "A" \$ _____
(GOLD HAWK LANE)**

**TOTAL AMOUNT BASE BID + ADD ALT. "A" \$ _____
(GOLD HAWK LANE)**

All bidders must carefully read and fully understand the following to correctly bid on this Contract. Any questions and/or assumptions regarding the project during the bidding process are to be directed to J. Richard Perkins, P.E., Consultant for the City of Bedford @ (817) 354-8750.

The “quantities” shown in the schedule above are plan estimates of the units of work that may be required to complete the entire project that is provided in this Contract. The City reserves the right to add or remove construction elements (items) from this Contract in order to achieve budgetary constraints. Bidder will be paid on a monthly basis, based on units completed during the previous month.

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

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

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__11__ by and between the City of Bedford (hereinafter called OWNER) and _____ of the City of _____, County of _____, State of _____ (hereinafter called CONTRACTOR).

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

Article 1. PROJECT SCOPE

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

Gold Hawk Lane Paving & Water Improvements

Article 2. CONTRACT TIME.

The Work will be completed in **ninety (90)** calendar days, and ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. CONTRACT PRICE.

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

Article 4. PAYMENT PROCEDURES.

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

Article 5. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

Article 6. MISCELLANEOUS.

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

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

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

6.4. SUBCONTRACTING:

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

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

3. Nothing contained in this Contract shall create any contractual relation between

any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

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

Article 8. CONTRACT DOCUMENTS.

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

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

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

Article 9. INDEMNIFICATION.

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

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

on the _____ day of _____, 20 11.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

CONTRACTOR:

Name: _____

Address: _____

City: _____

State & Zip: _____

By: _____

By: _____

Beverly Queen Griffith, City Manager
Print Name

Print Name

Telephone Number

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

Approved as to Form and Legality this _____ day of _____, 20 11.

OWNER's Attorney

CONTRACTOR'S Seal (if incorporated)

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

PAYMENT BOND

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

KNOW ALL MEN BY THESE PRESENTS:

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

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, 2011, for:

GOLD HAWK LANE PAVING & WATER IMPROVEMENTS

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

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

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS: That _____ as principal (the CONTRACTOR) and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Bedford, a municipal corporation, the sum of:

(One hundred (100%) percent of final contract price)

(\$ _____) for the payment of which sum well and truly to be made unto said City of Bedford and its successors, said Principal and Surety do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is conditioned, however, that, whereas said CONTRACTOR has this day entered into a written contract with said City of Bedford to build and construct the following project:

**GOLD HAWK LANE
PAVING & WATER IMPROVEMENTS**

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

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2) years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the ENGINEER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth

above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the Contract Documents. In case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

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

IN WITNESS WHEREOF, _____
(CONTRACTOR) has caused by these presents to be executed by _____
_____ (CONTRACTOR'S Principal) and the said Surety,
_____, has caused these presents to be executed
by its Attorney-In-Fact who has hereto set his/her hand this ____ day of _____
_____, 2011.

Contractor
By: _____
Title: _____
Address: _____

Surety
By: _____
Title: _____
Address: _____

Attest:

Name and Title

Company or Employer

Attest:

Name and Title

Company or Employer

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

Firm Name

Address

City, State, Zip

Telephone

NOTES:

1. Power of Attorney must be attached.
2. Amount and Term of Maintenance Bond shall be as stated in the "Special Conditions".
3. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the City.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

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

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

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

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

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

(c) comprehensive automobile and truck liability insurance, covering owned,

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

OWNER'S PROTECTIVE LIABILITY INSURANCE

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

"UMBRELLA" LIABILITY INSURANCE

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

POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

- (a) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
 - (1) each policy shall name the OWNER as an additional insured as to all applicable coverage;
 - (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to OWNER is required.
 - (3) the term "OWNER" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;

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

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

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

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

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

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

(c) CONTRACTOR agrees to the following:

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

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

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

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

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



Council Agenda Background

PRESENTER:

Roger Gibson, Police Chief

ITEM:

Consider a resolution authorizing the City Manager to enter into a six-year lease agreement with Government Capital Corporation for the procurement of an upgrade to the current New World Systems software in the amount of \$339,011.17.

