

AMENDED AGENDA

**Special Session of the Bedford City Council
Tuesday, May 19, 2020 at 5:30 p.m.
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Bedford City Council will conduct its special session scheduled at 5:30 p.m. on Tuesday, May 19, 2020, at City Hall by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19). There will be no public access to the location described above. Residents interested in the work session can watch it live on the City’s website at <https://bedfordtx.gov/250/City-Council-Meetings-Online> or tune in to channels 16 (Spectrum) or 99 (AT&T).

The agenda packet and meeting information are posted online at <https://bedfordtx.gov/AgendaCenter/City-Council-2>. You may provide written comments on specific agenda items prior to the meeting by filling out the Comment Form at <https://bedfordtx.gov/FormCenter/City-Council-11/City-Council-Meeting-Sign-Up-Form-51>, emailing citysecretary@bedfordtx.gov or calling 817-952-2104. You may also use the Comment Form to sign up to speak on specific agenda items during the meeting by phone. You must provide a valid phone number and you will be called during the meeting at the appropriate time. All comments and requests to speak need to be received by 3:00 p.m. the day of the meeting.

CALL TO ORDER

SPECIAL SESSION

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 Special 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 Special 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.)*

- 1. Consider a resolution authorizing the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.**
- 2. Consider a resolution authorizing the Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000. (Amended Item)**
- 3. Receive a report on recent Public Works activities for Fiscal Year 2018-2019.**
- 4. Presentation on the 2020 mosquito control program.**
- 5. Update on Generations Park/CNTR: 100% Design Documents.**

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: Saturday, May 16, 2020 at 5:30 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations 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 citysecretary@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

PRESENTER: Meg Jakubik, C.G.F.O.,
Strategic Services Manager

DATE: 05/19/20

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

City Attorney Review: Yes

SUMMARY:

This item is to approve an Interlocal Agreement with Tarrant County for the City to accept its share of the funding allocated for the support of local partners from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The funding is based on the population number as published by the North Central Texas Council of Governments (NCTCOG) at a rate of \$55 per capita. This funding must be utilized for eligible expenses as outlined in the CARES Act.

BACKGROUND:

Tarrant County has received federal funding under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Citizens of municipalities located within the County are also citizens of Tarrant County. With the exception of the City of Fort Worth, no municipalities located in whole or in part in Tarrant County received CARES Act funding.

Tarrant County staff has reached out to City staff indicating their intention to include support of local partners as one strategy for responding to the impact of Coronavirus Disease 2019 (COVID-19) on communities. The purpose of the Direct Costs Program is to assist eligible municipalities within Tarrant County with direct COVID-19 expenditures with the intention of being financially ready to address new challenges that may lie ahead as part of the COVID-19 emergency. This is an authorized use of CARES Act funding.

This funding only covers expenditures made by municipalities between March 1, 2020 and 11:59 PM December 30, 2020. The expenditure must have been or must be for the purpose of addressing or responding to the COVID-19 emergency; and the expenditure must not have already been budgeted for as of March 27, 2020 from municipal funds.

Tarrant County Commissioners approved the distribution of CARES Act funding to city partners that did not receive a direct distribution on May 12, 2020. The total funding available will be allocated between each eligible municipality based on its population within the County as determined by NCTCOG for 2019 at a rate of \$55 per capita. The attached Interlocal Agreement (ILA) outlines the distribution amount to Bedford, along with the obligations of the City relating to the use of Municipal Funds.

Each eligible municipality receiving an allocation under the Direct Costs Program may use their Municipal Funds for reimbursing the municipality for COVID-19 expenditures already paid and incurred, and for expenditures to assist it with the ongoing responses to COVID-19 as detailed in an ILA with the municipality. Examples of eligible COVID-19 post 3/1/2020 expenditures include, but are not limited to, past and ongoing sanitation, COVID-19 testing, past or ongoing acquisitions of

personal protective equipment (PPE) for employees, overtime related to COVID-19, employee time dedicated to fielding and answering COVID-19 calls rather than handling their normal work, and preparing for the future re-emergence of COVID-19 by purchasing and stocking PPE and sanitation supplies, and other expenditures recoverable by municipalities as described in the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments.

Each municipality receiving Municipal Funds shall be required to document and justify that each disbursement of Municipal Funds was an eligible expenditure under its ILA with the County and the CARES Act.

Prior to receiving, and as a condition to receiving, any Municipal Funds, each municipality must enter into an interlocal cooperation agreement with the County which incorporates the terms of the Direct Costs Program and provides for other matters. If the County, in its sole discretion, determines that a municipality has breached its ILA with the County, then the County may declare the ILA to be in default, and it may require the return and repayment to the County of the remaining balance of the Municipal Funds, including any reimbursements for ineligible expenditures.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

FISCAL IMPACT:

\$55 per capita allocation for eligible expenses
NCTCOG 2019 Estimate – 48,810
Bedford Allocation - \$2,684,550

ATTACHMENTS:

Resolution
Interlocal Agreement
Letter from Tarrant County

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR SUPPORT OF LOCAL PARTNERS FUNDING FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT.

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and,

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the Tarrant County, respectively; and,

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act ("CARES ACT") providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and,

WHEREAS, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and,

WHEREAS, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County ("Direct Costs Program"); and,

WHEREAS, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 48,810; and,

WHEREAS, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

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

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

SECTION 2. That the City Council does hereby authorize the Interim City Manager to enter into an Interlocal Agreement with Tarrant County for support of local partners funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act.

PRESENTED AND PASSED this 19th day of May, 2020, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a special meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL DIRECT EXPENSE FUNDING**

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Tarrant County, Texas (the “County”) and the City of Bedford, Texas (the “City”) and shall be effective on the date that the signature of the last party is affixed. The County and the City have reviewed the Agreement, and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and the COUNTY, respectively; and

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“CARES ACT”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

WHEREAS, the COUNTY has received CARES Act funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES Act funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“Direct Costs Program”); and

WHEREAS, the 2019 population of the City that resides in Tarrant County, as reported by the North Central Texas Council of Governments, is 48,810; and

WHEREAS, assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the County and City agree to the following:

1. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of TWO MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$2,684,550) of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. If Municipal Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below for COVID-19 expenditures already paid and incurred, and for expenditures to assist the City with its ongoing responses to COVID-19 as detailed in the CARES ACT.

2. Use of Municipal Funds. The City may use its Municipal Funds to reimburse itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist with its ongoing response to COVID-19 as detailed in the CARES ACT, the Direct Costs Program, the U.S. Department of Treasury’s Coronavirus Relief Fund (“CRF”) Guidance for State, Territorial, Local, and Tribal Governments, and this Agreement. It is the responsibility of the City to remain informed of and act in accordance with all updates or amendments to CARES ACT and U.S. Department of Treasury CRF Guidance.

