

# AGENDA

Regular Meeting of the Bedford City Council  
Tuesday, January 27, 2015  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021

Council Chamber Work Session 6:00 p.m.  
Council Chamber Regular Session 6:30 p.m.

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

## COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation from the HEB Chamber Leadership Class of 2015 to propose a sidewalk for The Clubhouse for Special Needs, Inc. at the Bedford Boy's Ranch.

## REGULAR SESSION 6:30 P.M.

### CALL TO ORDER/GENERAL COMMENTS

### INVOCATION

### PLEDGE OF ALLEGIANCE

### ANNOUNCEMENTS/UPCOMING EVENTS

### OPEN FORUM

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

### CONSIDER APPROVAL OF ITEMS BY CONSENT

### COUNCIL RECOGNITION

1. Employee Service Recognition.

### APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
  - a) January 13, 2015 regular meeting

### NEW BUSINESS

3. Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 41<sup>st</sup> Year Program for the water line improvements in the 1300-1500 block of Tennis Drive.
4. Consider a resolution authorizing the City Manager to enter into a contract with Waste Partners Environmental, Inc. in the amount of \$42,990 for the Fiscal Year 2014-15 Street Sweeping Program.

5. Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$51,230 for the design services for the reconstruction of Gregory Avenue.
6. Consider a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 9, 2015 for the purpose of electing the Mayor, Place 1 and Place 2 to the Bedford City Council.
7. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board - Councilmember Fisher
  - ✓ Beautification Commission - Councilmember Turner
  - ✓ Community Affairs Commission - Councilmember Boyter
  - ✓ Cultural Commission - Councilmember Champney
  - ✓ Library Board - Councilmember Davisson
  - ✓ Parks & Recreation Board - Councilmember Davisson
  - ✓ Teen Court Advisory Board - Councilmember Farco
8. Council member Reports
9. City Manager/Staff Reports
10. Take any action necessary as a result of the Executive Session

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

## **ADJOURNMENT**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Friday, January 23, 2015 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**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 must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [mwells@bedfordtx.gov](mailto:mwells@bedfordtx.gov). Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



# Council Agenda Background

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**PRESENTER:**

Thomas L. Hoover, P.E.,  
Public Works Director,  
Jennifer Fisher  
HEB Chamber Leadership Class

**DATE:** 01/27/15

Work Session

**ITEM:**

Presentation from the HEB Chamber Leadership Class of 2015 to propose a sidewalk for The Clubhouse for Special Needs, Inc. at the Bedford Boy's Ranch.

**DISCUSSION:**

The City has been approached to assist the HEB Chamber Leadership Class of 2015 (Leadership 2015) in their class project. Leadership 2015 has selected The Clubhouse for Special Needs, Inc. (Clubhouse) as their project. A portion of the needs requested by the Clubhouse is to provide an appropriate surface for their clients with mobility issues to have access to the Bedford Boy's Ranch Activity Center (BRAC).

The City is currently under contract with C. Green Scaping, LP for improvements to the BRAC. The contract includes concrete sidewalk/trails. The current contract does not include a new sidewalk along Harwood Road on the existing BRAC property. This request from Leadership 2015 is that the existing contract with C. Green Scaping, LP to be increased to allow for about 145 linear feet of four foot wide concrete sidewalk along Harwood Road and an additional 26 linear feet of four foot wide sidewalk with two access ramps at the end of the existing sidewalk on Doug Rivers Drive (adjacent to the post office).

This project will also provide pedestrian access to the BRAC from areas north and west of the intersection of Harwood Road and Doug Rivers/McLain Road. The cost for the additional sidewalk is being negotiated with C. Green Scaping, L.P. The design of the project will come from the Engineering Department. Leadership 2015 has endorsed this project as an asset to the community.

**ATTACHMENTS:**

Map



**CITY OF BEDFORD**

1813 RELIANCE PARKWAY

BEDFORD, TEXAS 76021

(817) 952-2200 PH. (817) 952-2240 FAX

PUBLIC WORKS DEPARTMENT

CLUBHOUSE

HARWOOD ROAD

PROP. 145'  
4' WIDE SIDEWALK

U.S. POST OFFICE

DOUG RIVERS DRIVE

PROP. 26'  
4' WIDE SIDEWALK  
W/ 2 RAMPS

PROPOSED SIDEWALK EXTENSION

HARWOOD ROAD

DATE 01-16-15

SCALE 1"=50'





# Council Agenda Background

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**PRESENTER:** Beverly Griffith, City Manager

**DATE:** 01/27/15

Council Recognition

**ITEM:**

Employee Service Recognition

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

The following employees have completed a service period and are eligible for recognition:

Onay Nunez	Police Department	5 years
Cliff Blackwell	Administrative Services	5 years
Tyler Stillman	Police Department	15 years
Barbara Johnson	Community Services	25 years

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 01/27/15

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) January 13, 2015 regular meeting

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

January 13, 2015 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of January, 2015 with the following members present:**

Jim Griffin	Mayor
Michael Boyter	Council Members
Ray Champney	
Jim Davisson	
Steve Farco	
Roger Fisher	
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
Natalie Foster	Marketing Specialist
Roger Gibson	Police Chief
Wendy Hartnett	Special Events Manager
Tom Hoover	Public Works Director
Meg Jakubik	Assistant to the City Manager
Jill McAdams	Human Resources Director
Mirenda McQuagge-Walden	Managing Director
Bill Syblon	Development Director

### **COUNCIL CHAMBER WORK SESSION**

Mayor Griffin called the Work Session to order at 5:00 p.m.

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

Council discussed placing the following items on consent: 1, 3, 4, 5, 6, 7, 8, 9 and 11.

Assistant to the City Manager Meg Jakubik presented information regarding Item #3. The City was approached by HEB Hospital, which requested that the prohibited places in the Smoking Ordinance be expanded to include the entire hospital campus. The ordinance carves out property that is leased for non-medical purposes such as restaurants.

Council discussed Item #4, including the justification for the change; issues related to quorums; volunteers who work on Beautification projects; filling the remaining positions on the Commission; and the functioning of the Commission.

Council discussed Item #5. In answer to questions from Council, City Manager Beverly Griffith stated that to fence off the entire area of the BRAC would cost approximately \$1,900. In answer to further questions from Council, Special Events Manager Wendy Hartnett stated that the fencing would be solely for the alcohol; that they may not need as much fencing if the City contracts with a third party; that they are looking at doing a craft brew experience; and that the City would be paying the third party. There

was discussion on alcohol being an expense instead of revenue; the time of day for alcohol sales; infusing more participation and interest in the event, including advertising; no alcohol being allowed in the egg hunt area, and posting signs or volunteers; and ensuring that safeguards are in place. Ms. Hartnett stated that the special event permit went through the appropriate City departments and there were no red flags; that it is not the intention for staff to sell alcohol; and that they are Texas Alcoholic Beverage Commission certified. There was discussion on alcohol at the Taste and Tunes events.

Public Works Director Tom Hoover presented information regarding Item #6, which is for a sewer rehabilitation project in concert with the City's Sanitary Sewer Outreach Initiative (SSOI) project with the State. The engineering firm for this project was hired in January of 2014. The project is along Spring Valley Drive between Harwood Road and Simpson Terrace. The cost projection was approximately \$460,000 and the low bid came in at approximately \$409,000. Excel 4 Construction has done good work on other City projects, and the engineering firm has reviewed their references, insurance and bonding and has found no reason not to award them the bid. In answer to questions from Council, Mr. Hoover, stated that the project is in the 19.1 drainage basin, which is associated with the Trinity River Authority metering station at Pipeline Road; that work associated with the basin has already been done; that this area was in the initial assessment performed by Espey required by the SSOI due to outflow issues; that the project is associated with the agreement with the State; and that work performed by staff has reduced the total treatment of water by 300,000 gallons a day.

In answer to questions from Council regarding Item #7, Mr. Hoover stated that staff is getting a new camera van, which is on order but will not be available for another six months; that the current van is down as much as it is operational; that they have enough linear feet of cleaning and inspections for the SSOI report due in February and they wanted to work on areas that were committed to the State; that in seven subdivisions, staff will inspect, television, clean and replace sections as needed; that there is a fine of \$10,000 a day if the City does not meet the projections; that staff was able to use remaining funds from the Water Development Board; that by doing television and cleaning, an environmental assessment is not required; that it was decided not to put the remaining \$96,000 in funds into a construction project; that the estimate for the amount of linear feet and type of cleaning is based on experience and if it is discovered that more heavy cleaning is required, staff can do a change order or have their own crews fix the area; and that the City is required to inspect 20 percent of its system and clean 166,000 linear feet every year.

Mr. Hoover presented information on Item #8. Staff was approached by the City of Hurst regarding a study funded through the Federal Emergency Management Agency for the Valley View Branch. This study would determine what improvements might be needed. The section of the branch that runs through Bedford is already improved with concrete channel lining but changes made downstream may lower the floodplain elevation. By participating in the study, Hurst gets more points for joint collaboration and Bedford would get the results of a major study for relatively low costs. The City would only have to pay if Hurst is awarded the grant and the City is not committed to any construction projects.

Mr. Hoover presented information regarding Item #9, which is an agreement with Tarrant County to allow the City to use their bidding process to purchase liquid asphalt. There is \$35,000 in the budget for asphalt and liquid asphalt. This agreement would save money over the City purchasing liquid asphalt itself as the City would have to purchase larger quantities. The current prices are \$2.06 a gallon for the County and \$7.00 a gallon for the City. In answer to a question from Council, he stated that the City has not been buying any quantity of liquid asphalt at that higher price.

Building Official Russell Hines presented information regarding Item #9, which is a new truck for the Building and Multi-Family Inspector that was recently hired, and was approved in the budget process. The cost of the vehicle is \$21,390 and it will primarily be used for the patrol and inspection of multi-family properties. In answer to questions from Council, Mr. Hines stated that in the past, these inspections were subcontracted out and a minimum number of inspections were being performed to meet Code; that there was not enough funds for follow-up inspections; that staff was seeing more areas of decline in the properties, which needed to be addressed; that the service was previously subcontracted out to an individual; that the difference in cost of the vehicle compared to the budget was due to miscommunication on the part of the dealer; and that the price includes the total cost of the vehicle except for the tool box and that decaling will take place in-house.

- **Presentation on Community Affairs Commission plans.** \*\*This item requested by Mayor Griffin.

Mayor Griffin requested this item be placed on the agenda. Community Affairs Commission Chairperson Roy Savage recognized Commission members Steve Grubbs, Gary Morlock and Dianne Doughty in attendance. The purpose of his coming to Council is to seek approval of the calendar of events that the Commission assembled for the current year's activities. The Commission will coordinate with City staff to solidify dates and times so as not to not interfere with other City meetings. He asked if the Commission is fulfilling the will of the Council. He discussed the tentative calendar including dates for business and residential roundtables, the City Expo at the Boys Ranch that may be held in conjunction with the Pet Fair, block parties, and a Mayor's roundtable. There was discussion on increasing participation in business roundtables; moving residential roundtables to different areas of the City; having food at the events; and getting the Chamber to advertise the business roundtables. In answer to questions from Council regarding the block party, Mr. Savage stated that the format should stay the same depending on participation and they are looking at 6Stones for help; and that it would be open to anybody. There was discussion on businesses having more participation upfront and conducting a survey of attendees. Council was of the consensus to approve the approach of the Commission and the events and activities presented.

- **Presentation on the Employee In-Service Training Day.**

Human Resources Director Jill McAdams stated that this was a budgeted item brought to Council in September, which was to close City facilities to host an employee in-service training day. It is an event that will be held each Veteran's Day moving forward. The intention was to provide employees a conference style event and training. Employees were given gift bags with items from human resources' vendors as well as lanyards, PRIDE bracelets and a folio. The keynote speaker was Julie Burch, whose presentation was "Going the Distance Rocky Style," which was about perseverance and accomplishing goals. General employees were broken into various groups and there was a separate group for supervisors and management. The budget for this event was \$9,000 and the training was done through Strategic Government Resources. One hundred thirty-five employees were in attendance, including four off-duty personnel. Twenty-seven shift personnel were not able to attend. Supervisory employees went through classes regarding managing employee performance, instilling customer service values, and hiring the right people through behavioral-based interviewing. The general employees were split into groups of 59 and 64 at the Library and BRAC, and had classes on extraordinary customer service, harassment prevention, effective communication skills, and time management. A survey was sent out and 93 responses were received, which were overall positive. The time management and behavioral-based interviewing classes were the most well received, while there were negative comments on having harassment training, the location and physical setup of the training, and refreshments. There were comments regarding not having special acknowledgement of veterans so there will be some type of recognition moving forward. She discussed suggestions for next year including a wellness activity, team building, verbal judo, dealing with difficult coworkers, and open records laws. In answer to questions from Council, Ms. McAdams stated that the Emerging Leaders classes take the Meyers-Briggs and the DISC assessments, and that senior staff has taken the Meyers-Briggs assessment. There was discussion on morale and building togetherness.