DISCUSSION:

The Police Department has been a customer of New World Systems since 1993. New World Systems provides software and maintenance for the Records Management System (RMS), Computer Aided Dispatch (CAD) and field reporting systems.

On September 27, 2011, City Council authorized the City Manager to enter into a seven year contract with New World Systems to provide an upgrade to the Microsoft platform for the Records Management System, Computer Aided Dispatch and field reporting systems.

Current New World software operates in an AS/400 "green screen" platform, which is outdated and will eventually become obsolete. This platform is very limited in its capabilities and is not user friendly. Data has been inputted for almost 18 years; however, extracting the data is time consuming or unattainable.

Though New World Systems has offered a Microsoft platform for several years, the Police Department has been unable to even consider the upgrade due to cost.

In early 2011, the Police Department was approached by New World Systems regarding a 'hybrid' pricing/lease agreement that would make the upgrade to a Microsoft platform less cost prohibitive. This hybrid plan included a drastic reduction to the City's software and maintenance agreement (SSMA) to \$41,500 annually for seven years, a seven-year lease purchase agreement with a third party vendor in the amount of \$339,011.17 (which equates to \$64,638.83 annually), a one-time payment of \$86,350 (the remaining balance of the one-time payment of \$490,000), and travel in the amount of \$37,500 for training of Department personnel.

Government Capital Corporation (GCC), a public sector financing company, provided the City with a 3.985% lease interest rate. The first payment of \$64,638.83 was not added to the lease to simplify the lease process (eliminates the City paying GCC and then GCC turning around and cutting the City a check for the same amount within the same week). The remaining six payments will be due to GCC at the first of each fiscal year in the amount of \$64,638.83, beginning in October 2012.

The City Attorney has reviewed and approved the contract.

A full breakdown of the costs associated with the upgrade and SSMA are as follows:

Fiscal Year	One-Time Payment ¹	New World Sys Travel Costs ¹	New World Sys SSMA	Lease Payment	Total Payment
2011/12	\$86,350	\$37,500	\$41,500	\$64,638.83	\$229,988.83
2012/13	0	0	\$41,500	\$64,638.83	\$106,138.83
2013/14	0	0	\$41,500	\$64,638.83	\$106,138.83
2014/15	0	0	\$41,500	\$64,638.83	\$106,138.83
2015/16	0	0	\$41,500	\$64,638.83	\$106,138.83
2016/17	0	0	\$41,500	\$64,638.83	\$106,138.83

2017/18	0	0	\$41,500	\$64,638.83	\$106,138.83
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*One time payment includes an \$86,350 upfront costs after October 1, 2011 and \$37,500 in travel for the onsite training of Department personnel by New World staff

The City will receive the entire six year lease amount to place into an interest bearing account for dispersing payments to New World Systems each year.

This 'hybrid' pricing structure allows the City to receive the necessary upgrade with an annual price that would be locked in for seven years at approximately the same cost as our current annual AS/400 SSMA (this annual payment is typically paid for out of the Information Services budget).

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a six-year lease agreement with Government Capital Corporation for the procurement of an upgrade to the current New World Systems software in the amount of \$339,011.17.

FISCAL IMPACT:

The fiscal impact for FY 2011/12 would be \$64,638.83, to be paid out of the General Fund.

ATTACHMENTS:

Resolution
Government Capital Public Property Lease Agreement

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIX-YEAR LEASE AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION FOR THE PROCUREMENT OF AN UPGRADE TO THE CURRENT NEW WORLD SYSTEMS SOFTWARE IN THE AMOUNT OF \$339,011.17.

WHEREAS, the City Council of Bedford, Texas deems it to be in the best interest of the Police Department and the citizens of Bedford to upgrade the current records management and computer aided dispatching technology from an AS/400 environment to a Microsoft platform; and,

WHEREAS, the City Council of Bedford, Texas deems it in the best interest of the City to purchase the system upgrade through a lease agreement with Government Capital.

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

SECTION 1. That the City Council of Bedford, Texas desires to enter into Finance Contract No. 5815 with Government Capital Corporation for the purpose of financing an upgrade to the New World Systems. The upgrade is a qualified tax exempt obligation as cited in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 2. That the City Manager is hereby authorized to enter into a six-year lease agreement with Government Capital Corporation for the procurement of an upgrade to the current New World Systems software in the amount of \$339,011.17.