3. City's Obligations relating to its Use of the Municipal Funds. The City agrees to:
- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures related to the COVID-19 emergency;
 - b) reimburse and return to the Municipal Funds account within thirty days of notice by County any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City's Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
 - c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Costs Program;
 - d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
 - e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
 - f) by November 1, 2020, provide to the County a report of all funds the City determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at County's discretion;
 - g) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
 - h) acknowledge and recognize that the source of these Municipal Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
 - i) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

4. Reports. The City shall provide to the County, within thirty (30) days of award, a Proposed Budget for use of the funds. The City shall also provide expenditure reports starting 60 days after award and continuing for every 30-day period until December 31, 2020.

5. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

6. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the

CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department.

7. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

8. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.

9. No Assignment. The City may not assign this Agreement.

10. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.

11. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

12. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

13. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

TARRANT COUNTY, TEXAS

CITY OF BEDFORD, TEXAS

By: _____
B. Glen Whitley, County Judge

By: _____
City's Authorized Signatory

Date

Printed Name

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

**CERTIFICATION OF
AVAILABLE FUNDS \$ _____**

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TARRANT COUNTY COMMISSIONERS COURT

G. K. MAENIUS
COUNTY ADMINISTRATOR

May 18, 2020

To Our City Partners:

On May 12, 2020, the Tarrant County Commissioners Court approved the distribution of CARES Act Coronavirus Relief Funds (CRF) to our city partners who did not get a direct CRF distribution. As you are aware, the State of Texas decided not to provide a direct CRF funds distribution for municipalities within Tarrant County. Many cities in Texas will receive a direct distribution of \$55 per capita from the State.

Using the state's distribution guidelines, the Commissioners Court approved a \$55 per capita municipal CRF funds distribution method for the portion of each city's population residing in Tarrant County with the exception of Fort Worth. We used 2019 NCTCOG population data that includes split cities information. The County will distribute \$61,308,720 to our non-direct distribution cities.

A signed interlocal agreement, budget of proposed expenditures, and regular expenditure reporting will be required from each city in order to receive CRF distribution. The County retains the responsibility of overseeing the proper usage of CRF funds. The funds may be used for expenses the city incurred directly or may incur due to the COVID-19 pandemic. Updated CRF guidance is made available frequently on the U.S. Treasury website.

Along with this letter, I am including the following items:

- an interlocal agreement for your city to execute;
- CRF guidance based on questions received from Tarrant County cities; and
- CRF guidance and FAQ documents from the U.S. Treasury, available as of the date of this letter.

Please execute three (3) originals of the interlocal agreement and return it to my office. Once we receive the agreement, we will have the Commissioners Court execute it.

If you need additional information, please contact us.

Sincerely,

G.K. Maenius
County Administrator



Council Agenda Background

PRESENTER: Sean Fay, Fire Chief

DATE: 05/19/20

Council Mission Area: Provide a safe and friendly community environment.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000.

City Attorney Review: N/A

SUMMARY:

This item is to request to purchase services and goods for the purpose of testing “at-risk” facilities in Bedford as defined and requested by the State of Texas in an effort to control community spread of COVID-19. The contracted services are for test kits, personal protective equipment (PPE) and personnel services to conduct the testing as requested by the State of Texas. The request is an emergency purchase in an amount not to exceed \$85,000.

BACKGROUND:

On May 11, 2020, Governor Greg Abbott directed that 100 percent of staff and residents in Texas “At-Risk” facilities be tested for COVID-19, in accordance with White House guidance. “At-Risk” facilities have been defined as Nursing Homes, Assisted Living Facilities, other Long-Term Care Facilities, Jails, Prisons, and Meat Packaging facilities. These locations are suspected “hot spots” for the spread of COVID-19. On May 13, 2020, the Director of the Texas Department of Emergency Management (TDEM), Chief Nim Kidd, directed all regulated Texas Fire Departments to carry out the first phase of testing of all “At-Risk” facilities in the State. The first phase focuses exclusively on nursing homes. This request was made through the Texas Commission of Fire Protection (TCFP) with a deadline of May 25, 2020. TDEM, the Department of State Health Services (DSHS) and the Texas Health and Human Services Commission (HHSC) immediately began working toward supporting this implementation. The proper authority has been granted to all Texas Fire Chiefs to secure this testing. Chief Kid personally committed to the quick reimbursement of all costs associated with this request.

Because testing for COVID-19 in “At-Risk” facilities is beyond the scope of normal operations for the Bedford Fire Department, and because the Department does not possess the needed testing supplies or the requisite PPE, alternate methods of meeting this request were evaluated. The Bedford Fire Department has coordinated with the Hurst and Euless Fire Departments to jointly secure a third-party service to complete the testing as requested. The Hurst, Euless and Bedford Fire Departments have secured the services of with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for covid-19 testing services in an amount not to exceed \$85,000.

FISCAL IMPACT:

FY 2019-2020 General Fund \$85,000
(Authorized for reimbursememnt by the State of
Texas)

ATTACHMENTS:

Resolution
Agreement

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH TEXACARE URGENT CARE, PLLC FOR COVID-19 TESTING SERVICES IN AN AMOUNT NOT TO EXCEED \$85,000.

WHEREAS, on May 11, 2020, Governor Greg Abbott directed that 100 percent of staff and residents in Texas “At-Risk” facilities be tested for COVID-19, in accordance with White House guidance; and,

WHEREAS, on May 13, 2020, the Director of the Texas Department of Emergency Management (TDEM), Chief Nim Kidd, directed all regulated Texas Fire Departments to carry out the first phase of testing of all “At-Risk” facilities in the State; and,

WHEREAS, testing for COVID-19 in “At-Risk” facilities is beyond the scope of normal operations for the Bedford Fire Department, and because the Department does not possess the needed testing supplies or the requisite personal protective equipment; and,

WHEREAS, the City Council believes entering into at third-party agreement with Texacare Urgent Care, PLLC for COVID-19 testing services is necessary for the health and safety of the citizens of Bedford.

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 Interim City Manager to enter into a contract with Texacare Urgent Care, PLLC for COVID-19 testing services in an amount not to exceed \$85,000.

SECTION 3. That the expenses for this contract will be paid form the FY 2019-2020 General Fund, to be reimbursed by the State of Texas.

PRESENTED AND PASSED this 19th day of May 2020, by a vote of ___ ayes, ___ nays and ___ abstentions, at a special meeting of the City Council of the City of Bedford, Texas.