- **Presentation on the Engineering Services for the City of Bedford.**

Public Works Director Tom Hoover stated that this was a follow-up to the discussion from the last Council meeting regarding bringing engineering services internal. Based on questions from Council at that time, he stated by the end of December, the City spent \$75,000 on professional engineering services, which projects out to \$200,000 annually. Staff is looking at additional water and sewer repairs to maintain compliance with the Texas Commission on Environmental Quality (TCEQ), as well as to hold Development Review Committee (DRC) meetings internally. Staff put together a list of projects over the next five years that were estimated at between \$267,000 and \$335,000. Larger and more specialized work, as well as work that need to be performed faster would still require a consulting engineer. The total amount of engineering services that could be performed internally is \$1.4M over the next five years, the costs associated with bringing it internal is approximately \$1M, for a potential savings of approximately \$400,000 over the next five years. He stated that it is always cheaper to have in-house engineering but the key is how quickly something needs to be done. Over the last five years,

the City has done more design work and construction than since 2005, when in-house engineering services were ended. The internal positions would allow the opportunity for such things as DRC, an extra set of engineering eyes in the field, and coordinating the inspectors. He stated that the savings could be used for another street project such as Gregory Avenue. There was discussion on annual monitoring to justify what has been saved; staff providing the amount of money spent on engineering during the time that the City did and did not have engineers, the number of people in the office and the total value of projects during that time; and collaborating with other cities for engineering. In answer to questions from Council, Mr. Hoover stated that the internal positions would be used for smaller projects such as Dora Street and Bedford Road; that the estimated costs include salary and benefits for two positions, with construction costs in the first year; that the \$1.4M in water and sewer estimates are from projected costs prepared by consultants and Gary Burton Engineering; and that the DRC budget is for Dick Perkins to attend the meetings. Council was of the consensus for staff to pursue this item with the additional information requested by Council.

Mayor Griffin adjourned the Work Session at 6:11 p.m.

### **EXECUTIVE SESSION**

**To convene in the conference room, if time permits, in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:**

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending and contemplated litigation regarding 533 Bedford Road.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending and contemplated litigation regarding 2212 Central Drive.
- e) Pursuant to Section 551.074: personnel matters – review steps for City Manager evaluation.
- f) Pursuant to Section 551.087, deliberation regarding economic development negotiations regarding Meadow Park.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center; Section 551.071, consultation with City Attorney regarding pending and contemplated litigation regarding 533 Bedford Road; Section 551.087, deliberation regarding economic development negotiations with the City of Euless; Section 551.071, consultation with City Attorney regarding pending and contemplated litigation regarding 2212 Central Drive; Section 551.074: personnel matters – review steps for City Manager evaluation; and Section 551.087, deliberation regarding economic development negotiations regarding Meadow Park at 6:16 p.m.

Council reconvened from Executive Session at 6:59 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 7:02 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order.

### **INVOCATION (Pastor Ken Ehrke, Cathedral of Hope-MidCities)**

Pastor Ken Ehrke of Cathedral of Hope-MidCities gave the invocation.

## **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

## **ANNOUNCEMENTS/UPCOMING EVENTS**

Marketing Specialist Natalie Foster stated that there were tickets left for the Murder Mystery Dinner the upcoming Saturday starting at 7:00 p.m. On February 1, there will be a "Collector's Day" at the Old Bedford School starting at 3:00 p.m. where people can show off collector's items from 1915 to 1960. There will be an event every month at the School leading up to the 100 Year Anniversary event. The annual Mardi Gras Casino and Gala sponsored by the Library Foundation will be held on February 7, starting at 6:30 p.m. Tickets are \$50 and can be purchased at the Library. The Senior Center Valentine's Day Dance will from 7:00 p.m. to 9:00 p.m. on February 9 and will feature refreshments and music from Doc Gibbs. The City is still accepting applications for artists for ArtsFest scheduled for the end of March. Artists will have the opportunity to display and sell their items.

## **OPEN FORUM**

Nobody chose to speak during Open Forum.

## **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 1, 3, 4, 5, 6, 7, 8, 9 and 11.

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

## **APPROVAL OF THE MINUTES**

1. **Consider approval of the following City Council minutes:**
  - a) **December 9, 2014 regular meeting**
  - b) **December 22, 2014 special meeting**

This item was approved by consent.

## **NEW BUSINESS**

2. **Public hearing and consider an ordinance to rezone property known as a portion of Lot 8, Block 1, Gregory Addition also known as Tract 8A1 of Abstract 1080 J.M. Matson Survey, located at 2101 Pipeline Road, Bedford, Texas, from "R-7,500" Residential to "H" Heavy Commercial. The property is generally located west of McCurry Avenue and north of Pipeline Drive. (Z-264)**

Development Director Bill Syblon presented information regarding this item, which is a rezoning case. The applicant wishes to redevelop the site of a former convenience store and gas station at the northeast corner of Central Drive and Pipeline Road. The building has been razed and the site has split zoning, with half being residential and the convenience store site being heavy commercial. For redevelopment, the entire site needs to be consistent to heavy commercial. Since the site is adjacent to residentially zoned properties, a site plan is required. The site plan reflects an 8,000 square foot building and is in compliance with all zoning regulations. The Planning and Zoning Commission unanimously approved this item at their December 11 meeting.

Mayor Griffin opened the public hearing at 7:10 p.m.

Lynn Kadleck, 2000 North Central Expressway, Plano – Mr. Kadleck stated that he represents the developer and owner of the property and that he is willing to answer any questions Council may have.

Mayor Griffin closed the public hearing at 7:11 p.m.

In answer to questions from Council, Mr. Syblon stated that a field inspection of the existing retaining wall indicated it to be a concrete masonry unit (CMU) product and as the site is redeveloped, if it is determined that it is not consistent with current zoning regulations, it would have to be addressed; that CMU is not considered a masonry product; and that all of the tanks from the former gas station have been pulled.

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve an ordinance to rezone property known as a portion of Lot 8, Block 1, Gregory Addition also known as Tract 8A1 of Abstract 1080 J.M. Matson Survey, located at 2101 Pipeline Road, Bedford, Texas, from "R-7,500" Residential to "H" Heavy Commercial. The property is generally located west of McCurry Avenue and north of Pipeline Drive. (Z-264)

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

- 3. Consider an ordinance amending Chapter 82 – "Offenses and Miscellaneous Provisions," Article III "Smoking," Section 82-71 "Definitions" and Section 82-72 "Prohibited in certain public areas" of the City of Bedford Code of Ordinances; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty clause; and providing an effective date.**

This item was approved by consent.

- 4. Consider an ordinance amending Chapter 2. "Administration," Article IV. "Boards, Commissions and Committees;" Division 3. "Beautification Commission," Section 2-206. "Composition" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.**

This item was approved by consent.

- 5. Consider a resolution authorizing the sale of alcoholic beverages at ArtsFest held at the Boys Ranch Park on March 28, 2015.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into a contract with Excel 4 Construction, LLC in the amount of \$409,894 for the 19.1W Sanitary Sewer Renewal Serving Spring Valley Drive Project.**

This item was approved by consent.

- 7. Consider a resolution authorizing the City Manager to enter into a contract with Metro Pipe Inspection, LLC in the amount of \$39,573 for the Closed-Circuit Television and Inspection of Sanitary Sewer Lines (CCTV) project.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to support the City of Hurst, Texas' application for flood protection planning grant assistance filed with the Texas Water Development Board.**

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 purchase of liquid asphalt.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to enter into a Professional Services Contract for the Asbestos Abatement, Demolition and Site Clearance of 533 Bedford Road.**

Deputy City Manager David Miller presented information regarding this item, which is for approval of a bid to clean up and demolish the existing structures at 533 Bedford Road. The recommendation is to award it to JR's Demolition for \$71,750. Staff will move rapidly to have the site cleaned up but due to State regulations and coordination with other agencies, he does not want to commit to a time frame.

Motioned by Councilmember Farco, seconded by Councilmember Turner, to approve a resolution authorizing the City Manager to enter into a Professional Services Contract for the Asbestos Abatement, Demolition and Site Clearance of 533 Bedford Road.

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

**11. Consider a resolution authorizing the purchase of a truck for the Fire Department's Building Inspection Division in the amount of \$21,390 through the State of Texas Buy Board Purchasing Program.**

This item was approved by consent.

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

✓ **Animal Shelter Advisory Board - Councilmember Fisher**

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission will have its first meeting of the year on January 19.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met on Monday in work session to discuss ArtsFest and upcoming storefront galleries. There will be a work session on January 31 to discuss the results of the survey conducted by an outside consultant. This is to help with their planning process so they can move forward on a 501(c)3 application and an application to the State for recognition for a cultural district.

✓ **Library Board - Councilmember Davisson**

No report was given.

✓ **Parks & Recreation Board - Councilmember Davisson**

No report was given.

✓ **Teen Court Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Board will meet on Thursday.

**13. Council member Reports**

No other reports were given.

**14. City Manager/Staff Reports**

City Manager Beverly Griffith advised Council that staff received the audited financial statements and will schedule an Audit Committee meeting in the next couple of weeks.

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

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

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 7:20 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** Thomas L. Hoover, P.E.,  
Public Works Director

**DATE:** 01/27/15

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 41<sup>st</sup> Year Program for the water line improvements in the 1300-1500 block of Tennis Drive.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Tarrant County Community Development Block Grant (CDBG) Program allows cities to pursue project funding for public improvements, rehabilitation of property, economic development activities, etc., in selected target areas. The proposed application for the CDBG 41<sup>st</sup> Year includes water line improvements on Tennis Drive. The water line improvements would improve the quality and service to 352 apartment units, which includes the Courts of Bedford and Toscana Villas apartment complexes and 36 homes on the street.

The proposed water line replacement project was chosen in order to reduce the current problems with frequent water main breaks, which disrupts domestic water service and the water quality in surrounding neighborhoods. The existing eight inch cast iron water main is over forty years old and would be replaced with eight inch PVC water pipes immediately adjacent to the edge of the gutter line on the west side of Tennis Drive. Approximately 2,020 linear feet of water line is in need of replacement for this project.

The estimated cost of the improvements is \$198,502.64, including the design fee. Of that cost, the proposed grant would cover \$140,000 and the City's estimated cost would be \$58,502.64. The City's part includes \$8,062.64 for an eight-step environmental assessment outside of the grant application, which was a requirement of the County to procure grant funding. The final amount of funding will depend upon Tarrant County's CDBG allocation to Bedford. If approved, the City contributing portion for the engineering design and for the CDBG would be paid out of the Fiscal Year 2014-15 Utility Maintenance Fund.

This project was advertised in the Star-Telegram on January 11, 2015 and January 18, 2015 for the public hearing. If the attached 41<sup>st</sup> Year CDGB proposal is approved, any citizens making comments would be noted in the minutes approved at the February 10, 2015 City Council meeting.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 41<sup>st</sup> Year Program for the water line improvements in the 1300-1500 block of Tennis Drive.

**FISCAL IMPACT:**

CDBG Funds -	\$140,000.00
FY 2014-15 Utility Maintenance	
Fund:	\$1,358,837.22
Project Cost	\$58,502.64
Difference	\$1,300,334.58

**ATTACHMENTS:**

Resolution  
Location Map  
CDBG 41<sup>st</sup> Year Project Proposal Form  
Public Hearing Publication Notice

RESOLUTION NO. 15 -

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURSUE GRANT FUNDING FROM THE TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 41<sup>ST</sup> YEAR PROGRAM FOR THE WATER LINE IMPROVEMENTS IN THE 1300-1500 BLOCK OF TENNIS DRIVE.

WHEREAS, the City Council of Bedford, Texas has determined that replacing the ageing water line on Tennis Drive is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 41<sup>st</sup> Year Program for the water line improvements in the 1300-1500 block of Tennis Drive.

SECTION 3. That funding will come from the Community Development Block Grant and the Fiscal Year 2014-15 Utility Maintenance Fund.

PRESENTED AND PASSED this 27th day of January, 2015 by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry City Attorney

121

121

AIRPORT FWY

SUNNYVALE TER

DEUCE DR

OAKHURST DR

HAYES LN

RACQUET CLUB BLVD

GOLD HAWK LN

TENNIS DR

BROWN TRL

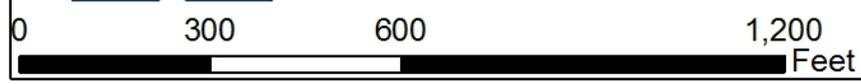
BEDFORD RD

GENTRYS WALK

GAYE ST

TRAIL CONDOS

### CDBG 41st Year Tennis Dr. Water Line Replacement



\*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.