PASSED AND APPROVED this 11th day of October 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

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.5815** (hereafter referred to as the "Finance Contract") is dated as of **October 11, 2011**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Bedford**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from New World Systems that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Maintenance Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Maintenance Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's maintenance and operations taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its maintenance and operations tax as security for this obligation.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's students and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, the and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC 's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2011 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "*private activity bond*" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "*arbitrage bond*" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "*federally guaranteed*" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "*gross proceeds*" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____day of _____ in the year 2011.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Bedford

Beverly Griffith, City Manager
2000 Forest Ridge Bldg A
Bedford, TX 76021

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

DESCRIPTION OF PROPERTY

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 5815 (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation *and the Issuer*, City of Bedford

Dated as of October 11, 2011

QTY	DESCRIPTION
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Personal Property	Property Cost: \$ 366,150.00	Payback Period: Six (6) Annual Payments
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HARDWARE

Host Server (Application/DB/MMS/Test/Justice)

IBM System x3650 M2 2U Rack Server

- (2) Intel Xeon Quad Core 2.66GHz X5550 Processors

- 16 GB System Memory

- (8) 300GB 10K-rpm HS SAS Hard Drives (RAID 1, RAID6)

- (4) GB Ethernet NICs, ServeRAID MR10i SAS Controller

- Redundant Power Supplies, SATA Multi-Burner

- No Keyboard/Video/Mouse (KVM Solution Quoted Separately)

- 3 Year On-site Repair 24X7 4-Hour Response

Accessories

-(1) IBM TS2900 Tape Autoloader, 3.6TB/7.2TB, LTO Ultrium 3

SYSTEM SOFTWARE

Application/Database Server (Virtual Host System)

(1) Microsoft Windows 2008 Server - Enterprise Edition

(25) Microsoft Windows 2008 Server - User/Device CALs

(2) Microsoft SQL 2008 Server - Standard Edition Processor License

(1) Microsoft SQL 2008 Server - Standard Edition

(1) Veritas Backup Exec Backup Software

(4) Veritas Backup Exec Client

PROPERTY LOCATION:

Various Locations

EXHIBIT A

DESCRIPTION OF PROPERTY

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 5815 (THE "FINANCE CONTRACT")
BY AND BETWEEN
Government Capital Corporation *and the Issuer*, City of Bedford
Dated as of October 11, 2011

QTY	DESCRIPTION
-----	-------------

Personal Property	Property Cost: \$ 366,150.00	Payback Period: Six (6) Annual Payments
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EXISTING SOFTWARE TO BE REPLACED

CAD

Aegis/MSP Combined LE/Fire/EMS CAD

- Call Entry - Call Control Panel - Unit Recommendations - Unit Status and Control Panel - Call Stacking - CAD Messaging - Call Scheduling - Dispatch Questionnaire - GIS/Geo-File Verification - Hazard and Location Alerts - Hydrant Inventory - Access to Aegis/MSP LE Records - Access to Aegis/MSP Fire Records - Note Pads - Rip-N-Run Remote Printing - Run Cards - Tone Alerts

Additional Aegis/MSP Software for Computer Aided Dispatch

- BOLOs - CAD Mapping- Data Analysis/Crime Mapping/Management Reporting

Aegis/MSP Third Party CAD Interface Software

- E-911 Interface 7
- Aegis/MSP State/NCIC Interface8 Includes 12 - 15 screens
- On-Line CAD Interface to State/NCIC8

LAW ENFORCEMENT RECORDS

Aegis/MSP Single Jurisdiction Base Law Enforcement Records

- Accidents - Arrest - Business Registry - Case Processing - Computer Aided Investigations - Federal Reports (UCR/IBR) - GIS/Geo-File Verification - Impounded Vehicles - Incident Tracking - Jacket Processing - Personnel/Education - Property - Traffic Tickets and Citations - Wants and Warrants