Michael Boyter, Mayor

ATTEST:

Michael Wells, City Secretary

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”), effective as of April 24, 2020 (the “Effective Date”), is entered into by and [The City of Hurst, The City of Bedford, and the City of Euless] (“Collectively referred to as the “Company”), and Texacare Urgent Care, PLLC dba University Urgent Care (“Service Provider”). Company and Service Provider are referred to herein individually as a “Party” and collectively, as the “Parties.”

Recitals

WHEREAS, Service Provider provides certain specimen intake, collection and logistic services;
and

WHEREAS, Company desires to obtain such services from Service Provider and Service Provider desires to provide certain services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Terms of Engagement. Company engages Service Provider, and Service Provider accepts such engagement, to provide to Company and perform all of the services set forth in Exhibit A, which is attached hereto and incorporated herein (the “Services”).

2. Status of Service Provider. Each Party hereto shall be, and at all times will remain, an independent contractor and will not represent itself to be the agent, joint venture or partner of the other Party or related to such Party. No representations will be made or acts done by either Party which would establish any apparent relationship of agency, joint venture or partnership. Nothing herein is intended or may be construed to create any employer/employee relationship between Company and Service Provider. Company shall not withhold on behalf of Service Provider any sums for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental authority relating to amounts paid to Service Provider, all of which shall be the sole responsibility of Service Provider, nor shall Company make available to Service Provider any of the additional benefits afforded to employees of Company. The Parties agree that Company shall not have and shall not exercise any control or direction over the manner or method by which Service Provider provides the Services. The provisions of this Section shall survive termination of this Agreement.

3. Compensation.

3.1 Services Fee. As consideration for the Services provided by Service Provider pursuant to this Agreement, Company shall pay Service Provider in accordance with Exhibit A. Service Provider acknowledges that Company may file with the Internal Revenue Service the federal tax reporting Form 1099 reflecting the amounts paid to Service Provider under this Agreement during each calendar year. Service Provider will be responsible for any income or social security tax owing on such amounts.

4. Representations of the Parties. Each Party hereto represents and warrants to the other that it has been duly organized and is validly existing and in good standing under the laws of the state of its formation with full power to own its properties and to conduct its business under the laws of said state.

As of the Effective Date, neither Party is excluded from participation from any federally or state-funded health care program, including Medicare and Medicaid (each, a “Program”). If a Party becomes excluded from any Program, then that Party shall immediately deliver notice to the other Party and the other Party may elect by notice to terminate this Agreement.

5. Term and Termination.

5.1 Term; Termination. This Agreement shall have an initial term of one (1) year, which commences as of the Effective Date, subject to earlier termination as hereinafter provided (the “Term”). This Agreement may be terminated by either Party, with or without cause, upon written notice to the other Party.

5.2 Effects of Termination. Upon any termination of this Agreement, neither Party shall have any further rights against, or obligation to, the other Party, except with respect to any rights or obligations accruing prior to the date and time of termination, and any obligations, promises, or agreements, which expressly extend beyond the termination, including, but not limited to, the continuing obligations provided for in this Agreement regarding responsibility and confidentiality.

6. Confidentiality.

6.1 Confidential Information. The Parties agree not to directly or indirectly, use, publish, disseminate, distribute or otherwise disclose any Confidential Information of the other; *provided, however*, that any Party may disclose Confidential Information of the other: (a) with the other’s prior written consent; (b) to their respective affiliates, members, directors, managers, officers, employees, auditors, counsel, and subcontractors; (c) as may be required by any governmental authority, provided that the applicable Party gives notice of such requirement to the other Party; (d) as may be required in respect to an summons or subpoena or in connection with any litigation or other judicial process; (e) for any purpose necessary to fulfill such Party’s obligation under this Agreement; and (f) in order to comply with any applicable law, order, regulation, or ruling. The term “Confidential Information” means any confidential or proprietary information of either Party or specific information related to the operation of the Party’s business, including, but not limited to, notes, reports, studies, records, data, policies, documents, correspondence, files, patient information and similar material and information owned by the Party or used in the course of its business and received by a Party in connection with this Agreement; *provided, however*, Confidential Information shall not include information (i) already known by the recipient Party without an obligation of confidentiality, (ii) publicly known or which becomes publicly known through no act of the recipient Party in violation of this Agreement, (iii) rightfully received by the recipient Party from a third party without an obligation of confidentiality to the disclosing Party or any other Party, or (iv) independently developed by the recipient Party without use of the other’s Confidential Information. Upon termination of this Agreement, or at any time upon the request of a Party, the other Party hereto will promptly, after receipt of written notice, deliver to the requesting Party all documents, data, and other information in its possession that contains Confidential Information of the other Party or make such other reasonable disposition thereof as the other Party may direct.

6.2 Remedies. The Parties acknowledge and agree that the restrictions set forth in this Section 6 are reasonable and necessary to protect each Party’s legitimate interest and that each Party would not have entered into this Agreement in the absence of such restrictions. The Parties further agree that the violation of this Section 6 will result in irreparable injury to the applicable Party, and that such Party’s remedy at law for any violation or threatened violation of this Section 6 will be inadequate and that in the event of any such breach or threatened breach, the Party, in addition to any other remedies or damages available to it at law or in equity, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course and permanent injunctive relief without the

necessity of proving actual damages or posting bond. Section 6 survives the termination of this Agreement.

7. Insurance and Indemnification.

7.1 Insurance. The Parties hereto acknowledge and understand that the Parties will not be covered by the other Party's insurance policies. The Parties represent and warrant that each shall at all times carry its own liability insurance at levels reasonably adequate given the nature of the Party's business.

7.2 No Guaranty of Results. SERVICE PROVIDER MAKES NO GUARANTEES AS TO THE ACCURACY OR RESULTS OF ANY LABORATORY TESTING PERFORMED BY A THIRD PARTY RELATED TO THE SERVICES PROVIDED HEREIN.

7.3 No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

8. Regulatory Compliance.

8.1 Compliance with Legal Requirements. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal law. The Parties hereby acknowledge and agree that no benefits to the Parties hereunder require or are in any way contingent upon the recommendation, referral, or any other arrangement for the provision of any item or service offered by Service Provider or any of its affiliates. Service Provider shall protect the confidentiality of patient information and shall comply with any applicable state and federal privacy laws protecting the confidentiality of patient information.

9. General Provisions.

9.1 Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS. THE STATE AND FEDERAL DISTRICT COURTS IN TARRANT COUNTY, TEXAS SHALL BE THE EXCLUSIVE VENUE FOR ANY ACTION, SPECIAL PROCEEDING, OR OTHER PROCEEDING THAT MAY BE BROUGHT OR ARISE OUT OF, IN CONNECTION WITH OR BY REASON OF THIS AGREEMENT.