Tarrant County Community Development  
 Community Development Block Grant  
 41<sup>st</sup> Year – PY 2015  
**PROJECT PROPOSAL FORM**

<b>Part 1: City Information</b>	
City Name	City of Bedford, Texas
City Contact Name(s)	J. Richard Perkins, City Consulting Engineer
Contact Person Phone	(817) 692-4439
Contact Person E-mail	dick.perkins@sbcglobal.net
City Annual Financial Summary	<input type="checkbox"/> <i>Check here if you have included</i>
City Demographics	<input type="checkbox"/> <i>Check here if you have included</i>
Comp Plan Summary	<input type="checkbox"/> <i>Check here if you have included</i>
City Match Amount	\$ Amount equal to the low bid amount less the available HUD funds for the project.

<b>Part 2: Public Participation</b>	
Date of Public Hearing	January 27, 2015
Supporting records of hearing	<input type="checkbox"/> Check here if you have attached a copy of the public notice, public hearing and minutes from the hearing. <b>Will be sent after the public hearing is held.</b>
Citizen Input	<input type="checkbox"/> Comments attached <input type="checkbox"/> No comments received. <b>Will be sent after public hearing.</b>

<b>Part 3: Engineering Information</b>	
Engineering Firm Name	J. Richard Perkins, P.E.
Firm Address	1317 Nay Avenue Edmond, OK 73034
Firm Contact Person 1	J. Richard Perkins
Contact Person Phone 1	(817) 692-4439 (C)
Contact Person E-mail 1	dick.perkins@sbcglobal.net
Firm Contact Person 2	N/A
Contact Person Phone 2	N/A
Contact Person E-mail 2	N/A
Project Cost/ Engineering Estimate	\$ 190,440



**Part 4: Project Information** *(Follow Instructions)*

Type of Project	Water Line Replacement (8" Cast iron pipe to 8" PVC pipe)
Project Address (incl. block #)	1300-1500 blocks of Tennis Drive
Zip Code	76022
Census Tract/BG	1136.07 / 01
Acquisition of real property	Project entails purchasing ROW or other property: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Project Description (Complete & Detailed)	See attached Exhibit "A"
Service Area Description (Street boundaries and description of non-residential area)	See attached Exhibit "B"

Land Use Information	State Land Use Codes	Land Use in Acres	Total Acres in Service Area	% of Total Service Area
	<b>A1</b> (Single Family Residential)	10.44	10.44	28.19
	<b>A2</b> (Mobile Homes)	0	0	0
	<b>B1</b> (Multi family Residential)	18.97	18.97	51.23
	<b>C1</b> (Residential Vacant)	0	0	0
	<b>C2</b> (Commercial Vacant)	0	0	0
	<b>C6</b> (Exempt – ROW)	0	0	0
	<b>D3</b> (Farm land)	0	0	0
	<b>D4</b> (Undeveloped)	0	0	0
	<b>F1</b> (Commercial)	7.62	7.62	20.58
	<b>F2</b> (Industrial)	0	0	0
	<b>J1-8</b> (Utilities)	0	0	0
	<b>OTHER</b> ( )	0	0	0
	<b>TOTAL RESIDENTIAL:</b>	29.41	29.41	<b>79.42</b>

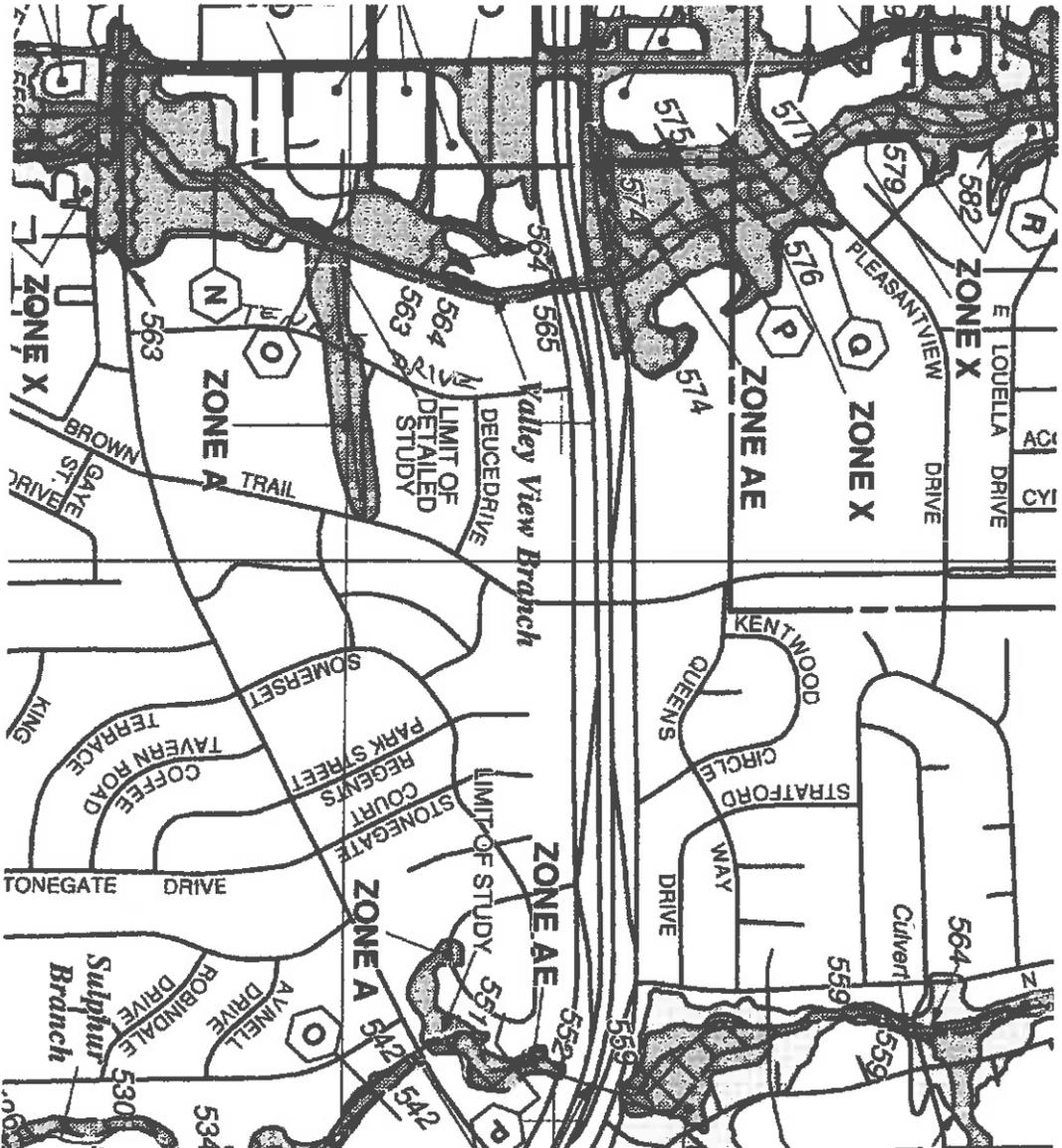
MAPS <i>(Check each which you have included)</i>	<input checked="" type="checkbox"/> Map(s) indicating Service Area and Project location <input checked="" type="checkbox"/> Map of FEMA Flood Map (FIRM) of project area <input checked="" type="checkbox"/> MAPSCO map with coordinates
--	--



L.D. BELL HIGH SCHOOL

S.H. 183 (N.T.E.)





# NATIONAL FLOOD INSURANCE PROGRAM

## FLOOD INSURANCE RATE MAP TARRANT COUNTY, TEXAS AND INCORPORATED AREAS

### PANEL 210 OF 495

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

#### CONTAINS:

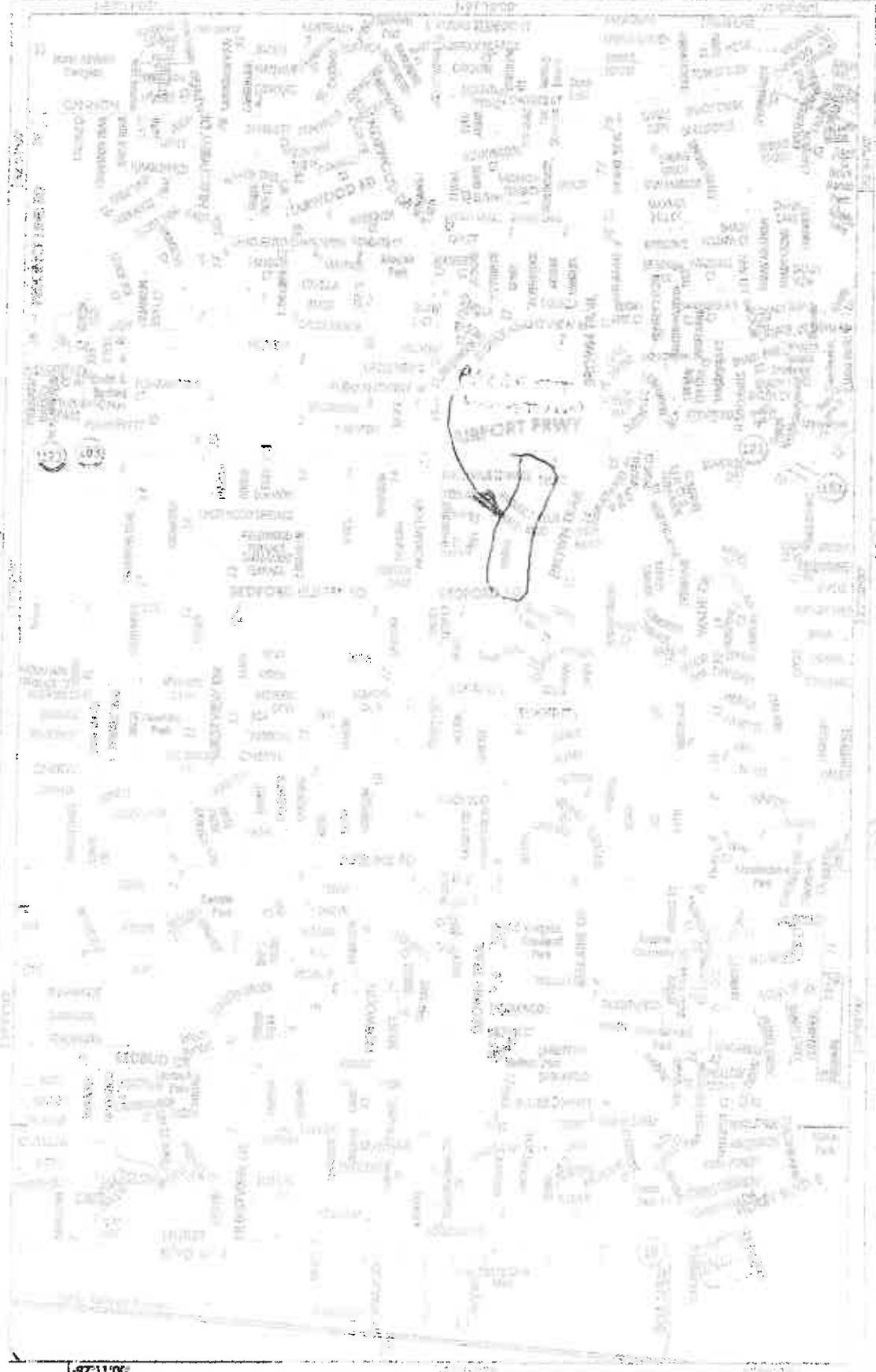
COMMUNITY	NUMBER	PANEL	SHEETX
BEDFORD, CITY OF	490585	0710	K
COLLETVILLE, CITY OF	490579	0210	K
EULESS, CITY OF	490583	0210	K
FORT WORTH, CITY OF	490596	0710	K
HURST, CITY OF	490601	0210	K
NORTH RICHLAND HILLS, CITY OF	490607	0710	K

Notes to User: The Map Number shown below should be used when placing map order; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
48439C0210K  
**MAP REVISED**  
SEPTEMBER 25, 2009

Federal Emergency Management Agency



19711'00"



<b>Part 5: Detailed Cost Estimate – 41<sup>st</sup> Year – PY 2015</b>	
City Name	<b>City of Bedford, Texas</b>
Date	<b>January 27, 2015</b>
Project Address	<b>1300-1500 blocks of Tennis Drive</b>

Please fill in the below information

Item No.	Description	Quantity	Unit Price	Amount
1	Abandon Exist. 8" Water Line	1 LS	1,200	1,200
2	8" PVC Water Line	2,020 LF	42.00	84,840
3	Remove 8" Gate Valve	9 EA	350	3,150
4	Remove Fire Hydrant	5 EA	500	2,500
5	Install 8" Gate Valve	9 EA	1,400	12,600
6	Install Fire Hydrant Assembly	7 EA	3,400	23,800
7	Ductile Iron Fittings	1.25 TN	5,000	6,250
8	1" Long Single Water Service	4 EA	750	3,000
9	Connect to Existing Water System	9 EA	400	3,600
10	HMAC Pavement Replacement	1,200 SY	30.00	36,000
11	Yard/Parkway Restoration	1 LS	1,500	1,500

**Construction Subtotal: \$178,440**  
**Design/Engineering Subtotal: \$12,000**  
**TOTAL ESTIMATED PROJECT COSTS: \$190,440**

City Leverage Amount (if applicable)	<b>\$38,440</b>
City Paid Design/Engineering (if applicable)	<b>\$12,000</b>
Other Sources (if applicable)	<b>\$0</b>
Assumed CDBG award	<b>\$140,000</b>
<b>Estimated Funds Available</b>	<b>\$190,440</b>

Note: Project Costs must balance with Funds Available.