Aegis/MSP Federal and State Compliance Reporting for LE Records

Federal UCR/IBR9

Additional Aegis/MSP Software for Law Enforcement Records

- Alarm Tracking and Billing - Bookings- Case Management- Data Analysis/Crime Mapping/Management Reporting- Hazardous Materials- Orders of Protection- Property Room Bar Coding

Aegis/MSP Third Party LE Records Interface Software

Livescan Interface Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent

Aegis/MSP Imaging Software

Public Safety Lineups/Mug Shots

Additional Law Enforcement Records Workstations

-56 additional workstations
- 5 view/inquiry workstations

PROPERTY LOCATION:

Various Locations

EXHIBIT A

DESCRIPTION OF PROPERTY

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 5815 (THE "FINANCE CONTRACT")
BY AND BETWEEN
Government Capital Corporation *and the Issuer*, City of Bedford
Dated as of October 11, 2011

QTY	DESCRIPTION
-----	-------------

Personal Property	Property Cost: \$ 366,150.00	Payback Period: Six (6) Annual Payments
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ADDED STANDARD SOFTWARE

Aegis/MSP Third Party CAD Interface Software

Fire Records Interface (one-way interface; CAD closed incidents) *Supports Firehouse, Zoll/Sunpro, Alpine*

LAW ENFORCEMENT RECORDS

Additional Aegis/MSP Software for Law Enforcement Records

- Animal Tracking11
- Field Investigations

MOBILE CLIENT SOFTWARE

Aegis® Fire Mobile Unit Software (15 Units)

Fire CAD via Switch

PROPERTY LOCATION:

Various Locations

EXHIBIT B

>> **SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE** <<
PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 5815 (THE "FINANCE CONTRACT")
BY AND BETWEEN
Government Capital Corporation **and the Issuer**, City of Bedford

Dated as of October 11, 2011

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/11/2012	\$58,633.74	\$12,254.52	\$46,379.22	N/A
2	10/11/2013	\$58,633.74	\$10,406.31	\$48,227.43	N/A
3	10/11/2014	\$58,633.74	\$8,484.44	\$50,149.30	\$166,491.87
4	10/11/2015	\$58,633.74	\$6,486.00	\$52,147.74	\$112,519.90
5	10/11/2016	\$58,633.74	\$4,407.91	\$54,225.83	\$57,036.72
6	10/11/2017	\$58,633.74	\$2,247.00	\$56,386.74	\$0.00

This Schedule is subject to current Market Indexing if Funding occurs 14 days after Proposal Date

Accepted by the Issuer: _____
Beverly Griffith, City Manager



Council Agenda Background

PRESENTER:

Beverly Griffith, City Manager

ITEM:

Consider a resolution authorizing the City Manager to change a Council meeting date in November from November 22, 2011 to November 15, 2011 and schedule the December meetings as December 6, 2011 and December 13, 2011.

DISCUSSION:

Council is required to hold two regularly scheduled Council meetings each month. The second November meeting of this year falls on November 22, 2011. Due to the Thanksgiving holiday, it is recommended that the meeting be moved to November 15, 2011.

The second December meeting of this year falls on December 20, 2011. Due to the Christmas holiday, it is recommended that the meetings in December be scheduled for December 6, 2011 and December 13, 2011.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to change a Council meeting date in November from November 22, 2011 to November 15, 2011 and schedule the December meetings as December 6, 2011 and December 13, 2011.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CHANGE A COUNCIL MEETING DATE IN NOVEMBER FROM NOVEMBER 22, 2011 TO NOVEMBER 15, 2011 AND SCHEDULE THE DECEMBER MEETINGS AS DECEMBER 6, 2011 AND DECEMBER 13, 2011.

WHEREAS, staff proposes that the Council consider changing the regular meeting date in November due to the upcoming Thanksgiving holidays; and,

WHEREAS, staff proposes that the Council consider changing the regular meeting dates in December due to the upcoming Christmas holidays.

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

SECTION 1. That the City Manager is hereby authorized to change a Council meeting date in November from November 22, 2011 to November 15, 2011.

SECTION 2. That the City Manager is hereby authorized to change a Council meeting date in December to have meetings on December 6, 2011 and December 13, 2011.

PASSED AND APPROVED this 11th day of October 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