9.2 Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, when received by telegraphic or other electronic means (including e-mail), when delivered by overnight courier or three (3) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested to such address or number, and to the attention of such other person or officer, as set forth below; provided, however, no amendment or modification to this Agreement may be accomplished solely by e-mail without a mutually agreed upon written instrument signed by the Parties.

9.3 Assignment; Delegation. Neither Party shall have the right to assign its rights or delegate its duties hereunder to any unrelated organization unless it first obtains the written consent of the other Party, which will not be unreasonably withheld. All of the terms, provisions, covenants, conditions, and obligations of this Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto.

9.4 Waivers. The waiver by any Party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of performance or payment of compensation hereunder by a Party shall not be deemed to be a waiver of any preceding breach by the other Party of any term, covenant or condition of this Agreement regardless of such Party's knowledge of such preceding breach at the time of acceptance of such performance.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

9.6 Entire Agreement; Amendments. This Agreement supersedes any and all prior agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement (including any term sheet or similar agreement or document relating to the transactions contemplated hereby). This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no Party shall be entitled to benefits other than those specified herein. This Agreement may be modified or amended only by a written instrument duly executed by each of the Parties hereto.

9.7 Invalidity and Severability. In the event any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intent of the Parties.

9.8 Headings. The headings of the paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement.

9.9 No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

9.10 Construction and Acknowledgment. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Company has read this Agreement in its entirety, understand its contents and has had, or has elected not to obtain, the advice of counsel as to the Agreement's meaning and intent. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

9.11 Force Majeure. The obligations of the Parties under this Agreement shall be suspended to the extent that a Party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), war, acts of God, pandemic, fires, storms, accidents, governmental regulations or any other cause whatsoever reasonably beyond a Party's control. For so long as such circumstances prevail, the Party whose performance is delayed or hindered shall continue to use all commercially reasonable efforts to recommence performance without delay.

9.12 Use of Name. Company shall not have the right to utilize the name of Service Provider (or any abbreviation or adaption thereof) in any marketing or promotional materials, its website, media or publicity releases, public announcements, advertising, promotions, social media or other publication without the prior written approval of Service Provider in each instance.

9.13 Attorneys' Fees. In the event a Party elects to incur legal expenses to enforce, defend, or interpret any provision of this Agreement by judicial proceedings, the prevailing Party shall be entitled to recover its legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date, although not necessarily executed on such date.

COMPANY:

[THE CITY OF HURST]

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice purposes:

[The City of Hurst]

[THE CITY OF BEDFORD]

By: _____
Name: Cliff Blackwell _____
Title: Acting City Manager _____
Date: 05/20/2020 _____

Address for Notice purposes:

[The City of Bedford]

**2000 Forest Ridge
Bedford, TX 76021**

[THE CITY OF EULESS]

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice purposes:

[The City of Euless]

Service Provider:

TEXACARE URGENT CARE, PLLC

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice purposes:

Texacare Urgent Care, PLLC

3107 Green Avenue

Fort Worth, Texas 76109

Exhibit A
Services and Compensation

(a) Services. Service Provider will provide specimen intake and collection for COVID-19 laboratory testing for up to a total of eleven hundred (1100) nursing home residents/nursing home staff agreed upon by the Parties in writing. Upon completion of specimen collection and intake, Service Provider will deposit the collected specimens with Medical Diagnostics Laboratory or another FDA EUA-qualified laboratory for testing. Upon completion of the laboratory testing, such laboratory will either (a) transmit the results to Company for each Company employee/resident who consents to Company receiving the results and/or (b) transmit the results to each Company employee/resident only who did not consent to the results being released to Company.

(b) Compensation. As compensation for providing the above-described Services, each city shall be responsible to pay Service Provider directly for the number of tests performed. No city shall be responsible for payment of services performed for the other cities. Payment will be via ACH transfer, check or wire within two business days of the performance of the service.

Billable amounts listed below are approximate and subject to change based on the number of patients who actually present for testing on the testing day. The payment schedule may be altered upon written agreement of the Parties. Service Provider will provide the ACH details/wire instructions to Company.

City of Hurst (Bishop Davies Nursing Center):	227	x	\$120	=	\$27,480
City of Eules: (Westpark Rehab and Living)	170	x	\$120	=	\$20,400
City of Bedford:					
(Ladora Nursing and Rehab 147 + Bedford Wellness and Rehabilitation 177 + Parkwood Senior Living 280)	604	x	\$120	=	\$72,480

(c) Schedule. Service Provider shall perform the Services on behalf of Company at such location(s) as mutually agreed to by the Parties. All specimens are to be collected on or before May 25th, 2020. Should University UC fail to collect initial specimens by May 25th, 2020, a \$1,000 per day penalty will go into effect. This penalty will be credited to the municipality for whom this requirement was not met. This guarantee applies only for patients who were available at their scheduled location on their scheduled testing days. It is recognized that University Urgent Care is not responsible for meeting the May 25th, 2020 deadline for patients not present for their respective testing appointments.



Council Agenda Background

PRESENTER: Kenneth Overstreet, Director of Public Works **DATE:** 05/19/20

Work Session

ITEM:

Receive a report on recent Public Works activities for Fiscal Year 2018-2019.

City Attorney Review: N/A

DISCUSSION:

The presentation will give an overview of the Public Works Department's activities during the course of Fiscal Year 2018-2019.