Prepared By:           **J. Richard Perkins, P.E.**



**Part 6: Description of Need and Problem to be Addressed. Will this project complement another project within the city or surrounding cities?**

See attached Exhibit "C".

**Part 7: Financial Need Explanation** *(Include statement and/or audit results)*

See attached Exhibit "D".

**Part 8: Project Performance Objectives and Outcome**

OBJECTIVE (Select one)

- Suitable Living Environment *(most public works)*
- Decent Housing
- Economic Opportunity

OUTCOME (Select One)

- Availability or Accessibility
- Affordability
- Sustainability *(most public works)*

**Part 9: Environmental and Neighborhood Conditions**

See attached Exhibit "E".



**Part 10: CDBG Environmental Review Statutory Checklist**

City	<b>City of Bedford, Texas</b>
Project Location	<b>Tennis Drive (1300-1500 Blocks)</b>

Place an "X" in the appropriate response. If compliance response is other than "Not Applicable" please indicate needed requirement and any additional information.

Area of Statutory or Regulatory Compliance	Not Applicable to this project	Consultation Required	Review Required	Permits Required	Determination of Consistency Approvals, Permits Obtained	Conditions and/or Mitigation Actions Required	Provide Compliance Documentation. Additional material may be attached.
Historic Properties	X						
Flood Plain	X						
Wetlands	X						Tarrant County, Texas does not contain any protected wetlands. US Dept. of Interior National Wetlands Inventory, 1992, Map.
Coastal Zone Management	X						Tarrant County, Texas is not located along a coastal area. Map on File.
Sole-Source Aquifers	X						Edwards Aquifer is the only sole source aquifer exchange zone in Texas. This Aquifer is not located in Tarrant County, Texas. Map on file.
Endangered Species	X						
Wild and Scenic River	X						No wild and scenic rivers are located in Tarrant County, Texas. Map on file.
Air Quality	X						
Farmlands Protection	X						
<b>Manmade Hazards:</b>							
Thermal/Explosive	X						
Noise	X						
Airport Clear Zones	X						
Toxic Sites	X						
Solid Waste	X						
Environmental Justice	X						

## **EXHIBIT "A"**

### **Project Description:**

Water line replacement and related services and facilities will take place at the following location:

### **41st Year Project**

**Tennis Drive -- Bedford-Eules Road north to the S.H. 183 eastbound frontage road**

The approximate length of this water line is 2,020 lineal feet. There will be nine (9) connections to this water line and all fire hydrants will be removed and replaced with new fire hydrants.

## **EXHIBIT "B"**

### **Service Area Description:**

The service area impacted by the proposed water line replacement project encompasses the following streets:

**1136.07 / 01**

### **Tennis Drive Water Line Replacement Project:**

Tennis Drive -- (Bedford-Eules Road north to S.H. 185 eastbound frontage road)

Oakhurst Drive -- (S.H. 183 south and west to the Hurst/Bedford City limits)

Sunnyvale Terrace -- (Oakhurst Drive west to the Hurst/Bedford City limits)

Hayes Lane -- (Oakhurst Drive west to the Hurst/Bedford City limits)

Woodview Terrace -- (Oakhurst Drive west to the Hurst/Bedford City limits)

All private streets in two (2) apartment complexes on the west side of Tennis Drive -- The Courts of Bedford and Toscana Villas.

The water line improvements in this service area will improve the water quality and service to 352 apartment units and 36 homes on these streets.

## **EXHIBIT "D"**

### **Financial Need Explanation:**

The City of Bedford has limited funds for public works construction projects due to the struggling economy, utility relocations necessitated by the recent NTE roadway construction, and resulting shrinking sales tax revenues from both.

The budgeted funds from bond sales available for water and sewer rehabilitation are limited as they have already been committed to other projects within the City, including the NTE utility relocations. The City, therefore, will have limited additional funds available for participating in the construction of this project should the final project cost exceed the funding available from HUD for this project. Therefore, the project will be designed in such a way that sufficient deductive alternates will be placed in the Bid Proposal in the contract documents so the maximum amount of water lines can be rehabilitated for the monies that are available from HUD.

By receiving CDBG funding, the City will be able to provide greatly improved water service to the citizens in this area as well as improving the environment by reducing the amount of disruption to local residents in this neighborhood for the ever-increasing volume of water line breaks and revitalizing the City infrastructure with environmentally safe water pipe material .

## **EXHIBIT “E”**

### **Environmental and Neighborhood Conditions:**

The project area is fully developed and is approximately 40-45 years old and contains 68.08% low-moderate income residents. The line proposed for this project is in need of replacement due to aging conditions and the resulting increase in water main breaks along this line.

This water rehabilitation project will greatly improve the quality (volume and pressure) of water service to the neighborhoods as the cast iron line is being replaced with PVC pipe. Also the environment in this area will be improved by the major reduction in disrupted water service to residents, which is created by frequent construction activities due to the large number of water main breaks being experienced on this water line.

Adverse environmental conditions in the neighborhood will also be mitigated by constructing the new water line by the open-cut method (i.e. minor disruption of the street by narrow area of removal and replacement of the asphalt pavement).

There are no sensitive habitats in the project area in which construction will occur.

The only nuisance during the project construction will be traffic delays due to partial blocking of streets and street intersections during the construction of the water line in the street. This nuisance will be temporary and very minor in nature.



CITY OF  
**BEDFORD**  
TEXAS

January 5, 2014

Fort Worth Star Telegram  
Attention: Christina Lopez  
Deliver to T24  
400 W. 7<sup>th</sup> Street  
Fort Worth, TX 76012

VIA E-Mail  
[clopez@star-telegram.com](mailto:clopez@star-telegram.com)  
VIA FAX: 817-390-7220

**RE COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC HEARING NOTICE**

Please publish the following in your Sunday, January 11, 2015 and Sunday, January 18, 2015 editions of the Fort Worth Star-Telegram. Publisher's affidavit is requested.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE BEDFORD CITY COUNCIL AT THE MEETING ON TUESDAY, JANUARY 27, 2015 AT 2000 FOREST RIDGE DRIVE, BEDFORD, TEXAS IN THE CITY COUNCIL CHAMBERS.

THE CITY OF BEDFORD WILL HOLD A PUBLIC HEARING CONCERNING THE WATER LINE IMPROVEMENTS IN THE 1300-1500 BLOCKS OF TENNIS DRIVE FROM BEDFORD ROAD NORTHERLY TO THE EASTBOUND FRONTAGE ROAD OF S.H. 183. THE APPROXIMATE LENGTH OF THIS WATER LINE IS 2,020 LINEAR FEET. THE PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON TUESDAY, JANUARY 27, 2015. THE CITY COUNCIL MEETS AT CITY HALL, BUILDING A, 2000 FOREST RIDGE DRIVE, BEDFORD, TEXAS. FOR FURTHER INFORMATION, PLEASE CONTACT THE CITY OF BEDFORD PUBLIC WORKS DEPARTMENT AT (817) 952-2200.

**Advertisement dates:**

January 11, 2015 & January 18, 2015

If you have any questions please do not hesitate to contact me.

Patrice Kleypas  
Public Works Department

Operator: Patrice Kleypas, (817) 952-2231  
FAX Number: (817) 952-2240



# Council Agenda Background

**PRESENTER:** Thomas L. Hoover, P.E.  
Public Works Director

**DATE:** 01/27/15

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Waste Partners Environmental, Inc. in the amount of \$42,990 for the Fiscal Year 2014-15 Street Sweeping Program.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On December 11, 2014, the City was given notice of termination of the existing street sweeping contract due to a corporate decision from Flagship Holding to stop providing street sweeping services. This contract would have expired in August of 2015. After review by the City Attorney, Flagship Sweeping Services was granted an early termination of the contract.

A new street sweeping bid was advertised in December of 2014. In addition to the advertisement, prior vendors that submitted bids were informed of the upcoming bid opening for the Street Sweeping Program. The bid opening took place on January 7, 2015. Waste Partners Environmental, Inc. submitted the only bid in the amount of \$42,990. The budgeted amount for Fiscal Year 2014-15 is \$45,750.

The proposed street sweeping program contract is of a larger scope than the previous years. The proposed contract contains more linear feet of roadway, plus sweeping the roadway in the medians between arterial and collector streets. All three Fire Stations are included in the contract to be swept six times per year. This will help eliminate debris from the fire trucks entering the storm drains. The contract also calls for sweeping the Public Works Service Center 52 times per year due to the large amount of debris from the maintenance repair vehicles.

Waste Partners Environmental Inc., d.b.a. Mr. Dirt of Texas, is the same company as Sweeping Services of Texas – Operating, LP. They successfully fulfilled the 2011-2013 Street Sweeping Program contract. They currently hold four contracts with different divisions of TxDOT and six neighboring cities. They were the street sweeping contractor for the North Tarrant Express Project. If the contract is approved, the residential sweeping will take place shortly after the contract documents are fully executed. Funding would come from the Fiscal Year 2014-15 Stormwater Budget for Contract Labor.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Waste Partners Environmental, Inc. in the amount of \$42,990 for the Fiscal Year 2014-15 Street Sweeping Program.

**FISCAL IMPACT:**

Fiscal Year 2014-15 Stormwater  
Contract Labor Budget: \$45,750  
Project Cost: \$42,990  
Difference: \$2,760

**ATTACHMENTS:**

Resolution  
Bid Tab

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WASTE PARTNERS ENVIRONMENTAL, INC. IN THE AMOUNT OF \$42,990 FOR THE FISCAL YEAR 2014-15 STREET SWEEPING PROGRAM.

WHEREAS, the City Council of Bedford, Texas has determined that the need for street sweeping to help the City's Storm Water Pollution Prevention Program, by preventing debris from entering the storm drains for the protection of the water supply, is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council hereby authorizes the City Manager to enter into a contract with Waste Partners Environmental, Inc. in the amount of \$42,990 for the Fiscal Year 2014-15 Street Sweeping Program.

SECTION 3. That funding will come from the Fiscal Year 2014-15 Stormwater Contract Labor Budget.

PRESENTED AND PASSED this 27<sup>th</sup> day of January, 2015 by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stan Lowry City Attorney

2015 SREET SWEEPING PROGRAM  
BID REFERENCE NUMBER: SW-15-01

BID TABULATION REPORT

CITY OF BEDFORD, TEXAS

PROJECT DESCRIPTION: 2015 Street Sweeping Program

BID REFERENCE NUMBER: SW-15-01

BID DATE: January 7, 2015

BID TIME: 2:00 p.m.

Waste Partners Enviornmental Services

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	FREQUENCY	PRICE PER SWEEP	TOTAL COST
1	Arterial/Collector Streets	113 Curb Miles	X 6	\$2,825.00	\$16,950.00
2	Residential Streets	286 Curb Miles	X 1	\$18,590.00	\$18,590.00
3	Public Works Service Center	Per Sweep	X 52	\$100.00	\$5,200.00
4	Fire Station Number 1	Per Sweep	X 6	\$125.00	\$750.00
5	Fire Station Number 2	Per Sweep	X 6	\$125.00	\$750.00
6	First Station Number 3	Per Sweep	X 6	\$125.00	\$750.00
					\$42,990.00



# Council Agenda Background

**PRESENTER:** Thomas L. Hoover, P.E.  
Public Works Director

**DATE:** 01/27/15

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$51,360 for the design services for the reconstruction of Gregory Avenue.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

In September of 2014, Public Works staff received a request to repair the street from a citizen who lives in the 900 block of Gregory Avenue. The citizen was unable to back out of the driveway without damaging vehicles due to grade change in the street. Upon inspection, the street was found to have developed a large crown similar to Dora Street, which was recently reconstructed.