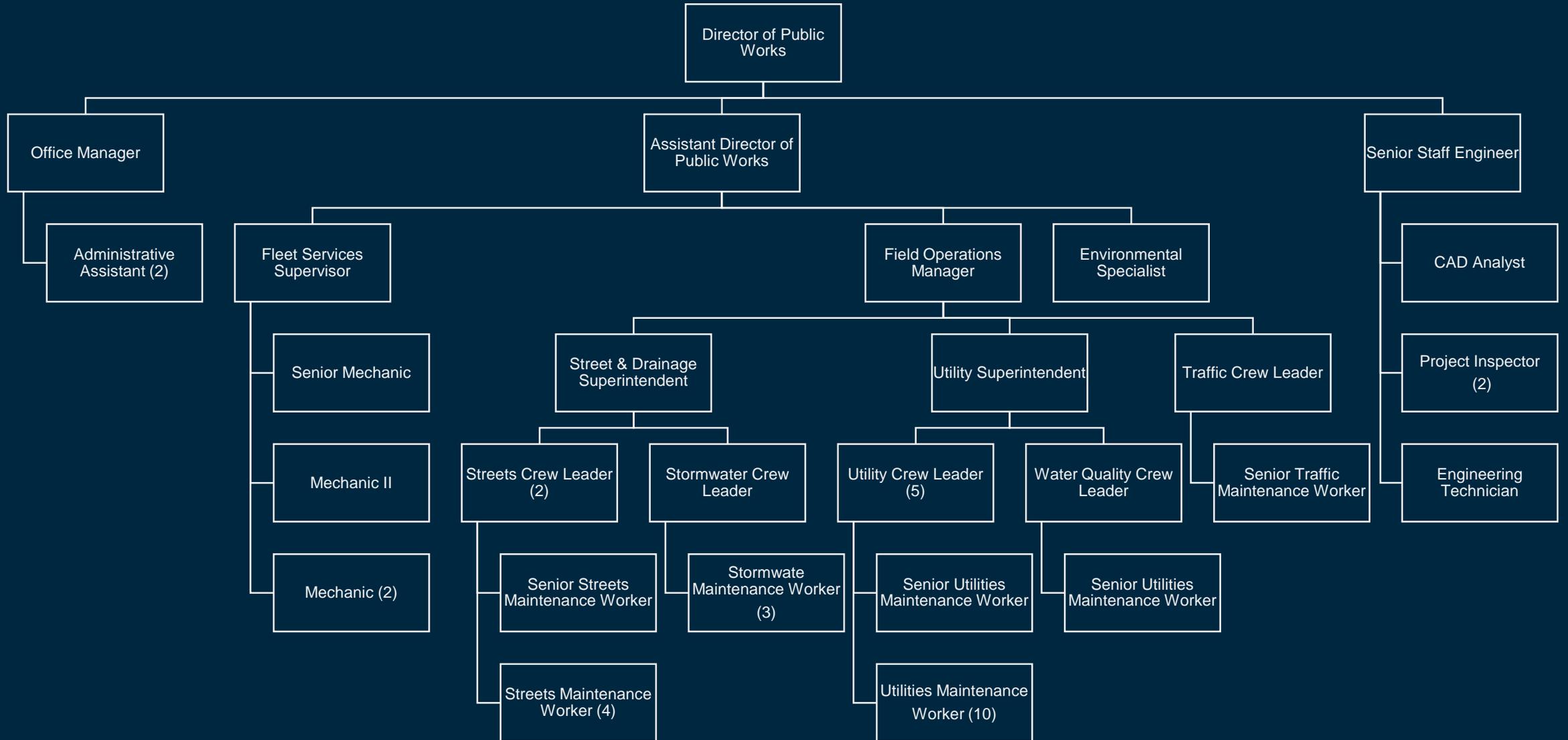
ATTACHMENTS:

PowerPoint Presentation

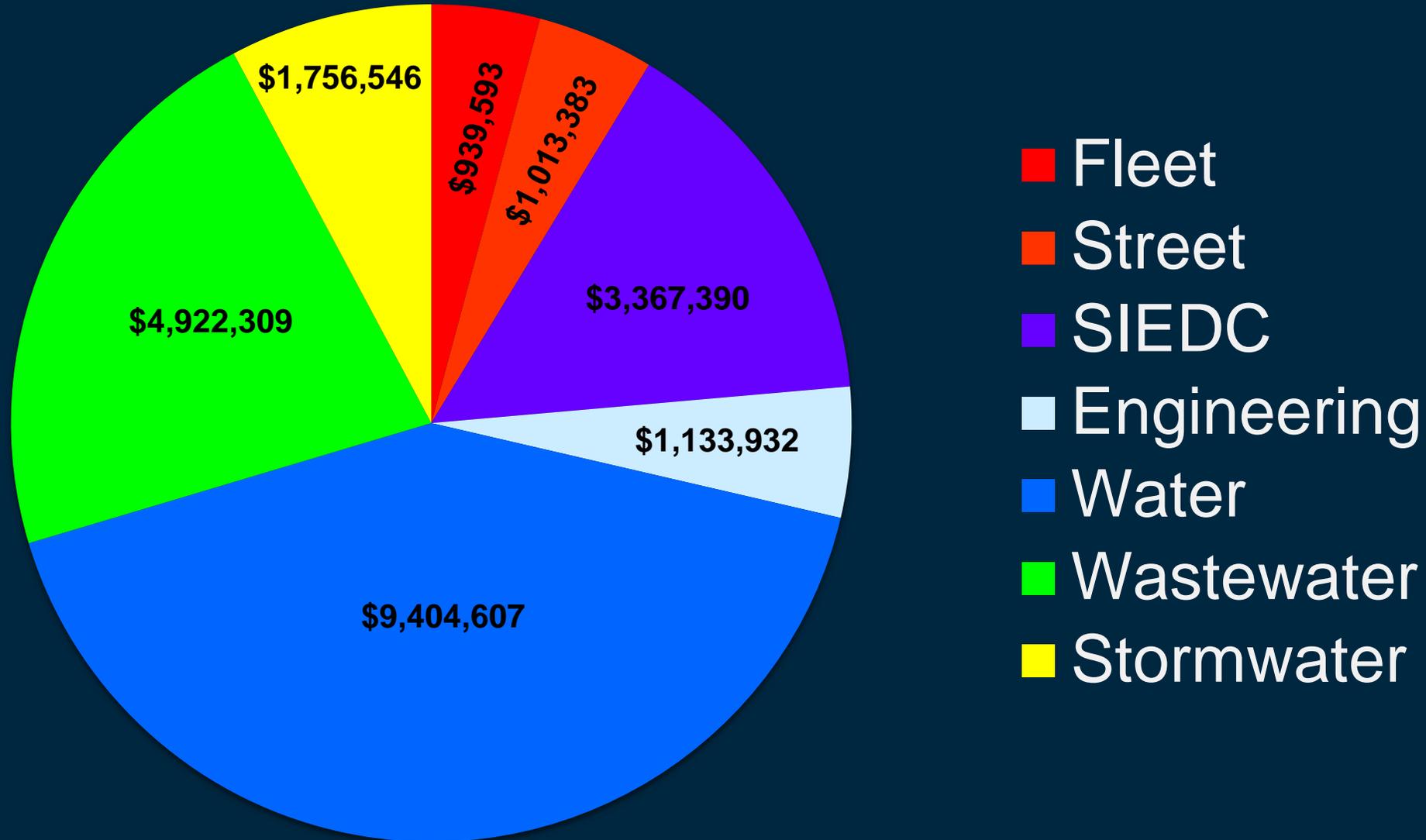
Public Works Department

Fiscal Year 2018/2019 Update

Organization Chart

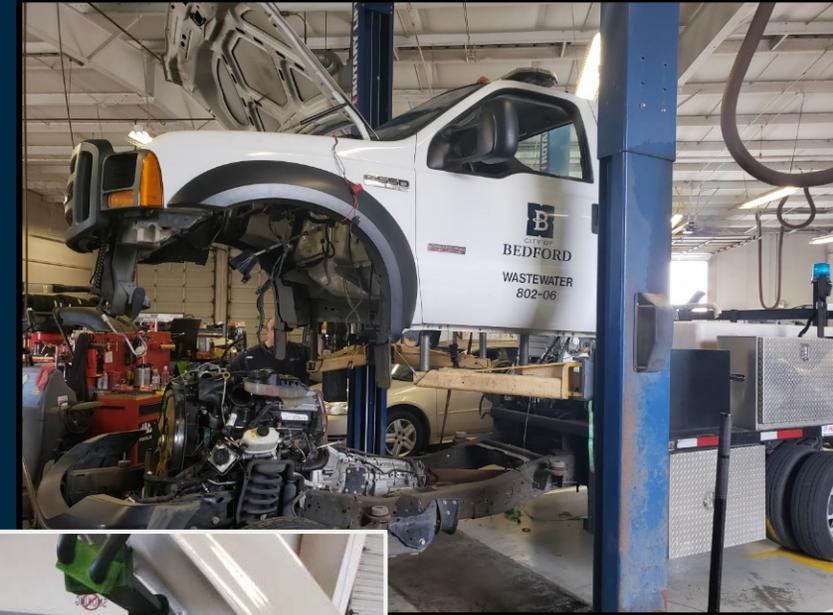


Fiscal Year Budget



Fleet Division

- ❖ Completed preventive maintenance on 342 vehicles
- ❖ 758 unscheduled vehicle and equipment repairs
- ❖ Completed the North Central Texas Council of Governments 2018 Clean Fleet report
- ❖ Implemented Microsoft Surface Go tablets at mechanic work stations



Fleet Division

- ❖ Enterprise Program
 - Received new vehicles for Year 2
 - Entered new vehicles into the fleet maintenance software
 - Canceled replaced vehicles fuel cards and ordered new ones for the replacement vehicles
 - Released vehicles to assigned departments
 - Prepared old vehicles for pickup by Enterprise



Fleet Division

❖ Fabricated for various departments:

- Equipment boxes
- Trailer floors
- Truck accessories
- Various tools



Street Division

- ❖ Replaced 18,389 square feet of concrete sidewalk
- ❖ Completed 26,199 square yards of asphalt street repairs
- ❖ Crack sealed 358,043 linear feet of pavement



Street Projects

- ❖ Tarrant County asphalt overlay projects included:
 - Harwood Road: Central Drive to Martin Road (4,500 L.F.)
 - L. Don Dodson Drive: Murphy Drive to Central Drive (3,800 L.F.)
 - Hospital Parkway: SH 183 to Pipeline Road (5,300 L.F.)



Street Projects

- ❖ Peachtree Construction completed a 2 inch mill and asphalt overlay in the Loma Verde and Quail Crest Additions, Bent Oak Drive, Bluebonnet Lane, Cantebria Crossing, Dora Street, Forest Ridge Drive from Hardisty Road to Spargercrest Drive, Glenwood Court, Hastings Court, James Lane, Mayfair Hills Court, Misty Court, Natchez Avenue, Nottingham Drive, Pilgrim Place, and Shady Meadow Drive



Street Projects

- ❖ Installed bike lanes on Cummings Drive from SH 121 service road to Forest Ridge Drive



- ❖ Removed and rebuilt retaining wall at 313 Harwood Road at Blue Quail Lane and 500 Harwood Road at Shady Knoll Lane



Engineering Division



**CITY OF BEDFORD
PUBLIC WORKS DEPARTMENT**

1813 Reliance Parkway • BEDFORD, TX 76021 • PHONE (817) 952 – 2200

**RIGHT OF WAY
2019-0000890**

ISSUE DATE: 4/25/2019

PARCEL NUMBER: 04982842

PROPERTY ADDRESS: 1813 RELIANCE PARKWAY, BEDFORD, TX 76021

ISSUED TO NAME: CITY OF BEDFORD

ISSUED TO ADDRESS: 1813 RELIANCE PARKWAY, BEDFORD, TX 76021

DESCRIPTION OF WORK: UTILITY WORK

COMMENTS: CREWS WILL BE REPAIRING A WATER LINE

PUBLIC WORKS NOTES: see Inspector's Comments (attached)

BUSINESS NAME:

IMPROVEMENT SQ. FOOTAGE:

ESTIMATED IMPROVEMENT VALUE: \$

**FOR QUESTIONS OR CONCERNS
CONTACT THE PUBLIC WORKS DEPARTMENT
(817) 952 – 2200**

PERMIT CHARGE DETAIL BELOW

Charge Description
TOTALS:

Charge
\$0.00

- ❖ Issued 204 right-of-way permits
- ❖ Performed 1,439 inspections for private and public projects
- ❖ Reviewed civil engineering plans for six private development projects – Staybridge Suites, Dentist Office, Harwood Junior High, Bedford Junior High, Vista Ridge, and Christian Life Tabernacle Church
- ❖ Performed 336 Stormwater Pollution Prevention Inspections

APPLICANT SIGNATURE

DATE

Engineering Division

- ❖ Design, Contract Administration, and Inspection of construction projects
 - 2019 Street Mill and Overlay
 - 2019 Concrete Replacement at Various Locations
 - 2019 Crack and Joint Sealing



Engineering Division

- Nottingham, Gregory, and Bedford Court Additions Water System Improvements
- Designed the 2018 Forest Ridge Addition and Bell Manor Units 3, 4 and 5 SWIFT 17-08 (Project Bid 8/20/19)



Engineering Division

- ❖ Completed the Water Line Condition Assessment
- ❖ Completed the Pavement Assessment

Water Division

- ❖ Repaired 30 water main breaks
- ❖ Exercised 843 water valves, of which, 77 were repaired or replaced
- ❖ Submitted 1,032 monthly water samples for water quality testing



Water Division



- ❖ Repaired 27 fire hydrants
- ❖ Completed 5,442 utility line locates
- ❖ Assisted 42 customers with locating the private water shut-off valve
- ❖ Distributed an average daily water consumption of 6.06 million gallons per day

Water Projects



- ❖ Completed the Automated Meter Reading Installation
- ❖ Nottingham, Gregory, and Bedford Court Additions Water System Improvement
- ❖ Brown Trail from Bedford Road to SH 183 Water System Improvement

Wastewater Division

- ❖ Cleaned over 405,652 feet of wastewater mains
- ❖ Completed 486 manhole inspections
- ❖ Completed 9 manhole repairs



Wastewater Division

- ❖ Completed 48 TV inspections for 16,162 feet of wastewater mains
- ❖ Responded to 143 wastewater backup calls, of which, 39 were in the City's line
- ❖ Completed 12 wastewater main repairs