The engineering firm of Baird, Hampton & Brown, Inc., (BHB) was called to evaluate the conditions on Gregory Avenue, from W. Pipeline Road 1,150 feet north to Gettysburg Place, and to develop a budgetary Opinion of Probable Construction Cost (OPC), including the design fee. In the summary, BHB verified the pronounced crown, and noted linear cracking as evidenced by excessive amounts of crack seal visible in the 2007, 2009, and 2013 aerials. The summary also noted that the existing cast iron water line that was installed in 1960 would need to be replaced.

The entire reconstruction of Gregory Avenue estimated OPC is \$575,000 and is broken down as follows:

- \$100,000 for Water Improvements
- \$370,000 for Roadway Improvements
- \$53,640 for Miscellaneous Services
- \$51,360 for Professional Services

The proposed project consists of replacing the asphalt pavement with concrete pavement, plus new valley gutters where appropriate for proper drainage. The six inch water line would be replaced with a new eight inch PVC water line. All water service lines, water meters and boxes would be replaced. The report showed that they would not need to extend the storm drain system along Gregory Avenue, as it was found to be adequate.

BHB's recent work for the City includes the reconstruction of Dora Street. The proposed Professional Services Contract in the amount of \$51,360 for the reconstruction of Gregory Avenue would be paid from the SIEDC Funds for Contract Labor in the amount of \$37,669 and the FY 2014-15 Utility Maintenance and the SIEDC Funds for Contract Labor in the amount of \$13,691. This project was approved by the Street Improvement Economic Development Corporation at their meeting on January 20, 2015.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$51,360 for the design services for the reconstruction of Gregory Avenue.

**FISCAL IMPACT:**

<b>FY 2014-15 Utility Maintenance</b>	
<b>Fund:</b>	<b>\$1,358,837.22</b>
<b>Total Project Cost</b>	<b>\$51,360.00</b>
<b>Project Cost Utility Maintenance</b>	<b>\$13,691.00</b>
<b>Balance:</b>	<b>\$1,345,146.22</b>
<b>4B Budget:</b>	<b>\$1,643,500.00</b>
<b>Project Cost:</b>	<b>\$37,669.00</b>
<b>Balance:</b>	<b>\$1,605,831.00</b>

**ATTACHMENTS:**

**Resolution**  
**BHB Contract**  
**Map**

RESOLUTION NO. 15-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH BAIRD, HAMPTON & BROWN, INC. IN THE AMOUNT OF \$51,360 FOR THE DESIGN SERVICES FOR THE RECONSTRUCTION OF GREGORY AVENUE.**

**WHEREAS, the City Council of Bedford, Texas has determined that funding for professional services for the design work associated with of the reconstruction of Gregory Avenue and the aging water line is necessary for the health and safety of its citizens; and,**

**WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.**

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

**SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.**

**SECTION 2. That the City Council does hereby authorize the City Manager to enter into a Professional Services Contract with Baird, Hampton & Brown, Inc. in the amount of \$51,360 for the design services for the reconstruction of Gregory Avenue.**

**SECTION 3. That funding will come from the FY 2014-15 Utility Maintenance Fund and the SIEDC Funds for Contract Labor.**

**PRESENTED AND PASSED this 27<sup>th</sup> day of January, 2015, by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Griffin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry City Attorney**

**AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN THE  
CITY of BEDFORD  
AND  
BAIRD, HAMPTON & BROWN, INC.  
Engineering & Surveying**

**I.**

This Agreement is executed by and between the **City of Bedford, a municipal corporation located at 2000 Forest Ridge, Bedford, TX 76021 in Tarrant County, Texas**, acting by and through **Beverly Griffith**, its duly authorized City Manager (hereinafter called "CITY"), and **Baird, Hampton & Brown, Inc.** a Texas corporation, located at **4550 SH 360, Suite 180, Grapevine, TX**, acting by and through **Konstantine Bakintas, PE**; its duly authorized Principal (hereinafter called "ENGINEER").

**WITNESSETH**, that CITY desires professional engineering services in connection with the **Reconstruction of Gregory Avenue**.

**NOW, THEREFORE**, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**II. PROJECT**

In this Agreement, the "PROJECT" means the engineering design of the **Reconstruction of Gregory Avenue** in accordance with the Public Works Design Criteria, applicable CITY codes, regulations and standards. The limits of the PROJECT are **generally from W. Pipeline Road at the South end, to Gettysburg Place on the North end**.

**III. BASIC AGREEMENT**

ENGINEER is an independent contractor and undertakes and agrees to perform professional engineering services in connection with the PROJECT, as stated in the sections to follow. It is understood and agreed that ENGINEER is not and will not by virtue of this contract be deemed to be an agent or employee of CITY and that CITY will not be entitled to direct the performance by ENGINEER's employees or subcontractors of the tasks contemplated by this contract. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VIII: "Compensation" and Exhibit F: "Compensation".

#### **IV. SCOPE OF ENGINEER'S SERVICES**

ENGINEER shall render the professional services necessary for development of the PROJECT, as detailed in Exhibit A: "Basic Engineering Services", and in accordance with the schedule in Exhibit B: "Project Schedule"; said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth Metroplex area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

#### **V. SPECIAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement.

#### **VI. ADDITIONAL ENGINEERING SERVICES**

The CITY will pay the ENGINEER for Additional Engineering Services as indicated in Exhibit D: "Additional Engineering Services", attached hereto and made a part of this Agreement.

#### **VII. CITY PROVIDED INFORMATION/SERVICES**

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

#### **VIII. COMPENSATION**

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. Total payments, excluding reimbursable expenses, to ENGINEER by CITY for services shall not exceed Fifty One Thousand Three Hundred and Sixty (\$51,360) Dollars.
- C. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

## **IX. OWNERSHIP OF DOCUMENTS**

All completed or partially completed evaluations, reports, surveys, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described in this Agreement.

## **X. INDEMNITY**

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY CITY, PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents

## **XI. INSURANCE**

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. ENGINEER shall provide a Certificate of Insurance verifying coverage:

- A. Worker's Compensation Insurance
- B. Comprehensive General Liability and Bodily Injury
- C. Comprehensive Automobile Liability
- D. Professional Liability

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

## **XII. ARBITRATION**

No arbitration arising out of or relating to this Agreement shall occur without both parties' written approval.

## **XIII. TERMINATION AND SUSPENSION**

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.
- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination; the amount paid shall not exceed the amount appropriate for the percentage of work completed.

## **XIV. SUCCESSORS AND ASSIGNS**

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

## **XV. AUTHORIZATION, PROGRESS, AND COMPLETION**

CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

## **XVI. SUBCONTRACTS**

ENGINEER shall be entitled, only if approved by CITY, to subcontract a portion of the services to be performed by ENGINEER under this Agreement.

## **XVII. RIGHT TO AUDIT**

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

## **XVIII. EXHIBITS**

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

Exhibit "A"	Basic Engineering Services Attachment "A-1" Engineer's Estimate of Probable Construction Cost
Exhibit "B"	Project Schedule Attachment "B-1" Detailed Project Schedule
Exhibit "C"	Special Engineering Services
Exhibit "D"	Additional Engineering Services
Exhibit "E"	CITY Provided Information/Services
Exhibit "F"	Professional Services Compensation Attachment "F-1" Professional Services Man-Hour Effort - Fees
Exhibit "G"	Conflict of Interest Questionnaire

## **XIX. MISCELLANEOUS**

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

B. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER:

Baird, Hampton & Brown, Inc.  
Attn: Konstantine Bakintas  
4550 SH 360, Suite 180  
Grapevine, TX 76051

If to CITY:

City of Bedford  
Attn: Thomas Hoover, PE  
1813 Reliance Parkway  
Bedford, TX 76021

C. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF BEDFORD  
(CITY)

BAIRD, HAMPTON & BROWN, INC.  
(ENGINEER)

By: \_\_\_\_\_  
Beverly Griffith, City Manager

By:  \_\_\_\_\_  
Konstantine Bakintas, PE, Principal

Date: \_\_\_\_\_

Date: 12-5-14 \_\_\_\_\_

Attest: \_\_\_\_\_  
City Secretary

**EXHIBIT A**

**BASIC ENGINEERING SERVICES  
FOR  
RECONSTRUCTION OF GREGORY AVENUE**

**Gregory Avenue (from W. Pipeline Road, 1,150-ft north to Gettysburg Place) has a pronounced crown, and exhibits significant linear cracking, as evidenced by crack seal visible in the 2007, 2009 and 2013 aerials. The existing east and west curb & gutter are in fair condition with a few sags; however, the west curb & gutter appears to have settled and rolled in several areas.**

**Record drawings document the existing water line is made of cast iron and was installed in 1960; therefore this water line will be replaced as part of this reconstruction project. The sanitary sewer line is not located within the public right-of-way, but was installed within easements at the back of the residential lots.**

**The roadway slopes from north to south; with the west right-of-way line being higher than the east. The southern 50-ft of the roadway has been reconstructed with concrete; and includes 15-ft curb inlets at both the east and west curb lines.**

**This project consists of the complete reconstruction of Gregory Avenue, from E. Pipeline Road, 1,150 linear feet northward to Gettysburg Place. The reconstruction includes removal and replacement of the existing concrete curbs, gutters, driveways, valley gutters and asphaltic pavement. Work will be confined to within the available 50-foot Right-of-Way.**

**The reconstructed roadway shall be of concrete, measure 30-ft in width from face of curb to face of curb, and be provided with a 5-inch crown where possible. The reconstruction is anticipated to extend just past the intersections and include valley gutters, where appropriate, for proper drainage.**

**In addition, the existing 6-inch water line, extending from W. Pipeline Road, 1,150-ft north to Gettysburg Place, will be replaced with a new 8-inch water line in the west parkway. All service lines and meter boxes, within the project limits, will also be replaced.**

**The scope of work for BASIC Engineering Services involves a Concept Design and Project Plans, Specifications and Estimates for the reconstruction of Gregory Avenue, from W. Pipeline Road, northward to Gettysburg Place.**

## I. GENERAL

### A. Design Meetings

1. The ENGINEER will meet with the CITY's staff during the Concept (30%), Preliminary (65%) and Final Plan (95%) phases of the PROJECT.
2. The ENGINEER, if requested, will assist the CITY's staff in a meeting with property owners during the Preliminary phase of the PROJECT.

### B. Project Management, Administration and Coordination

1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
2. Supervision of Subconsultants

The ENGINEER will establish a work program and schedule for each subconsultant, if any, at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.

### C. Data Collection

1. The ENGINEER will collect, compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the design of the PROJECT.
2. Texas One Call (DigTess) will be notified prior to beginning the survey. Utilities identified by paint or pin flags on the ground will be included in the survey data collected.
3. A location map/schematic will be provided with the Concept Report to the affected utility companies. These plans will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.

4. The ENGINEER will solicit Record/As-Built Drawings and/or future plans for the following facilities in the PROJECT area:
  - i. Roadways
  - ii. Water Lines
  - iii. Sanitary Sewer Lines
  - iv. Storm Drain Lines
  - v. Telephone Underground and/or Overhead Lines
  - vi. Electric Underground and/or Overhead Lines
  - vii. Natural Gas Lines
5. The ENGINEER will identify potential utility conflicts and provide this information to utility companies at the Preliminary Plans phase.

## **II. CONCEPT DESIGN REPORT**

### **A. Roadway & Utilities**

1. Existing and Proposed roadway cross-section dimensions and pavement cross-sections will be described.
2. Drainage area maps will be prepared using available contour maps. Sub-drainage areas will be determined, along with the zoning and future land use. The expected runoff from the fully developed watershed will be calculated in accordance with City drainage criteria.
3. Roadway and Right-of-Way capacity will be determined at various locations within the project limits.
4. Schematic design of a public storm drainage system will be described.
5. Existing and Proposed public water and sanitary sewer improvements will be described.

### **B. Quantities and Cost Estimate**

1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

### **C. Submit Concept Report for Review**

1. Submit two (2) sets of the concept report for CITY review.
2. Submit concept report to utility companies for review and noting of their facilities.

## **III. PLANS, SPECS & ESTIMATES**

### **A. Prepare Preliminary (65%) Design Plans**

1. Incorporate CITY review comments and directives from the Concept Report.
  2. Prepare Roadway Plans and Profiles
  3. Develop Water & Sanitary Sewer layouts
  4. Update Quantities and Cost Estimate
  5. Submit three (3) sets of plans and estimates for CITY review
  6. Attend project review meeting with CITY
- B. Prepare Final (95%) Design Plans
1. Incorporate CITY review comments and directives from the Preliminary Plans submittal.
  2. Further develop Roadway Plan and Profiles
  3. Complete Water and Sanitary Sewer Plans and Profiles
  4. Develop Roadway Cross-Sections
  5. Prepare Construction Details
  6. Prepare Project Specification and Contract Documents
  7. Update Quantities and Cost Estimate
  8. Submit three (3) sets for CITY review
  9. Submit Preliminary Plans to utility companies for coordination and adjustment of their lines as necessary.
  10. Attend project review meeting with CITY
  11. Hold Neighborhood Meeting to inform affected property owners
- C. Prepare Final Bid Documents
1. Incorporate CITY review comments and directives from the Final (95%) Design plans.
  2. Provide final plans, specifications, and cost estimates
  3. Submit two (2) sets of final bid documents for CITY review, approval and bidding.

#### **IV. CONSTRUCTION PHASE**

- A. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement in an official publication. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The CITY shall be responsible for dispersing all plans and specifications from its office to prospective bidders.

- B. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and recommend to the CITY the proper action on all proposals received.
- C. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- D. Represent the CITY in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention.

This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve periodic, exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

- E. Consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders, if required
- F. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- G. Review monthly and final estimates for payments to Contractor, and furnish to the CITY any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers. Verification of pay quantities shall be provided by the CITY.
- H. Conduct, in company with the Contractor and the CITY, a final inspection of the PROJECT for conformance with the design concept of the PROJECT

and compliance with the Contract Documents; and approve in writing final payment to the Contractors.

- I. Prepare Record Drawings, with the assistance of the CITY's Resident PROJECT Representative, to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit three (3) printed sets of Record Drawings and one set of electronic files in pdf format, to the CITY.

**BUDGETARY**  
**OPINION OF PROBABLE CONSTRUCTION COST**  
**Gregory Avenue**  
 Roadway Reconstruction (W. Pipeline Rd. to Gettysburg Place)  
 Water Improvements (W. Pipeline Rd. to Gettysburg Place)  
**1,150 LF of 30-ft Wide Residential Roadway**  
 City of Bedford, Texas  
**21-Nov-14**

**Water Improvements**

Item no.	Item Description	Water Line Replacement from W. Pipeline to Gettysburg Place			
		Quantity	Unit	Unit Cost	Amount
1	Temporary 2" Water Service Line & Appurtenances	1	LS	\$ 4,500	\$ 4,500
2	8" PVC Water Line	1,150	LF	\$ 30	\$ 34,500
3	Trench Safety for Water Line Depth >5'	288	LF	\$ 3	\$ 863
4	8" Gate Valve with Appurtenances	3	EA	\$ 950	\$ 2,850
5	6" Gate Valve with Appurtenances	2	EA	\$ 800	\$ 1,600
6	6" PVC Water Line (Fire Hydrant Lead & at Connections)	20	LF	\$ 28	\$ 560
7	Fire Hydrant Complete-In-Place	2	EA	\$ 2,750	\$ 5,500
8	Cast Iron / Ductile Iron Fittings	1.00	TON	\$ 5,000	\$ 5,000
9	Construct Concrete Collar at Valve Box	5	EA	\$ 100	\$ 500
10	1" Water Service Tap on Main	29	EA	\$ 350	\$ 10,150
11	1" Type 'K' Copper Residential Water Service Line	725	LF	\$ 18	\$ 13,050
12	Provide & Install Water Meter Box	29	EA	\$ 175	\$ 5,075
13	Adjust (±Half) Private Water Service Line (by Plumber)	145	LF	\$ 25	\$ 3,625
14	6" Permanent Asphaltic Pavement Repair	120	SF	\$ 6.00	\$ 720

Water Improvements Sub-Total \$ 88,493

Contingency 13.0% \$ 11,508

**Water Improvements Sub-Total \$ 100,000**

**Roadway Improvements**

Item no.	Item Description	Roadway Reconstruction from W. Pipeline to Gettysburg Place			
		Quantity	Unit	Unit Cost	Amount
1	Project Designation Sign	2	EA	\$ 500	\$ 1,000
2	Implement and Maintain Erosion Control Measures	1	LS	\$ 3,500	\$ 3,500
3	Implement and Maintain Traffic Control	1	LS	\$ 2,500	\$ 2,500
4	Sawcut Existing Asphalt Pavement at Intersecting Streets	125	LF	\$ 2.50	\$ 313
5	Sawcut, Demolish, Remove & Dispose Exist Concrete Curb & Gutter	2,300	LF	\$ 3	\$ 6,900
6	Sawcut, Demolish, Remove & Dispose Exist Driveway Approach	6,550	SF	\$ 3	\$ 19,650
7	Sawcut, Demolish, Remove & Dispose Exist Concrete Sidewalk	600	SF	\$ 2	\$ 1,200
8	Unclassified Roadway Excavation (Earthwork)	567	CY	\$ 12	\$ 6,804
9	Unclassified Roadway Excavation (Haul Off)	1,137	CY	\$ 16	\$ 18,192
10	8" TXI Cem-Lime Stabilized Subgrade	4,217	SY	\$ 3.50	\$ 14,760
11	TXI Cem-Lime for Subgrade Stabilization (at 40 Lbs/SY)	84	TON	\$ 150	\$ 12,651
12	Construct 6" Reinforced Concrete Pavement (Measured from Back of Curb to Back of Curb, Including Valley Gutters)	3,961	SY	\$ 32	\$ 126,752
13	Construct 6" Tall Attached or Monolithic Curb	2,300	LF	\$ 5	\$ 11,500
14	Construct 5" Reinforced Concrete Driveway Approach in Parkway	6,550	SF	\$ 6	\$ 39,300
15	Demolish & Reconstruct 5" Reinforced Concrete Driveway Approach on Private Property	655	SF	\$ 5	\$ 3,275
16	Construct 4" Reinforced Concrete Sidewalk	600	SF	\$ 5	\$ 3,000
17	Adjust Fire Hydrant to Finished Grade	2	EA	\$ 300	\$ 600

**BUDGETARY**  
**OPINION OF PROBABLE CONSTRUCTION COST**  
**Gregory Avenue**  
 Roadway Reconstruction (W. Pipeline Rd. to Gettysburg Place)  
 Water Improvements (W. Pipeline Rd. to Gettysburg Place)  
**1,150 LF of 30-ft Wide Residential Roadway**  
 City of Bedford, Texas  
 21-Nov-14

**Roadway Improvements**

Item no.	Item Description	Roadway Reconstruction from W. Pipeline to Gettysburg Place			
		Quantity	Unit	Unit Cost	Amount
18	Adjust Water Valve Box to Finished Grade	5	EA	\$ 225	\$ 1,125
19	Adjust Water Meter Box	29	EA	\$ 50	\$ 1,450
20	4" Thick Top Soil Backfill in Parkway	284	CY	\$ 16	\$ 4,544
21	Solid Sod in Parkway	2,555	SY	\$ 5	\$ 12,775
22	6" Permanent Asphaltic Pavement Repair	1,200	SF	\$ 6.00	\$ 7,200
23	Remove & Replace Post Mounted Street Sign and/or Stop Sign	5	EA	\$ 150	\$ 750
24	Miscellaneous Utility Adjustments - Pre Bid Amount	1	LS	\$ 15,000	\$ 15,000
25	Construction Change Order Contingency - Pre Bid Amount	1	LS	\$ 15,000	\$ 15,000
Pavement & Drainage Improvements Sub-Total					\$ 329,740
Contingency 12.2%					\$ 40,260
<b>Roadway Improvements Sub-Total</b>					<b>\$ 370,000</b>

**Water & Roadway Improvements Construction Total \$ 470,000**

**Miscellaneous & Professional Services**

Item no.	Item Description	Quantity	Unit	Unit Cost	Amount
	Topographic Surveying Services	1	LS	1.2%	\$ 5,640
	Geotechnical Investigation (pre-design pavement bores)	1	LS	0.5%	\$ 2,350
	Engineering - Concept Report, Preliminary & Final Plans	1	LS	8.5%	\$ 39,950
	Engineering - Bidding & Limited Construction Support Services	1	LS	1.2%	\$ 5,640
	Pre-Construction Geotechnical Investigation	1	LS	0.5%	\$ 2,350
	Construction Materials and Compaction Testing	1	LS	5.0%	\$ 23,500
	City Inspection Fees	1	LS	4.0%	\$ 18,800
Miscellaneous & Professional Services Sub-Total					\$ 98,230
6.9%					\$ 6,770
<b>Miscellaneous &amp; Professional Services Total</b>					<b>\$ 105,000</b>

**GREGORY AVENUE RECONSTRUCTION PROJECT TOTAL \$ 575,000**

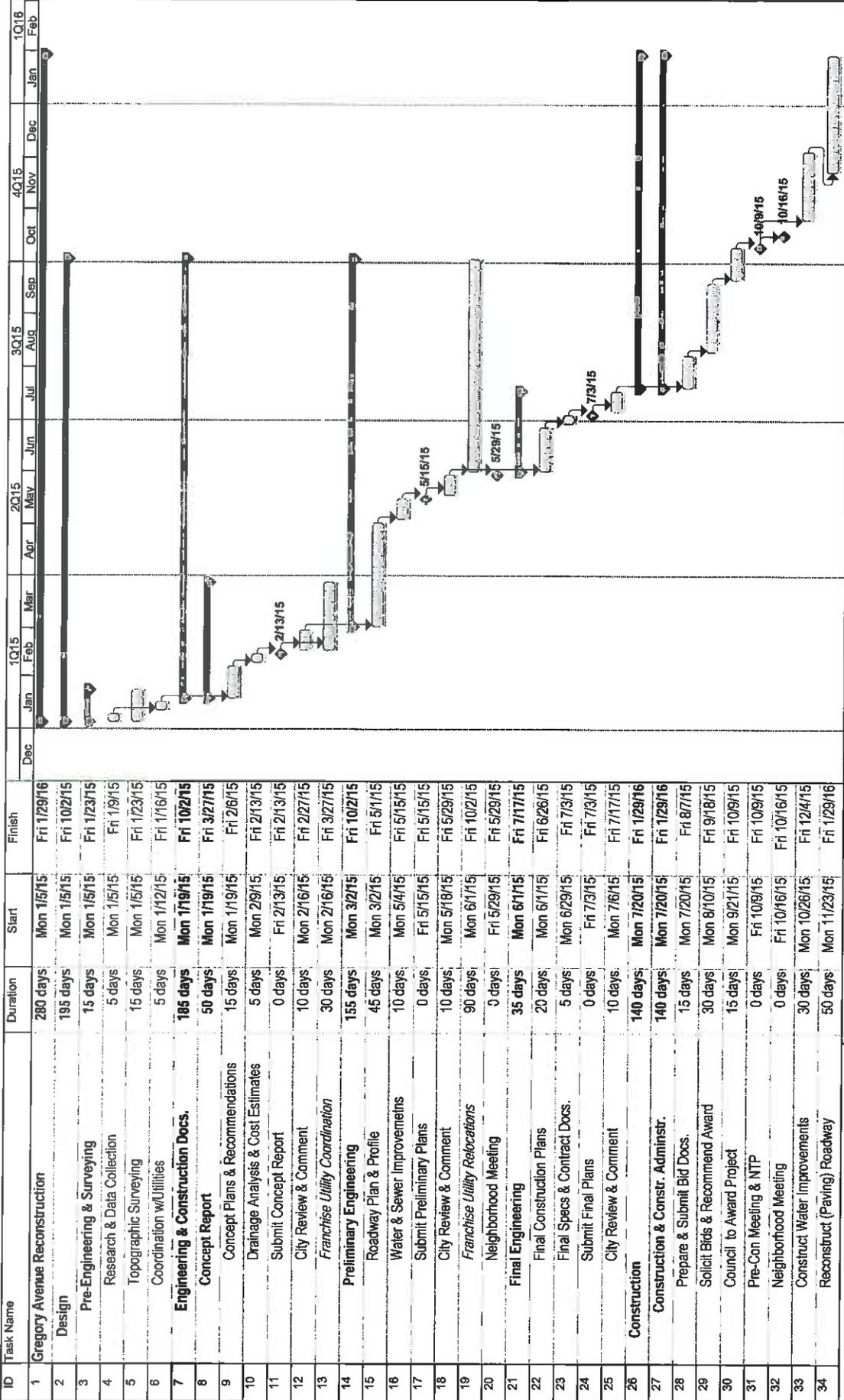
**EXHIBIT B**  
**PROJECT SCHEDULE**  
**FOR**  
**RECONSTRUCTION OF GREGORY AVENUE**