Stormwater Division

- ❖ Completed 344,760 feet of creek channel maintenance
- ❖ Installed 237 storm drain inlet markers
- ❖ Completed 37 dry weather screenings to comply with the Stormwater Management Plan
- ❖ Repaired asphalt, removed existing guardrail, and installed Type III barricade at dead end of Michael Sean Drive



Stormwater Division

- ❖ Treated 83,241 feet of natural channels and 70 other locations, monthly, for mosquitoes
- ❖ Responded to 86 mosquito concerns
- ❖ Treated 126 acres for City events and in positive trap locations





Mandatory Reports



- ❖ Texas Commission on Environmental Quality (TCEQ) Sanitary Sewer Overflow Initiative
- ❖ TCEQ Consumer Confidence Report
- ❖ Texas Water Development Board (TWDB) Tier 2 Report
- ❖ Tarrant Regional Water District Water Conservation Report and TWDB Water Audit
- ❖ TCEQ Stormwater Management Plan





Council Agenda Background

PRESENTER: Jerry Laverty, Street and Drainage Manager
Kenneth Overstreet, Public Works Director

DATE: 05/19/20

Staff Report

ITEM:

Presentation on the 2020 mosquito control program.

DISCUSSION:

This presentation will encompass an up-to-date overview of the Public Works Department mosquito program.

ATTACHMENTS:

PowerPoint Presentation

2020 Mosquito Season

City of Bedford Trap Information 2019

- 130 Gravid Traps
- 52 BG Sentinel Traps
- 2,511 Mosquitoes tested for West Nile
- 4,973 Various types of mosquitoes caught

City of Bedford Trap Information

April 1, 2020 to present

- 12 Gravid Traps
- 45 Mosquitoes tested for West Nile
- 70 Mosquitoes caught

Tarrant County Trap Information

- 45 Weeks of trapping (March 31 – Nov 9, 2019)
- 5,177 Total Gravid Traps
- 1,053 BG Sentinel Traps
- 13 Positive Mosquito Pools
- (1) Colleyville, (1) Euless, (8) Ft Worth, (2) Keller, (1) Unincorporated, (0) Bedford

Trapping 2020/COVID-19

- Tarrant County Health requested the City only set four static traps due to COVID-19.
- Samples are being sent to the State for testing.
- Samples turned in early in the week.
- Results in two days.

Treatments in 2019

- Stormwater personnel walked and treated 480,779 feet of creeks
- Treated 888,899 feet for special events such as 4thFest, BluesFest
- 27 home inspection requests, 8 completed

Traps for nuisance issues

- In2Care traps placed at City Facilities



Larviciding

- FOURSTAR larvicide treats up to three light rain events.
- Started treating hot spots in February.
- Ensure treatments overlap by starting the first of the month.
- Chemicals are stocked in case the season surpasses 2012 numbers when Tarrant County documented 275 cases of West Nile Virus, 175 West Nile Fever, 100 West Nile Virus Neuroinvasive Disease.



Council Agenda Background

PRESENTER: Kelly Snook, Capital Project Director

DATE: 05/19/20

Staff Report

ITEM:

Update on Generations Park/CNTR: 100% Design Documents

City Attorney Review: N/A

DISCUSSION:

Generations Park/CNTR:

Recap: Since the last Council update, the consultant team has completed and submitted the 100% architectural Design Documents (DD) and 60% Site Plans. These plans were reviewed by the Contractor, Steele and Freeman, and they have produced a DD cost estimate. The 100% DD Estimate is at \$59,941,192 for building and site work. The estimate and plans will be reviewed and refined with a reduction in the estimate to be anticipated. In addition, the Design Review Committee met last week to update the new Project Manager on progress.

Current Status: The consultant team is currently producing the Construction Documents, with an anticipated completion of early August. City staff is developing the Furniture Fittings and Equipment (FFE) package, which will be purchased directly by the City and is not included in the Contractor's bid. This package includes furniture, fitness and aquatic equipment, AV equipment, IT and security needs. The Asbestos Containing Materials Report has been completed and the Arts Building, BRAC, Theater Building, Daycare Building, Concession Stand, and Senior Building all contain materials which will need to be abated prior to commencement of demolition, in accordance with National Emissions Standards for Hazardous Air Pollutants regulations. Staff is in process of obtaining abatement services.

Summer Schedule:

May - July 31: Move out and Relocation of Staff, Programs and Tenants

Currently and ongoing, all items within any structure on the park property must be removed and either disposed, relocated, stored, or auctioned by the City. All buildings and structures must be vacated entirely by July 31, 2020, for abatement of facilities to commence.

June: Gas Line Relocation

The gas line that runs from Forest Ridge Drive into the park is being relocated to accommodate the construction of the ball field complex on the northeast corner of the park. The new line will run into the park from Harwood Road. This work will commence through July and is not included in the contract. Atmos Energy Corporation, the local gas provider, will be performing this work at no cost to the City.

August: Asbestos Containing Material (ACM) Abatement

Once the park buildings have been vacated by July 31, 2020 ACM Abatement will begin. The abatement activities will take approximately three to four weeks to complete.

Design and Construction Schedule

The Construction Documents will be completed in early August and sent to the contractor for final estimation. The Construction Manager at Risk (CMAR) will develop the Guaranteed Maximum Price (GMP) over approximately six weeks with the contract presented to Council in late September, allowing a construction start date of mid-October 2020.

Next Steps:

Buildings vacated by July 31, 2020

Gas Line Relocation

Abatement of Structures

100% CDs due August 7, 2020

ATTACHMENTS:

100% DD Estimate

Phase Next Cost Estimate

Phase Next Summer Schedule

PowerPoint Presentation



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

100% DD ESTIMATE - BEDFORD BOYS RANCH PARK - PHASE NEXT

Project: Bedford Boys Ranch Park - Phase Next

Architect: OWT AND HALFF

SFI Job No. 5203

Date: 4/28/2020

Anticipated Start Date

Date

10/5/2020

of Months to Begin

5.3 Mo

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$570,163
TOTAL LABOR		\$560,283
LABOR BURDEN	38.00%	\$212,907
TOTAL SUBCONTRACT		\$48,106,673
SUB CONTRACTOR INSURANCE	1.50%	\$721,600
TOTAL OTHER		\$398,700
TOTAL EQUIPMENT RENTAL		\$748,871
SALES TAX (RENTAL ONLY)		\$61,782
CONTRACTOR CONTINGENCY	3.25%	\$1,948,089
OWNERS BETTERMENT	3.00%	\$1,798,236
INFLATION / ESCALATION (0.50% Per Month Prior to Start)	0.50%	\$1,598,432
GENERAL CONDITIONS (18 MONTH)	FIXED	\$1,003,627
GENERAL LIABILITY	0.37%	\$221,782
BUILDERS RISK	0.18%	\$107,894
P&P BONDS	0.74%	\$443,565
2-YR MAINTENANCE BOND	0.15%	\$89,912
CM FEE	2.25%	\$1,348,677
		\$59,941,192