**PROJECT SCHEDULE**

A detailed Project Schedule, which includes surveying, engineering, bidding and construction, has been prepared and enclosed herewith. The schedule has been prepared with assumptions as to the responsiveness of the franchise utility companies and the timeliness of city reviews. The schedule may be summarized as follows:

Pre-Engineering & Surveying	15 working days
Concept Report Phase	50 " "
Preliminary Engineering Plans	155 " "
Final Construction Plans	35 " "
Bid & Award	60 " "
Construction	<u>70 working days</u>
Total Project Schedule	280 working days from 01/05/15 thru 01/29/16

**Attachment "B-1" PROJECT SCHEDULE**  
**BHB Engineering & Surveying**  
 4550 SH 360, Suite 180, Grapevine, Texas 76051  
 Tel 817-251-8550, www.bhbinc.com  
**GREGORY AVENUE RECONSTRUCTION**



Task Legend:   
 Summary: [Bar with arrow]   
 Rolled Up Progress: [Bar with arrow]   
 External Tasks: [Bar with arrow]   
 Project Summary: [Bar with arrow]   
 External Milestone: [Bar with arrow]

Task Legend:   
 Summary: [Bar with arrow]   
 Rolled Up Task: [Bar with arrow]   
 Rolled Up Split: [Bar with arrow]   
 Rolled Up Milestone: [Bar with arrow]

Project: Gregory Avenue Reconstruction  
 BHB No 05.714.00

Gregory Avenue Reconstruction

**EXHIBIT C**

**SPECIAL ENGINEERING SERVICES  
FOR  
RECONSTRUCTION OF GREGORY AVENUE**

The scope of work for SPECIAL Engineering Services involves providing the necessary Topographic Surveying for the engineering design of the roadway reconstruction. The scope of work for the Special Engineering Services is more generally described as follows:

**I. SURVEYING**

**A. Establish Survey Control**

Establish survey control along the project roadway as necessary. These control points will be established based on and tied to established CITY horizontal and vertical control points. The horizontal control for the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation, if available. Control points will be established using GPS and/or conventional surveying methods.

**B. Surveying for Engineering Design**

Perform necessary surveying operations for the complete design of the project as outlined in this Scope of Services. Surveying shall include the following:

- a. Locate Public ROW or easement and topographically survey visible surface features within 15-feet either side of the ROW or easement. Locate property corners sufficient to determine location of ROW or easement and any platted easements that are within or crossing the project limits.
- b. Topographic survey will include:

- 1. CONCRETE FLAT WORK
- 2. CONCRETE CURB & GUTTER
- 3. PAVEMENT (STREET AND DRIVEWAY)
- 4. LEAD WALKS
- 5. MAIL BOXES
- 6. UTILITY POLES
- 7. SIGN POSTS
- 8. WATER VALVE BOX LIDS
- 9. MANHOLE LIDS & FLOWLINES
- 10. MANHOLE INVERTS
- 11. FIRE HYDRANTS

- 12. CURB INLET CORNERS
- 13. CURB INLET INVERTS
- 14. TREES (4-inches and larger)
- 15. FENCES / WALLS / DECKS
- 16. ALL MARKED UTILITIES

c. Record elevation data at visible break lines and at a minimum of every 50 feet.

### C. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the limits of the PROJECT will be surveyed as noted above. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction.

## II. GEOTECHNICAL ENGINEERING

### A. ROADWAY PAVEMENT CORES

CITY shall provide ENGINEER with a minimum of one pavement core per approximately 500 linear feet of roadway, documenting the existing roadway pavement (i.e. 2-inches of asphalt on 6-inches of crushed limestone base). ENGINEER shall recommend location of proposed cores.

CITY shall provide ENGINEER with preferred roadway pavement cross-section, identifying sub-base, base course and surface course; as well as subgrade modification as necessary. ENGINEER shall incorporate CITY provided pavement cross-section into the design and construction documents for the roadway reconstruction.

## EXHIBIT D

### ADDITIONAL ENGINEERING SERVICES FOR RECONSTRUCTION OF GREGORY AVENUE

- I. **ADDITIONAL Engineering Services**, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
  
- II. **ADDITIONAL Engineering Services** not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
  
- III. **ADDITIONAL Engineering services** in connection with the PROJECT and described above, and including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement, will be provided at the following rates:

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Management, Principal	\$ 195.00	/hr	Land Surveying Services, Senior RPLS	\$ 135.00	/hr
Project Management	\$ 150.00	/hr	Land Surveying Services, RPLS	\$ 110.00	/hr
Engineering, Senior PE	\$ 135.00	/hr	CAD/Technical Survey Services, Senior Tech.	\$ 95.00	/hr
Landscape Architecture Services	\$ 100.00	/hr	CAD/Technical Survey Services	\$ 85.00	/hr
Engineering Services - PE	\$ 100.00	/hr	Land Surveying Research	\$ 85.00	/hr
Engineering Services - EIT	\$ 85.00	/hr	Field Surveying w/Robotics - 1 Person Crew	\$ 110.00	/hr
Design Services, Senior Designer	\$ 95.00	/hr	Field Surveying w/Robotics - 2 Person Crew	\$ 140.00	/hr
Design Services by Designer	\$ 85.00	/hr	Field Surveying w/GPS - 1 Person Crew	\$ 135.00	/hr
CAD/Drafting Services	\$ 65.00	/hr	Field Surveying w/GPS - 2 Person Crew	\$ 155.00	/hr
GIS Technical Services	\$ 55.00	/hr	Field Surveying w/GPS - 3 Person Crew	\$ 175.00	/hr
Clerical Services	\$ 50.00	/hr			

**EXHIBIT E**

**CITY PROVIDED INFORMATION/SERVICES  
FOR  
RECONSTRUCTION OF GREGORY AVENUE**

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I. Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II. Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III. Provide any available As-Built plans for existing water and sanitary sewer mains, if available.
- IV. Assist the ENGINEER, as necessary, in obtaining any required data and information from local utility companies.
- V. Provide standard details, specifications, and contract documents in digital format.
- VI. Provide ENGINEER with a minimum of one pavement core per approximately 500 linear feet of roadway, documenting the existing roadway pavement (i.e. 2-inches of asphalt on 6-inches of crushed limestone base). ENGINEER shall recommend location of proposed cores.
- VII. Provide ENGINEER with preferred roadway pavement cross-section, identifying sub-base, base course and surface course; as well as subgrade modification as necessary. ENGINEER shall incorporate CITY provided pavement cross-section into the design and construction documents for the roadway reconstruction.
- VIII. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-Of-Way, if/when required.
- IX. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

**EXHIBIT F**  
**COMPENSATION**  
**FOR**  
**RECONSTRUCTION OF GREGORY AVENUE**

**I. COMPENSATION**

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive, the compensation hereinafter set forth for the Design and Construction Phases of the work and additionally for Special Engineering Services and/or Additional Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's office.

- A. Compensation for the Basic Engineering Services (Concept Report, Plans, Specs & Estimates and limited Construction Support Services) shall be a lump sum fee of \$45,730

The Design phase portion of the Basic Engineering Services shall be computed at 90% of the total Basic Services Charge; and the Construction phase portion of the Basic Engineering Services shall be computed at 10% of the total Basic Engineering Services Charge.

Payment for the Design phase portion of the Basic Engineering Services shall be due in monthly installments in the proportion to that part of the services in the Design phase which have been accomplished. Final payment for services authorized in the Design phase shall be due at the completion of these services.

Payment for the Construction phase of the Basic Engineering Services shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates. Upon completion of all work authorized in the Construction phase, the ENGINEER will be paid the remainder of the charge for this phase.

- B. Compensation for Special Engineering Services not covered by the Basic Engineering Services provided herein above shall be as follows:

Design Surveys: Lump Sum Fee of \$5,630.00

Direct Costs (Printing, Reproduction, etc.)

Copies: \$0.10/Page, Bond Prints: \$1.00/Sheet  
 Plots (Bond or Mylar): \$10.00/Each  
 Other Direct Costs: Costs time a multiplier of 1.10

C. Compensation for Additional Engineering Services not covered by Basic Engineering Services or Special Engineering Services provided herein shall be as follows:

1. For all of ENGINEER's personnel time applied to the Additional Engineering Services and not itemized above, the following hourly rates shall be used:

ENGINEERING & LANDSCAPE ARCHITECTURE			LAND SURVEYING SERVICES		
Engineering & Management, Principal	\$ 195.00	/hr	Land Surveying Services, Senior RPLS	\$ 135.00	/hr
Project Management	\$ 150.00	/hr	Land Surveying Services, RPLS	\$ 110.00	/hr
Engineering, Senior PE	\$ 135.00	/hr	CAD/Technical Survey Services, Senior Tech.	\$ 95.00	/hr
Landscape Architecture Services	\$ 100.00	/hr	CAD/Technical Survey Services	\$ 85.00	/hr
Engineering Services - PE	\$ 100.00	/hr	Land Surveying Research	\$ 85.00	/hr
Engineering Services - EIT	\$ 85.00	/hr	Field Surveying w/Robotics - 1 Person Crew	\$ 110.00	/hr
Design Services, Senior Designer	\$ 95.00	/hr	Field Surveying w/Robotics - 2 Person Crew	\$ 140.00	/hr
Design Services by Designer	\$ 85.00	/hr	Field Surveying w/GPS - 1 Person Crew	\$ 135.00	/hr
CAD/Drafting Services	\$ 65.00	/hr	Field Surveying w/GPS - 2 Person Crew	\$ 155.00	/hr
GIS Technical Services	\$ 55.00	/hr	Field Surveying w/GPS - 3 Person Crew	\$ 175.00	/hr
Clerical Services	\$ 50.00	/hr			

2. For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses at invoice or internal office cost times a multiplier of 1.10.

Payments to the ENGINEER for authorized Additional Engineering Services will be due monthly, upon presentation of monthly statement by the ENGINEER for such services.

**II. PAYMENT**

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement, and shall be in proportion to the percent completion of the total work. Invoices will be prepared in a format approved by the CITY; and are due and payable on receipt.

Attachment "F-1"  
**PROFESSIONAL SERVICES FEES: Item / Task Description & Estimated Man-Hour Effort**  
**RECONSTRUCTION of GREGORY AVENUE**  
**from W. Pipeline Road, 1,150 Feet Northward to Gettysburg Place**  
**Water & Roadway Improvements**

Item / Task Description	Project Manager (Hrs)	Project Engineer (Hrs)	Engineering CADD/Tech (Hrs)	Project Surveyor (Hrs)	Survey Field Crew (Hrs)	Survey CADD/Tech (Hrs)	Clerical (Hrs)	Amount (\$)
<b>Concept Design Report</b>								<b>\$ 11,870</b>
Retrieve & Review Record Drawings	1	6	2					965
Roadway Cross-Section & Pavement	2	4	4					1,130
Drainage Analysis & Recommendations	4	12	6					2,490
Water Line Improvements	1	8	6					1,505
Opinion of Probable Construction Cost	1	8	4					1,335
Prepare and Submit Concept Report	4	12	4				4	2,520
Coordinate w/Franchise Utilities	1	8	4					1,335
Concept Report Review Conference	2	2						590
Subtotal =	16	60	30	0	0	0	4	
<b>Surveying Services</b>								<b>\$ 5,630</b>
Topographic Surveying	0.5	1		2	16	16		3,938
Right-of-Way Mapping				2	2	4		830
Set Project Control Points	0.5	1		1	2	1		663
Right-of-Entry Documents		1					2	200
Subtotal =	1	3	0	5	20	21	2	
<b>Plans, Specs &amp; Estimates (Preliminary &amp; Final)</b>								<b>\$ 28,390</b>
Geometric Layout & Control	2	8	16					2,550
Roadway Plan & Profile	6	24	24					5,610
Roadway Cross-Sections	2	4	12					1,810
Drainage Area Map & Analysis	4	16	12					3,400
Drainage Improvements	1	4	8					1,275
Water Line Improvements	4	8	12					2,600
Roadway & Paving Details	1	6	8					1,475
Utility & Miscellaneous Details	1	6	8					1,475
Construction Cost Estimates	2	12	8					2,270
Technical Specifications	2	4					2	890
Contract Documents	4	8					4	1,780
Coordinate w/Franchise Utilities	1	8	8				2	1,775
Submittal & Review Meetings	4	6					2	1,480
Subtotal =	34	114	116	0	0	0	10	
<b>Construction Administration &amp; Support Services</b>								<b>\$ 5,470</b>
Prepare Bid Documents	1	4	4					935
Bid Project & Tabulate Results	1	4					2	695
Pre-Con Mtg. & Final Inspections	6	8						1,970
Limited Constr. Admin. Support	2	8	8					1,870
Subtotal =	9	20	8	0	0	0	2	
<b>Total for Professional Services</b>	<b>60</b>	<b>197</b>	<b>154</b>	<b>5</b>	<b>20</b>	<b>21</b>	<b>18</b>	<b>\$ 51,360</b>

**EXHIBIT G**

**CONFLICT OF INTEREST QUESTIONNAIRE  
FOR  
RECONSTRUCTION OF GREGORY AVENUE**

[Conflict of Interest Questionnaire is on the following 2 pages.]

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of person doing business with local governmental entity.  
Konstantine Bakintas, PE

**2**  Check this box if you are filing an update to a previous filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES  NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

YES  NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES  NO

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

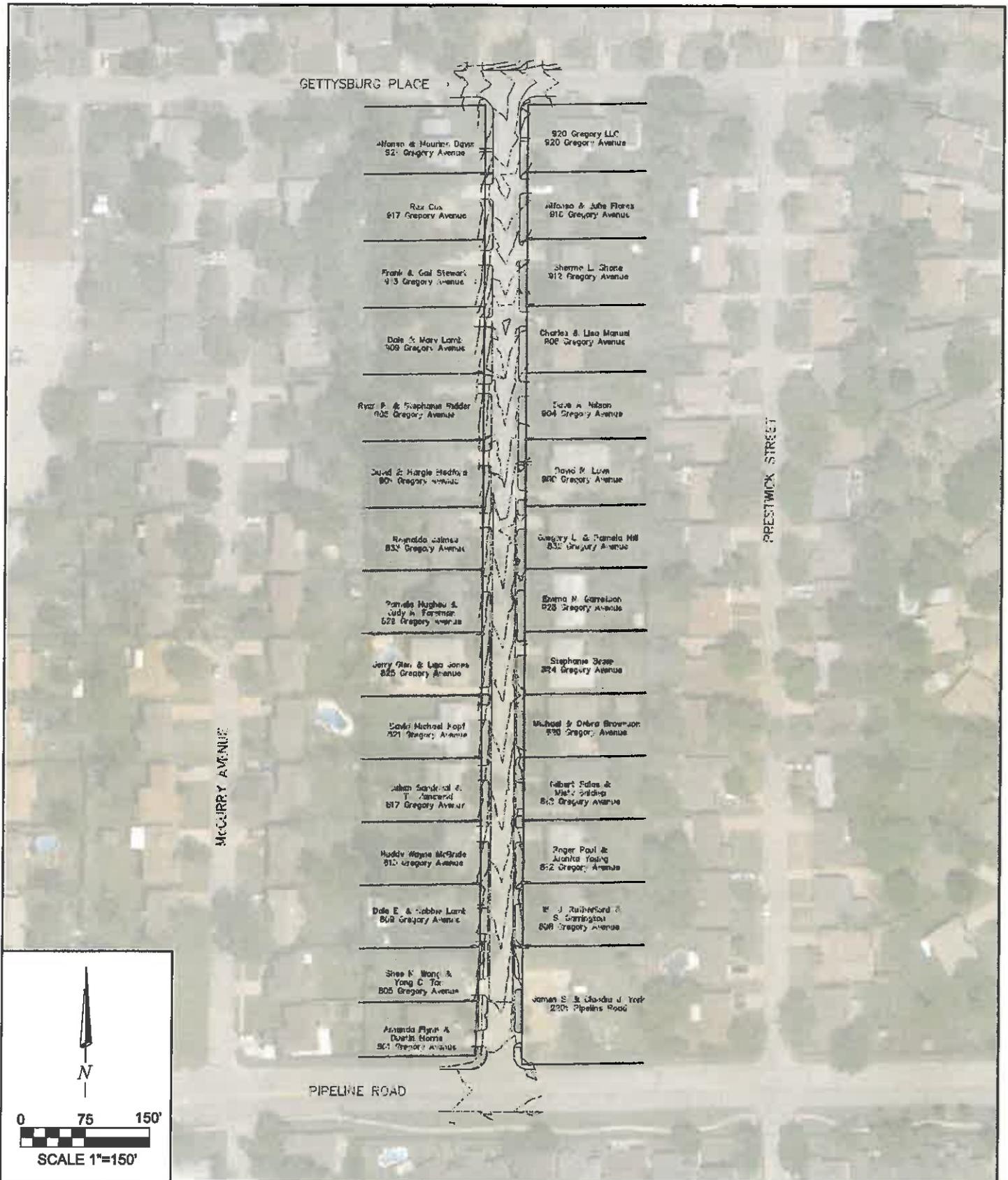
NONE

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 01/13/2006



**B** City of Bedford - Public Works Department  
1813 Reliance Parkway  
Bedford, TX 76021  
Tel: (817) 952-2136

**BHB** Baird, Hampton & Brown, Inc.  
Engineering & Surveying  
4550 S.H. 360 P.O. 180, Grapevine, TX 76051 Tel: (817)251-8550 Fax: (817)251-8810 www.bhbinc.com  
TYPE FIRM #44 TSP15 FIRM #1221382

**EXHIBIT**  
**PROPOSED RECONSTRUCTION**

**GREGORY AVENUE**  
**FROM PIPELINE RD TO GETTYSBURG PLACE**  
**BEDFORD, TX**

DATE: NOVEMBER 18, 2014  
DB: BHB

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KONSTANTINE BAKINTAS, P.E. TX No. 67022. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

BHS PROJECT NO:  
**14.728.000**



## Gregory Avenue Street Reconstruction



\*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.





# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 01/27/15

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 9, 2015 for the purpose of electing the Mayor, Place 1 and Place 2 to the Bedford City Council.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

This resolution is to order the General Election to be held on May 9, 2015 to elect the Mayor and two City Council members, Place 1 and Place 2, to be filled for a term of three years or until their successors are duly elected and qualified. Pursuant to Section 3.005(c)(2) of the Texas Election Code, a city must order its election no later than the 71st day before Election Day, which this year falls on Friday, February 27. The main early voting location in Bedford is the Public Library, though voters can vote at any Tarrant County Early Voting Location. Election Day voting will be held at the Pat May Center.

A runoff election, if necessary, ensuing from the May 9, 2015 General Election will be held Saturday, June 13, 2015. Early voting for a runoff would be held at the Library; however, due to renovations at the Pat May Center during the summer, Election Day voting for the runoff would be held at the Boys Ranch Activity Center.

As in the past and per state law, staff recommends that this election be held jointly and administered by the Tarrant County Elections Administration. This has proven to be the most cost effective and efficient way to hold elections. The exact cost of the election is not known at this time and will depend on how many entities end up contracting with the County. Generally, the County will send a cost estimate in April with a finalized total being sent in August.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 9, 2015 for the purpose of electing the Mayor and Place 1 and Place 2 to the Bedford City Council.

**FISCAL IMPACT:**

The total estimated cost for this election is approximately \$10,000. This item was budgeted and approved in the FY 2014-2015 budget.

**ATTACHMENTS:**

Resolution  
Election Calendar

RESOLUTION NO. 15-

A RESOLUTION CALLING FOR THE GENERAL ELECTION OF CITY OFFICERS FOR THE CITY OF BEDFORD, TEXAS FOR MAY 9, 2015; AUTHORIZING A JOINT CONTRACT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; AND ESTABLISHING THE DATES AND TIMES FOR EARLY VOTING FOR SUCH ELECTION.

WHEREAS, the regular election for the City Council of the City of Bedford, Texas as set forth by the Charter and by the Texas Election Code is required to be held on May 9, 2015, at which time the voters will elect persons to fill the offices of the Mayor and City Council Place 1 and Place 2; and,

WHEREAS, the City Council of Bedford, Texas desires to conduct joint elections pursuant to the provisions of the Texas Election Code, and as established in a joint election agreement and contract for election services with the Tarrant County Election Administrator.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That unless one or more of the entities qualify under provisions of the Texas Election Code to cancel their election, the City of Bedford shall hold a joint election, per the aforesaid joint election agreement and contract for election services on Saturday, May 9, 2015 for the purposes of electing members of the Bedford City Council.

SECTION 3. That the election is hereby called to elect persons to fill the offices of the Mayor and two (2) Bedford City Council Members for Place 1 and Place 2 to serve until May 2018 or until their successors are duly elected and qualified. Such election shall be held at the Pat May Center, 1849-B Central Drive, Bedford, Texas, between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 9, 2015.

SECTION 4. That qualified persons may file for a place on the ballot by filing an application in the Office of the City Secretary during regular business hours from 8:00 a.m. to 5:00 p.m. each weekday, beginning Wednesday, January 28, 2015 and continuing until 5:00 p.m. on Friday, February 27, 2015.

SECTION 5. That the Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas, 76111 is hereby appointed as Early Voting Clerk and Michael Wells, City of Bedford City Secretary, 2000 Forest Ridge Drive, Bedford, Texas, 76021, shall serve as the Deputy Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business on Thursday, April 30, 2015 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attn: Early Voting Clerk).

SECTION 6. That early voting by personal appearance shall be conducted at the County's Main Early Voting polling location: 2700 Premier Street, Fort Worth, Texas, 76111. Branch offices for early voting by personal appearance shall be established as outlined in the election agreement with Tarrant County. The branch early voting location to be located within the City of Bedford is the Bedford Public Library, 2424 Forest Ridge Drive.

Early voting by personal appearance will begin on Monday, April 27, 2015 and will end on Tuesday, May 5, 2015. Hours designated for early voting by personal appearance shall be as set forth below:

April 27 – May 1	Monday – Friday	8:00 a.m. – 5:00 p.m.
May 2	Saturday	7:00 a.m. – 7:00 p.m.
May 3	Sunday	11:00 a.m. – 4:00 p.m.
May 4 – May 5	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board shall be appointed and designated in accordance with the provisions of the election agreement with the Tarrant County Elections Administrator.

SECTION 7. That all resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct

**RESOLUTION NO. 15-**

in which they reside. This election shall be held and conducted in accordance with the aforesaid election agreement, election laws of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, the Charter of the City of Bedford, and as may be required by law. All election materials and proceedings shall be printed in both English and Spanish.

**SECTION 8.** That combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. The County's voting equipment will be utilized for this election.

**SECTION 9.** That the Election Judge and officers for each polling place and the Early Voting Ballot Board shall be appointed in accordance with the provisions of the election agreement for the conducting of the election on the aforesaid election date with Tarrant County.

**SECTION 10.** That the Mayor is authorized to execute the aforesaid election agreement for and on behalf of the City.

**SECTION 11.** That the expenses of the joint election shall be borne as outlined in the election agreement with Tarrant County.

**PRESENTED AND PASSED** this 27th day of January, 2015 by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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**Jim Griffin, Mayor**

**ATTEST:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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**Stan Lowry, City Attorney**



# Important Dates for Candidates City of Bedford General Election – May 9, 2015



<b>Wed., January 28, 2015</b>	First day to file an application for a place on the ballot.
<b>Fri., February 27, 2015</b>	Deadline to file an application for a place on the ballot (Must be received in the City Secretary's Office by 5:00 p.m.)
<b>Wed., March 4, 2015</b>	Last day for a candidate to withdraw application for a place on the ballot. (Withdrawal of candidacy form must be received in the City Secretary's Office by 5:00 p.m.)
<b>Mon., March 9, 2015</b>	Drawing for place on the ballot at 5:00 p.m. in City Hall, Council Chambers (Date subject to change – all candidates will be notified if change is made)
<b>Thurs., April 9, 2015</b>	Last day to register to vote in order to be able to vote in May 9, 2015 election.  1st report of candidate/officeholder campaign finance report due. (This is the 30-day prior to Election Day report.)
<b>Mon., April 27, 2015</b>	Early voting by personal appearance begins.
<b>Thurs., April 30, 2015</b>	Last day to receive applications for early voting ballots to be voted by mail.
<b>Fri., May 1, 2015</b>	2nd report of candidate/officeholder campaign finance report due. (This is the 8-day prior to Election Day report.)
<b>Tues., May 5, 2015</b>	Last day to vote early by personal appearance.
<b>Sat., May 9, 2015</b>	<b>***ELECTION DAY*** 7:00 a.m. to 7:00 p.m. (Vote at Pat May Center ONLY)</b>
<b>May 12-20, 2015</b>	Official dates within which to canvass election returns and administer oaths of office for newly elected officials; unless runoff election is necessary. (Candidates will be notified of specific canvassing date following Election Day.)
<b>June 1– July 6, 2015</b>	<b>Possible Period for Runoff Election</b> (Eligible candidates will be notified of specific dates for runoff election)
<b>July 15, 2015 &amp; January 15, 2016</b>	Last day for timely filing of semi-annual report of contributions and expenditures from campaigns.