TOTAL SF	\$ / SF
98,386	609

TOTAL SF	TOTAL \$	\$ / SF	
98,386	\$59,941,192	609	BUILDING & SITE COMBINED
98,386	\$42,387,623	431	BUILDING(S) CONTRIBUTION
98,386	\$17,553,569	178	SITE CONTRIBUTION

LOW RANGE	MID RANGE	HIGH RANGE
-2.5%	0%	2.5%
\$58,442,662	\$59,941,192	\$61,439,722

DESCRIPTION	\$570,163 MATERIAL	\$560,283 LABOR	\$48,106,673 SUBCONTRACTOR	\$398,700 OTHER	\$748,871 EQUIPMENT	\$61,782 TAX	\$50,446,471 TOTAL
GENERAL REQUIREMENTS	\$66,000	\$425,900	\$88,790	\$398,700	\$532,350	\$43,919	\$1,555,658
AQUATICS CENTER AND OUTER BUILDINGS	\$504,163	\$134,383	\$33,874,102	\$0	\$216,521	\$17,863	\$34,747,031
SITWORK	\$0	\$0	\$14,143,782	\$0	\$0	\$0	\$14,143,782

PHASE NEXT: COST ESTIMATE

5/19/2020

ITEM	COST
Generations Park/CNTR	\$55,000,000
FFE	\$4,000,000
Gas Line Relocation	\$0
ACM Abatement	\$90,000
Storage Building	\$500,000
Renovate OBS Restroom	\$175,000
Relocation Costs*	\$25,000
Arts and Entertainment	\$5,500,000

*Relocation Costs: To include storage, moving, IT, equipment, flooring, and any other needed renovations to OBS for use as interim recreation center. Also includes repair of facility upon move out.

PHASE NEXT: FFE COST ESTIMATE

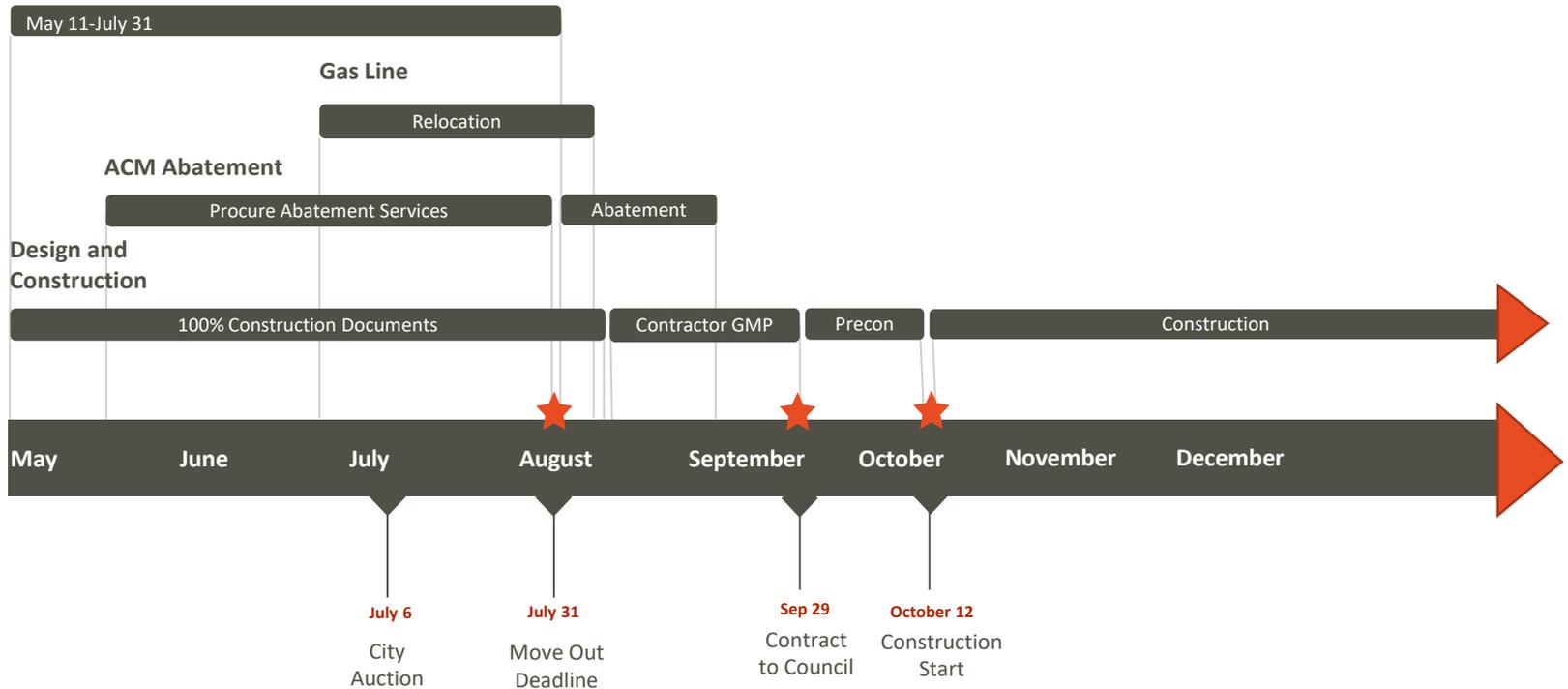
5/19/2020

Item	Budget
AV	\$525,000
Furniture	\$250,000
Fitness	450,000
Aquatic	\$120,000
IT	TBD
Other	TBD

PHASE NEXT: SUMMER SCHEDULE

5/19/2020

Move Out and Relocation of Staff, Programs and Tenants



PHASE NEXT: SUMMER SCHEDULE

Special Session: 5/19/2020

- May 2020
 - Move out and relocation of tenants and programs
 - Bid Abatement Services
 - Construction Documents
- June 2020
 - Move out and relocation of tenants and programs - Continued
 - Bid Abatement Services - Continued

PHASE NEXT: SUMMER SCHEDULE

Special Session: 5/19/2020

- June 2020 - Continued
 - Construction Documents – Continued
 - Gas Line Relocation
- July 2020
 - Move out and relocation of tenants and programs complete
 - Abatement Contract Executed

PHASE NEXT: SUMMER SCHEDULE

Special Session: 5/19/2020

- July 2020 Continued
 - Construction Documents
- August 2020
 - ACM Abatement of Structures
 - 100% CDs Complete
 - Construction Documents
- September 2020
 - Contract to Council
- October 2020
 - Construction Start